



Republic of the Philippines
Department of Education
Region V
SCHOOLS DIVISION OF SORSOGON

January 29, 2026

DIVISION MEMORANDUM

No. 49, s. 2026

**SUBMISSION OF THE DOCUMENTARY REQUIREMENTS FOR REQUESTING FOR
THE ISSUANCE OF SCHOOL SITE SPECIAL PATENT**

TO : Assistant Schools Division Superintendent
Chief Education Supervisors, CID & SGOD
Public Schools District Supervisors/ OIC-PSDSs
Public Elementary and Secondary School Heads
All Other Concerned

1. Pursuant to the **Memorandum of Agreement (MOA)** entered into by and between the **Department of Education (DepEd)** and the **Department of Environment and Natural Resources (DENR)** dated **04 June 2025**, relative to the joint assessment, planning, and implementation of the titling of public school sites through the issuance of Special Patents and Presidential Proclamations, this Office hereby directs all concerned School Heads of the schools listed in **(Annex B)** to secure and submit all available and required ownership documents and other relevant records pertaining to their respective school sites, **on or before 06 February 2026**, including but not limited to the following:

- a. *Archival Record from the Provincial or Municipal Assessor's Office;*
- b. *Certified True Copy of the Conveyance document (Deed of Donation, Deed of Sale, or similar instrument);*
- c. *Historical Background of the possession and/or occupation of the school site; and*
- d. *Recent panoramic photographs of the school site.*

2. The foregoing documents shall serve to expedite the process and facilitate the relocation, subdivision survey, and resolution of issues affecting school sites, and shall be submitted to the **Legal Unit, Schools Division Office of Sorsogon**, within the prescribed period.

3. Attached herewith are copies of the *Memorandum of Agreement (Annex A)* and the *list of concerned school sites (Annex B)* for reference. Schools which have already submitted the foregoing documents may disregard this Memorandum.

4. For information, guidance, and compliance.


JOSE L. DONCILLO, CESO V
Schools Division Superintendent

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** (MOA) is made and entered into by and between:

The **DEPARTMENT OF EDUCATION** (DepED), a government entity, mandated by law to ensure delivery of quality basic education, particularly Batas Pambansa Blg. 232, otherwise known as the "Education Act of 1982," as amended by Republic Act (RA) No. 9155, otherwise known as "Governance of the Basic Education Act of 2001," with principal address at DepEd Complex, Meralco Avenue, Pasig City, Philippines represented by its Secretary, **JUAN EDGARDO "SONNY" M. ANGARA**, hereinafter referred to as "**DepEd**";

-and-

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES** (DENR), a government entity duly organized and existing under the laws of the Republic of the Philippines, with office address at Visayas Avenue, Diliman, Quezon City, herein represented by its Secretary, **MARIA ANTONIA YULO LOYZAGA**, herein referred to as "**DENR**";

Collectively referred to as "Parties" and individually as a "Party."

WITNESSETH THAT

WHEREAS, pursuant to the 1987 Philippine Constitution, the State shall protect and promote the right of all citizens to quality education at all levels and shall take appropriate steps to make education accessible to all. The State shall also establish and maintain a system of free public education in the elementary and high school levels;

WHEREAS, the DepEd, as an institution recognizes and ensures that these rights are protected by providing Filipino children with a school environment conducive to learning;

WHEREAS, the DepEd has identified about 7,784 school sites occupied continuously by public elementary and secondary schools nationwide, which are untitled although they have been occupied by these schools and DepEd for several decades already;

WHEREAS, the establishment on a firm legal basis of the ownership of the aforesaid school sites by DepEd would contribute to the further development and improvement of the public school system on a more stable basis;

WHEREAS, pursuant to Republic Act No. 10023¹ and DENR Administrative Order No. 01, series of 2015,² the DENR shall facilitate all applications for issuance of Proclamations and Special Patents to untitled school sites of the DepEd through its Schools Division Offices or authorized personnel in the Central Office.

¹ An Act Authorizing the Issuance of Free Patent to Residential Land

² Guidelines for the Processing and Issuance of Special Patents for Public School Sites under Republic Act No. 10023

WHEREAS, the DENR, through its field offices, assisted and technically supervised by its Land Management Bureau (LMB), is the primary government agency responsible for the survey of public lands and other government-owned lands including the preparation of presidential proclamations and issuance of special patents;

WHEREAS, the DepEd allocated an amount of Ten Million Pesos (P10,000,000.00) as the initial project cost for this Agreement.

