



Republic of the Philippines
Department of Education
REGION III
SCHOOLS DIVISION OFFICE OF BATAAN

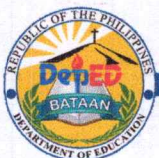
March 23, 2021

DIVISION MEMORANDUM
No. 100 s. 2021

**OPENING OF BANK ACCOUNTS FOR THE NON-IMPLEMENTING UNIT SCHOOLS IN
COMPLIANCE WITH DEPED ORDER 29. s. 2019**

To: Public Schools District Supervisor
School Heads, Elementary, Secondary and Senior High School
Cashier
Senior Bookkeepers and Disbursing Officers

1. In compliance with Deped Order 29, s. 2019, stipulating the procedural guidelines on the management of cash advances from school MOOE and program funds of all Non-IUs pursuant to COA, DBM and DEPED Joint Circular No. 2019-1, this Office informs all concerned on the lifting of moratorium on opening of bank accounts for Non-implementing Units pursuant to Memorandum OUF-2020-0267 dated June 9, 2020.
2. Further, Deped Order 29 s. 2019 states that bank accounts of Non-IUs that already exist prior to the issuance of the guidelines shall be closed in coordination with the Bureau of Treasury Regional Office. This is in the same manner that the old checking accounts of all Non-IUs were opened.
3. In this regard, all Schools Heads are instructed to close the existing checking account under the name of the school and open a new checking account which will also be under the name of the school following the procedural guidelines as follows:
 - a) Submit a request to open bank account duly supported by quadruplicate copies of BTR Forms 1, 2 & 3. Forms will be forwarded to the Cashier's Office thru the senior bookkeepers assigned in the SDO.
 - b) After accomplishing the BTR Forms, have them notarized.
 - c) To check the completeness of the documents supporting the request to open the new checking account, Cash Unit may refer to the procedural guidelines mentioned in the Deped Order.



“WE MOULD HEROES”

Address: Bataan Provincial Capitol Compound, Balanga City 2100 Bataan | Telephone / Fax: (047) 237-2102
Email Address: bataan@deped.gov.ph | Website: www.depedbataan.com | Facebook Page: www.facebook.com/DepedBataan

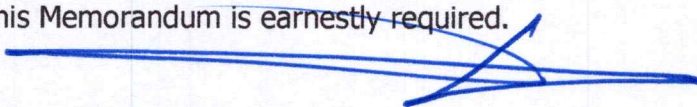


ISO 9001: 2015 CERTIFIED



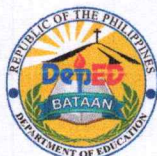
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- d) Upon the receipt of the approval by the BTR and all supporting documents from the SDO, the School Head shall proceed to Landbank of the Philippines for the opening of the new checking account. The School Head may refer to the procedural guidelines mentioned in the Deped Order and to the attached copy of Memorandum of Agreement between Deped and LBP.
- e) The following documents are the basic requirements on the opening of bank account:
- 1) BTR Forms 1, 2, 3
 - 2) Approved appointment of the School Head
 - 3) Signed Authority to Debit/Credit Account for the automatic transfer of the Quarterly Net Interest Income to the BTR (see Annex G of the Deped Order or Annex A of the attached MOA between Deped and LBP)
4. Likewise, schools without existing checking account will follow the same procedures stipulated in this memorandum and guidelines mentioned in the Deped Order. Initial deposit to open the checking account and other costs to be incurred related to the opening of the account may be charged against the school MOOE.
5. Immediate dissemination of this Memorandum is earnestly required.


ROMEO M. ALIP, CESO V
Schools Division
Superintendent

Reference: Deped Order 29, s.2019
OUF-2019-0365

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ISO 9001: 2015 CERTIFIED

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") executed by and between:

LAND BANK OF THE PHILIPPINES, a government financial institution duly organized and existing under and by virtue of R.A. 3844, as amended, with principal office at 1598 M.H. del Pilar corner Dr. J. Quintos Streets, Malate, Manila, represented herein by its President and Chief Executive Officer, **CECILIA C. BORRAMEO**, hereinafter referred to as "**LANDBANK**",

- and -

DEPARTMENT OF EDUCATION, a government agency duly organized and existing under the laws of the Philippines, with principal office address at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Secretary, **LEONOR MAGTOLIS BRIONES**, hereinafter referred to as the "**DepEd**".

WITNESSETH: That -

WHEREAS, on January 01, 2004, the Department of Budget and Management (DBM) and the Department of Education (DepEd) issued Joint Circular (JC) No. 2004-1, Guidelines on the Direct Release of Funds to DepEd Regional Offices (ROs) and Implementing Units (IUs) which prescribes, among others, that the cash requirements of DepEd non-IUs shall be released to the respective School Heads by the Schools of Division Offices (SDOs) through Cash Advance (CA). Under the existing set-up, CAs to the School Heads of non-IUs for School Maintenance and Other Operating Expenses (MOOE) and Program Funds are released by the SDOs and constitute a sizeable amount;

WHEREAS, on February 04, 2019, the Commission on Audit (COA), DBM and DepEd issued JC No. 2019-1 entitled, "Management of Cash Advances to DepEd Non-IUs for School Maintenance and Other Operating Expenses (MOOE) and Program Funds" under the Public Financial Management (PFM) Reform Program of the DBM, COA and the Bureau of Treasury (BTr);

WHEREAS, the DBM, in collaboration with the BTr and the COA, is implementing the PFM Reform Program to enable the government to streamline processes, promote stronger financial accountability, and fully execute the authorized annual appropriations to promote growth and reduce poverty;

WHEREAS, a key objective of the PFM Reform Program is to install better cash management in government which will allow the BTr to strengthen the monitoring and management of government funds maintained outside of the Treasury Single Account (TSA) and the Modified Disbursement Scheme (MDS);

WHEREAS, the **LANDBANK** is an authorized depository bank of the Republic of the Philippines and considered a Government Servicing Bank (GSB), where the majority of the deposits of the National Government Agencies (NGAs) are maintained. **LANDBANK** commits to assist and support the DepEd in facilitating the implementation of JC No. 2019-1;

WHEREAS, the **DepEd** desires to avail of the **LANDBANK's** bank services particularly in the opening of bank accounts by DepEd non-IUs where the CA for School MOOE and Program Funds shall be deposited under the name of the said school; and the subsequent transfer to BTr of the corresponding interest income every quarter and cash balance per bank account every end of the year (net of the maintaining balance and outstanding checks);

JOSEPH O. GUTIERREZ
EVP/Branch Banking Sector

CECILIA C. BORRAMEO
President and CEO

ANNALYN M. SEVILLA
Under Secretary for Finance and
Education Programs Delivery Unit

LEONOR MAGTOLIS BRIONES
Secretary

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby mutually agree to implement the aforementioned Joint Circulars in accordance with the following terms and conditions:

SECTION I COVERAGE

This Agreement shall cover all DepEd's non-IUs nationwide namely, Elementary Schools, Junior High Schools and Senior High Schools operating without a complete set of Books of Accounts.

SECTION II RESPONSIBILITIES OF THE PARTIES

The Parties herein undertake the following Duties and Responsibilities:

1. DepEd:

- 1.1 The School Head of non-IUs, through the Schools Divisions Superintendent, shall secure the approval of the BTr to open a Checking Account under the name of the school with any LANDBANK Branch accessible and located near the school.
- 1.2 The School Head shall submit to the LANDBANK the following documents upon account opening:
 - a. Approval of the BTr to open a Checking Account with **LANDBANK**;
 - b. Appointment or Designation of School Head; and
 - c. Duly signed Authority to Debit/Credit Account to the BTr (**Annex A**) for the following accounts:
 - c.1 **Quarterly Net Interest Income** – to be transferred automatically by the **LANDBANK** to BTr every first banking day following the end of each quarter; and
 - c.2 **Balance of the Account as of December 31 of the year** – Authority to Debit/Credit Account (**Annex A**) of the outstanding balance (Net of Maintaining Balance and Outstanding Checks) shall be submitted by the School Head to the **LANDBANK** not later than December 20 of every year. However, the **LANDBANK** may accept the said Authority to Debit/Credit Account up to the last banking day of the year (12:00 PM), subject to **LANDBANK's** discretion. In the event that the said authorization is not submitted by the School Head on the prescribed deadline, the **LANDBANK** shall automatically transfer the amount, net of maintaining balance, to the BTr. Service Charges for returned or bounced checks, if any, shall be borne by the School Head.
- 1.3 SDOs/ROs shall deposit to the account maintained with LANDBANK the CA for School MOOE and Program Funds of non-IUs within the first week of every month/quarter, subject to availability of cash allocations as released by the DBM, through the Modified Direct Payment Scheme (MDPS) using the List of Due and Demandable Accounts Payable - Advice to Debit Accounts (LDDAP-ADA). In cases where MDPS is not applicable or practicable, issuance of MDS checks shall be allowed.
- 1.4 Upon re-assignment to other school/retirement/separation/suspension from the service of the School Head of non-IUs, the SDO shall immediately inform **LANDBANK** in writing of the transfer/retirement/separation/suspension and designate a new signatory to the account. The existing account number shall be maintained, and the unused checks shall be turned over to the new signatory.
- 1.5 Initiate the conduct of training, in coordination with **LANDBANK**, for School Heads, accountable officers, and other concerned personnel, on the guidelines and procedures and the required recording/reporting framework, to ensure smooth implementation of this Agreement.