WHEREAS, the funds allocated for the purpose shall cover at least six hundred sixty (660) school sites across the country, subject to the appropriate costs to be determined by the DENR;

WHEREAS, there is a need for close coordination between the DENR and DepEd to fast-track the processing and issuance of said presidential proclamations and special patents;

WHEREAS, the DepEd and the DENR have previously entered into memoranda of agreement dated July 26, 2007, January 28, 2010, and January 9, 2014, respectively, for the purpose of undertaking a joint project to cover the research, survey, field validation/verification, and presentation of maps and technical description and facilitate the titling of public school sites through the issuance of presidential proclamation/special patents, as the case may be, over identified school sites exclusively utilized for educational purposes to protect the interest of public basic education in general and the properties of public schools from encroachment, usurpation, illegal occupation, and adverse claims of ownership by public and private entities, in particular;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the Parties agree as follows:

A. ROLES AND RESPONSIBILITIES OF THE PARTIES

The **DepEd** shall undertake the following:

1. Submit to the DENR the new list of school sites for issuance of proclamation and/or special patent involving parcels of land covering said list of school sites that may qualify for such issuances;
2. Assist the DENR in securing favorable endorsement/clearance from the Department of Public Works and Highways (DPWH) and the Department of Health (DOH) on its request for issuance of proclamations/special patents over the identified school sites;
3. Coordinate with its Regional and Schools Division Offices concerned to assist the DENR in the conduct of survey, research, ground verification, and preparation of maps and technical descriptions of these school sites;
4. Transfer to the DENR funds necessary to implement the activities under this Agreement, in accordance with the Approved Work and Financial Plan (WFP) hereto attached as

Annex A and made as an integral part of this Agreement, subject to applicable accounting, auditing, budgeting laws, rules, and regulations;

5. Provide logistical support to the DENR in the form of manpower, supplies, and equipment, as may be agreed upon by both parties;

The **DENR** shall undertake the following:

1. Conduct survey, research, ground verification, and preparation of maps and technical description of identified school sites occupied by public schools that may qualify for the issuance of presidential proclamations and special patents through the DENR field offices assisted by the LMB;
2. Dispense with the requirements of survey authority in the conduct of the above survey and establish special procedures and/or units in the DENR proper, LMB, and Field Offices whenever manpower and resources will allow, for this project in order to facilitate and expedite the conduct of survey, research, ground verification and preparation of maps and technical description, verification and approval of survey and preparation of the draft proclamation and/or special patent;
3. Prepare drafts of the proposed presidential proclamations or special patents with the assistance of DepEd offices concerned;
4. Endorse proposed presidential proclamations to the Office of the DENR Secretary who shall in turn, recommend approval of the same to the Office of the President, subject to compliance with applicable laws, rules and regulations;
5. Transmit to DepEd the list of approved Presidential Proclamations/Special Patents for school sites;
6. Accept requests, process, and approve Special Patents under RA 10023 or an act Authorizing the Issuance of Free Patents to Residential Lands, subject to compliance with applicable laws, rules and regulations;
7. Submit regular quarterly status reports and liquidation of expenses incurred, including a copy of the Financial Accountability Report No. 1-C (Statement of Obligations, Balances for Inter-Agency Transfers) for the project funds to monitor the utilization of the funds transferred. It shall be submitted within fifteen (15) days after the end of each quarter;
8. Submit an accomplishment report of presidential proclamations/special patents issued to DepEd school sites, which shall be attached to each liquidation report submitted; and

9. Transmit to the LRA Special Patents and all documents necessary for the registration of the corresponding Certificates of Title.

B. MODE OF FUND TRANSFER

The DepEd shall allocate an amount of Ten Million Pesos (P10,000,000.00) for this Agreement. Subject to the Commission on Audit (COA) Circular No. 94-13 regarding the Rules and Regulations in the Grant, Utilization, and Liquidation of Funds Transferred to Implementing Agencies, the transfer of funds to the DENR shall be in three (3) tranches. It shall be made in the following manner:

1. The first tranche amounting to **Five Million Pesos (P5,000,000.00)** shall be transferred by DepEd to the DENR upon the execution of this Agreement.
2. The DepEd shall transfer to the DENR the second tranche amounting to Three Million Pesos (P3,000,000.00) upon fifty percent (50%) liquidation of the funds transferred in the first tranche and submission of physical accomplishment.
3. The third tranche amounting to Two Million Pesos (P2,000,000.00) shall be transferred by DepEd to DENR upon full liquidation of the funds transferred in the first and second tranches and submission of at least seventy-five percent (75%) physical accomplishments or special patents of the total targets under this Agreement.

C. TERM AND TERMINATION

This Agreement shall take effect upon signing by the Parties and shall remain in full force and effect unless sooner terminated upon mutual written consent of the Parties through a written notice of at least thirty (30) days prior to the intended date of termination.

The termination of this Agreement shall not affect the validity, duration, and completion of any project, program, activity, or contract that was already executed pursuant to this Agreement or by virtue of separate agreements unless mutually agreed upon by the Parties.

The obligation of the DENR to submit a liquidation report shall not be affected by the termination of this Agreement.

This Agreement may be renewed through mutual written consent of the Parties subject to the availability of funds and full liquidation of the funds transferred by DepEd to the DENR pursuant to this Agreement.