JOSE LITO P. GUTIERREZ
EVP, Branch Banking Sector

CECILIA C. BORROMEO
President and CEO

ANNA LYN M. SEVILLA
Undersecretary for Finance and
Education Programs Delivery Unit

LEONOR MAGTOLIS BRIONES
Secretary

JOSELYN P. GUTIERREZ
EVP, Branch Banking Sector

CECILIA C. BORROMEO
President and CEO

ANNALYN M. SEVILLA
Undersecretary for Finance and
Education Programs Delivery Unit

LONOR MAGTOLIS BRIONES
Secretary

- 1.6 Ensure that the account will not fall below the maintaining balance requirement to avoid bank charges.

2. LANDBANK:

- 2.1 Allow DepEd School Heads of non-IUs to open a Checking Account with any **LANDBANK** Branch accessible and located within their school assignment based on the criteria set under Procedural Guidelines to COA, DBM and DepEd JC No. 2019-1, subject to **LANDBANK's** existing policies and procedures.
- 2.2 Pursuant to the signed authority to be submitted by **DepEd** School Head under Section 1.2(c) hereof, transfer to the account of the BTr the following:
 - a. **Quarterly Net Interest Income** - every first banking day following the end of each quarter; and
 - b. **Balance of the Account as of December 31 of the year** (Net of Maintaining Balance and Outstanding Checks) – every first banking day of the following year based on the Authority to Debit/Credit Account (Annex A) submitted by the School Head to the **LANDBANK**.
- 2.3 Provide Bank Statement to the School Head through registered mail on a monthly basis, and snapshot statements (bank statement) the following day after month-end upon request of the School Head. The Bank Statement can also be downloaded from the weAccess internet banking facility.
- 2.4 Provide DepEd SDO the summary of bank accounts opened and outstanding balances by the end of the year, copy furnished DepEd Central Office.
- 2.5 Assist DepEd in the conduct of training for School Heads, accountable officers, and other concerned personnel relative to the Bank's policies and procedures on account opening, to ensure smooth implementation of this Agreement.
- 2.6 Provide DepEd Central Office, through the Chief Accountant, Accounting Division, copies of bank statement as needed and upon request.

SECTION III GENERAL PROVISIONS

1. School Heads shall open a Checking Account with any LANDBANK Branch accessible and located near the school based on criteria set under the Procedural Guidelines to COA, DBM, DepEd JC No. 2019-1, subject to LANDBANK's existing policies and procedures.
2. The concerned SDO shall secure approval from the BTr on the opening of account with LANDBANK and the appointment/designation of the School Head as the authorized signatory of the account.
3. The account to be opened shall have the following features:

Account Features	Remarks
Initial Deposit	P500.00
Required minimum average daily balance	P500.00
Balance to earn interest	P30,000.00
With Passbook	None
With Bank Statement	Yes
Dormancy Fee	Waived
Automatic transfer to BTr of account balance in excess of the required maintaining balance and outstanding checks at the end of the year	DepEd to initiate the Fund Transfer
Automatic transfer to BTr of Net Interest Income earned every quarter	Yes
Over-the-Counter Withdrawal/ Encashment	Allowed
Interest	Prevailing Rate

JOSELYN P. GUTIERREZ
EVP, Branch Banking Sector

CECILIA C. BORROMEO
President and CEO

ANNALYN M. SEVILLA
Undersecretary for Finance and
Education Programs Delivery Unit

LEONOR MAGTOLIS BRIONES
Secretary

Account Features	Remarks
Institutional Credits only	
Not subject to auto closure for zero (0) balance after 90 days	
With restrictions as to "No-over-the-counter" deposit	
No Fund Transfer as source/destination account	
Online, POS and Bills Payments transactions are allowed	

4. Maintaining balance and transaction cost/bank fees and cost for checkbook shall be charged to the school's MOOE budget. The amount of P510.00 shall be charged for every check booklet requested subject to adjustment in case of changes on pricing.
5. Pursuant to and on the basis of the signed authority submitted by **DepEd** School Head (**Annex A**) under Section 1.2(c) hereof, **LANDBANK** shall transfer to the account of the BTr the following:
 - 5.1 **Quarterly Net Interest Income**, which is scheduled on the first banking day after each quarter;
 - 5.2 **Balance (net of Maintaining and Outstanding checks) as of December 31 of the year**, every first banking day of the following year, as initiated by the School Head.
6. The submission of the Authority to Debit/Credit Account (**Annex A**) to transfer the account balance (Net of Maintaining and Outstanding Checks) shall be on or before December 20 of every year. Non-submission of the Authority to Debit/Credit Account before the cut-off shall automatically subject the account to automatic sweeping, net of maintaining balance. However, the **LANDBANK** may accept the said Authority to Debit/Credit Account up to the last banking day of the year (12:00 PM), subject to **LANDBANK's** discretion.
7. The CA for School MOOE and Program Funds of non-IUs shall be deposited by the SDOs/ROs through the MDPS using the LDDAP-ADA. The issuance of MDS checks shall be allowed, in cases where MDPS is not applicable or practicable.
8. Only deposits from the **DepEd's** Operating Unit (SDOs/ROs) concerned and interest earned on such deposits shall be allowed to be credited to the bank account.
9. The SDO shall inform **LANDBANK** in writing of the transfer/retirement/separation/suspension from service of the School Head and designate a new signatory to the account. The existing account number shall be maintained.
10. The Checking Account shall be enrolled in weAccess internet banking facility.

SECTION IV MISCELLANEOUS PROVISIONS

1. This Agreement shall be subject to the provisions enumerated in the COA-DBM-DepEd JC 2019-1, the Procedural Guidelines on JC 2019-1 and other guidelines that would be issued thereafter, the existing applicable laws, rules and regulations of the Republic of the Philippines, the Rules and Regulations of the Bangko Sentral ng Pilipinas (BSP), and the Monetary Board, and the Banker's Association of the Philippines (BAP), as well as those that may be promulgated thereafter.
2. In accordance with R.A. 10173 (Data Privacy Act), the Parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to their knowledge or possession by reason of any provision of this Agreement and that their employees, agents, representatives, or any person acting under their authority shall hold personal information under strict confidentiality at all times.
3. The Parties agree to provide further assistance and execute such documents as may be necessary or reasonably desirable to accomplish the intents and purposes of this Agreement.

JOSELYN P. GUTIERREZ
EVP, Branch Banking Sector

CECILIA C. BORROMEO
President and CEO

ANWALYN M. SEVILLA
Undersecretary for Finance and
Education Programs Delivery Unit

WYOR MANTOLIS BRIONES
Secretary

4. The Parties shall render each other free from any harm, damage or liability that may arise from or occasioned by **LANDBANK's** or **DepEd's** regular exercise of its respective rights/duties under this Agreement. The Parties shall not be liable if the non-fulfillment of the obligations is due to force majeure, fortuitous events, natural calamities, labor strikes, or other circumstances beyond their control.
5. Any change or modification in the terms and conditions of this Agreement shall be mutually agreed upon by **LANDBANK** and **DepEd** and shall be incorporated herein by way of an addendum/addenda signed by both Parties.
6. All other DepEd rules, regulations and issuances, which are inconsistent with these guidelines, are hereby repealed or modified accordingly.
7. This Agreement shall be subject to a yearly review by both Parties hereto for the purpose of determining necessary amendments or the continued effectivity thereof.
8. Should any provision of this Agreement be held void, invalid or unenforceable, such other provisions not affected thereby shall be enforced to the maximum extent permissible, and shall remain in full force and effect.
9. Neither Party may assign, in whole or in part, any right, obligation and/or benefit under this Agreement without the prior written consent of the other Party.
10. The Parties shall, as often as possible, mutually consult each other with respect to the performance of their respective obligations under this Agreement. The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any dispute that may arise in connection with this Agreement. However, if such disagreement or differences persist despite efforts of the Parties to settle the same, it is mutually agreed upon that the dispute shall be resolved before the Office of the Solicitor General under the Rules on Alternative Dispute Resolution (ADR) for Disputes between National Government Agencies pursuant to Presidential Decree (P.D.) No. 242 in relation to Section 66-71, Chapter 2 of Executive Order (E.O) No. 292.
11. This Agreement shall be governed by and construed in accordance with Philippine laws. Venue of all actions arising from this Agreement shall be brought exclusively to the jurisdiction of the appropriate courts of Pasig City, Philippines. This Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
12. **No Gift Policy.** The Parties acknowledge that no fee or commission or benefit was extended to their respective officers and employees in consideration for entering into this Agreement.