D. SETTLEMENT OF DISPUTES

The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in

connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

In the event that the Parties fail to reach an amicable settlement, the dispute shall be resolved pursuant to the Uniform Rules on Dispute Resolution under Presidential Decree No. 242, as amended, for Government Agencies and Instrumentalities, and Government-Owned or Controlled Corporations.

E. AMENDMENT, MODIFICATION, AND SEVERABILITY

If any provision of this Agreement or any document executed in connection herewith is declared invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be declared invalid, illegal, or unenforceable as well as any agreement arising from the same shall not in any way be affected or impaired.

DEPARTMENT OF EDUCATION

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES

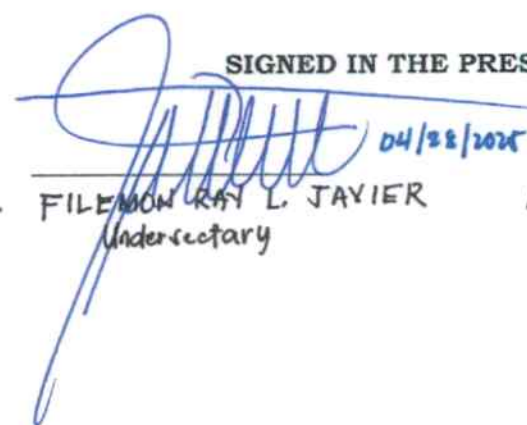
By:

By:


ATTY. JUAN EDUARDO M. ANGARA
Secretary


MARIA ANTONIA YULO LOYZAGA
Secretary

SIGNED IN THE PRESENCE OF:


ATTY. FILEMON RAY L. JAVIER
Undersecretary


ATTY. CHRISTIAN E. RIVERO
Director IV



ACKNOWLEDGMENT

Republic of the Philippines)

PASIG CITY


BEFORE ME, a Notary Public and for the above-named locality, this ____ day of 04 JUN 2025 2024, personally appeared and exhibited to me their respective identification documents herein described:

Name	Govt-issued I.D. No.	Date/Place of Issuance
Atty. Juan Edgardo M. Angara	Passport NO. NO. P6867696B	25 MAY 2021 / DFA MANILA
Maria Antonia Yulo Loyzaga	Passport NO. NO. D00103332A	6 SEPT 2022 / DFA MANILA

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of ____ pages, including the Annex and this page on which this Acknowledgement is written, and acknowledged to me that the same is their free and voluntary act and deed as well as the free, voluntary act and deed of the organizations, agencies or instrumentalities herein represented.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place first written above.

Doc. No. 278
Page No. 57
Book No. 27
Series of 2025.


ATTY. MARY JANE V. FLORES-BALAGTAS
Notary Public
Pasig, Pateros, San Juan
Valid Until December 31, 2025
IBP O.R. No. 511741; 01/03/2025/RSM
PTR O.R. NO. AA 3096182; 01/15/2025
ROLL NO. 42280/Appointment No. 52
MCLE Com. No. (MCLE Completed in IBP-Pasig
Date April 4, 11 and 12, 2025)

Annex B

	Name of School	Municipality/City	Barangay	Lot Number
1	Casiguran Central School	Casiguran	Tulay	360 & 356
2	Tagdon Elementary School	Barcelona	Tagdon	961 & 1058
3	Irosin Central School	Irosin	San Julian	3159 & 7206
4	San Ramon Elementary School	Donsol	San Ramon	3638
5	Sisigon Elementary School	Matnog	Sisigon	1675
6	Tugas Elementary School	Matnog	Tugas	1530
7	San Sebastian Elementary School	Sta. Magdalena	San Sebastian	1300
8	Tigkiw Elementary School	Gubat	Tigkiw	4573
9	San Rafael Elementary School	Sta. Magdalena	San Rafael	1091
10	Patag Elementary School	Irosin	Patag	3387
11	Biton Elementary School	Magallanes	Biton	1885
12	San Ramon Elementary School	Bulan	San Ramon	6462
13	San Rafael Elementary School	Castilla	San Rafael	691
14	San Juan National High School	Casiguran	San Juan	1490Pt.,
15	San Jose Elementary School	Donsol	San Jose	1161
16	San Isidro Elementary School	Bulan	San Isidro	7111Pt.,
17	Luneta Elementary School	Barcelona	Luneta	560
18	Putiao Elementary School	Barcelona	Putiao	1358
19	Paghaluban Elementary School	Barcelona	Paghaluban	1824
20	Burgos Elementary School	Casiguran	Burgos	2155
21	Tigbao Elementary School	Casiguran	Tigbao	801
22	Colambis Elementary School	Casiguran	Colambis	656
23	Bulala Elementary School	Magallanes	Bulala	3722
24	Pili National High School	Magallanes	Pili	2368PT
25	Busay Elementary School	Magallanes	Busay	2423
26	Tongdol Elementary School	Irosin	Tongdol	882