SECTION V EFFECTIVITY

This Agreement shall take effect on the date of signing hereof and shall remain in full force and effect for a period of one (1) year unless sooner revoked/terminated by either Party thirty (30) days after receipt by the other Party of the written notice of revocation or termination. After the expiration of the original period without it being sooner revoked, this Agreement shall be deemed renewed automatically from year to year under the same terms and conditions.

IN WITNESS WHEREOF, the Parties hereto set their hands on these presents this _____ of
October 2019 at _____.

DEPARTMENT OF EDUCATION

By:

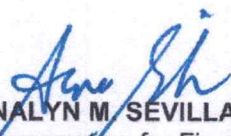

LEONOR MAGTOLIS BRIONES
Secretary


LAND BANK OF THE PHILIPPINES

By:


CECILIA C. BORROMEO
President and CEO

SIGNED IN THE PRESENCE OF:


ANNALYN M. SEVILLA
Undersecretary for Finance
and Education Programs Delivery Unit


JOSELITO P. GUTIERREZ
Executive Vice President
Branch Banking Sector

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Pasig)

BEFORE ME, A Notary Public for and in the City of _____, this _____ day
of October 2019, personally appeared the following:

Name

Government Issued ID

LANDBANK

Cecilia C. Borromeo

LANDBANK ID No. 4943

known to me and to me known to be same person who executed the foregoing instrument and
she acknowledged to me that the same is her free and voluntary act and deed as well as of the
entity she represents.

This instrument consists of nine (9) pages, including this page whereon this Acknowledgement
is written and herein Annex, and signed by the parties and witnesses on each and every page
thereof.

WITNESS MY HAND SEAL this _____ day of October 2019, at _____.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019.

JOSELO P. GUTIERREZ
EVP, Branch Banking Sector

CECILIA C. BORROMEO
President and CEO

ANNAALYN M. SEVILLA
Undersecretary for Finance and
Education Programs Delivery Unit

LEONOR MANGTODIS BRIONES
Secretary

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of PASIG)

BEFORE ME, A Notary Public for and in the City of _____, this _____ day
of October 2019, personally appeared the following:

Name

Government Issued ID

DepEd

Leonor Magtolis Briones

known to me and to me known to be same person who executed the foregoing instrument and
she acknowledged to me that the same is her free and voluntary act and deed as well as of the
entity she represents.

This instrument consists of nine (9) pages, including this page whereon this Acknowledgement
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JOSE LITO P. GUTIERREZ
EVP, Branch Banking Sector

CECILIA C. BORROMEO
President and CEO

ANNALYN M. SEVILLA
Undersecretary for Finance and
Education Programs Delivery Unit

LEONOR MAGTOLIS BRIONES
Secretary

LANDBANK OF THE PHILIPPINES
Authority to Debit/Credit Account

Date : _____
To : **THE BRANCH HEAD**
_____ Branch
Subject : **AUTHORITY TO DEBIT/CREDIT ACCOUNT**

This authorizes LANDBANK to:

1. Debit _____
(Account Name)
- ☐ Checking Account Number _____
2. Credit the BTr Account Number _____, representing the following:
- ☐ Automatic transfer of Quarterly Net Interest Income
- (To be filled up at the end of each reference year)
- ☐ Transfer of the Account balance **at the end of the year**
(Net of maintaining balance and outstanding checks)

Amount in Figures: P _____
Amount in Words: _____

Name and signature of Authorized Signatory

FOR BANK'S USE ONLY:

Signature verified by:	Checked by:	Approved by:	Sight Verified by:
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Validation Print: