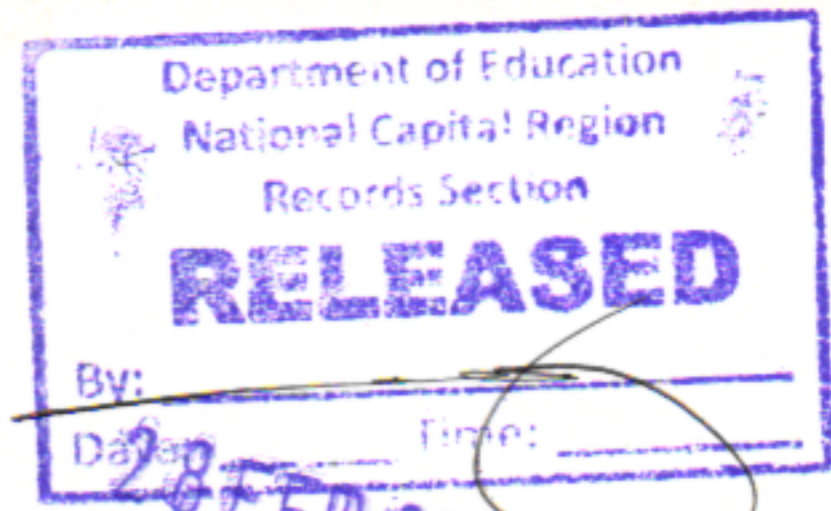




Republic of the Philippines  
**Department of Education**  
NATIONAL CAPITAL REGION



DNCR-F-ORD-033/R0/01112019

**REGIONAL MEMORANDUM**

No. NCR-108, s. 2020

**TO :** Schools Division Superintendents  
Regional and Division Legal Units  
Administrative Services Division  
Division Office Administrative Services Units  
Regional and Division Mediation Units

**FROM :** MALCOLM S. GARMA  
Director IV

**SUBJECT :** Authorized Mediators to Conduct Mediation Process  
pursuant to DepEd Order No. 15, s. 2012

**DATE :** February 26, 2020

In line with the operation of mediation units of the Regional Office and Division Offices of DepEd-NCR pursuant to DepEd Order No. 15, s. 2012, also known as "*DepEd Policy Framework for the Implementation of the Alternative Dispute Resolution (ADR) System-Mediation*", the DepEd-Central Office has recognized 131 personnel of DepEd-NCR as certified mediators after having successfully completed the mediation training program facilitated by The Conflict Resolution Group Foundation, Inc. (The Core Group).

The mediators are authorized to conduct mediation process on handling disputes filed before the agency and which were referred to the Mediation Units for action.

The roster of DepEd-NCR mediators is attached hereto as **Annex "A"**. This shall be in addition to the previous roster of accredited mediators as attached under DepEd Order No. 15, s. 2012.



*A legacy as rich as excellence!*

Misamis St, Bago Bantay, Quezon City  
Tel. Nos.: 920-5824; 926-2213 loc. 801  
Email Address: ncr@deped.gov.ph  
Website: <http://www.deped.gov.ph/regions/ncr/>





Republic of the Philippines  
**Department of Education**  
NATIONAL CAPITAL REGION

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The Schools Division Offices are expected to abide with the issued regional guide in the creation and maintenance of Schools Division Office Mediation Units as contained under Regional Memorandum No. NCR - 137, s. 2019 which is hereto attached as **Annex "B"**.

For information and compliance.



*A legacy as rich as excellence!*

Misamis St., Bago Bantay, Quezon City

Tel. Nos.: 920-5824; 926-2213 loc. 801

Email Address: [ncr@deped.gov.ph](mailto:ncr@deped.gov.ph)

Website: <http://www.deped.gov.ph/regions/ncr/>





ANNEX "A"

Republic of the Philippines  
Department of Education  
OFFICE OF THE UNDERSECRETARY

Field Operations, HR-EWD & PD, and DEACO

DEPARTMENT OF EDUCATION  
RECORDS DIVISION



RELEASED  
03364

CERTIFICATION

By: \_\_\_\_\_ Date: FEB 13 2020

Pursuant to DepEd Order No. 15, s. 2012, *DepEd Policy Framework for the Implementation of the Alternative Dispute Resolution (ADR) System-Mediation*, the Department of Education (DepEd) hereby certifies and recognizes the 131 personnel from DepEd-National Capital Region who completed the 80-hour program and successfully passed the written and practical examinations to be qualified as a mediator facilitated by The Conflict Resolution Group Foundation, Inc. (The CoRe Group).

In line with this, the said personnel/mediators are authorized to conduct mediation process pursuant to DO 15, s. 2012.

  
Atty. REVSEE A. ESCOBEDO  
Undersecretary  


Encl.:

Certification from The Conflict Resolution Group Foundation, Inc.;  
List of 131 trained mediators

BHROD-PD/Alviar

DEPARTMENT OF EDUCATION  
RECEIVED  
FEB 13 2020  
BY: \_\_\_\_\_ TIME: 2:36  
MA. THERESA M. CASTRO

**List of Participants****Batch 1:**

No.	NAME (Last, First)	Division
1	Aliñab, Jocelyn M.	SDO- Caloocan
2	Ampuan, Priscilla D.	SDO- Quezon City
3	Apuan, Roselie M.	SDO- Caloocan
4	Arevalo, Emclando R.	DEPED- Caloocan
5	Avila, Clarisa C.	SDO- Caloocan
6	Bialno, Elvie G.	SDO- Navotas City
7	Cascabel, Francisco C. Jr	SDO- Malabon City
8	Datu, Perlita L.	SDO- Caloocan
9	De Guzman, Floramante J.	SDO- Valenzuela City
10	De Guzman, Orlando S.	DEPED- Valenzuela City
11	Evangelista, Sheridan G.	San Bartolome High School, SDO-Quezon City
12	Fabro, Walter H.	SDO- Valenzuela City
13	Garcia, Hermina C.	DEPED- Malabon City
14	Gayola, Juanito H.	DEPED SDO- Malabon City
15	Jarina, Marites B.	SDO- Malabon City
16	Javier, June Fermin L.	DEPED- Navotas
17	Kalaw, Rebecca C.	SDO-Quezon City
18	Llanera, Edna L.	SDO- Valenzuela
19	Marquez, Joafy P.	SDO- Quezon City
20	Matic, Florita R.	SDO- Valenzuela
21	Mayrina, Emelbon S.	SDO- Malabon City

22	Padernal, Sonia M.	SDO- Navotas City
23	Palomar, Isabel C.	SDO- Navotas City
24	Quijano, Florietta M.	DEPED- Navotas
25	Ramos, Regina E.	DEPED- Navotas
26	Resma, Ma. Debbie M.	DEPED- Quezon City
27	Roque, Melvin Willy II	SDO- Valenzuela City
28	Sabado, Bucnafc E.	SDO- Valenzuela City
29	Salom, Ruth B.	SDO- Caloocan
30	Sanchez, Eloisa S.	SDO- Navotas City
31	Santos, Remedios L.	SDO- Valenzuela City
32	Soriano, Clarissa A.	DEPED- Malabon City
33	Tolentino, Arturo A.	SDO- Caloocan
34	Tropel, Jean A.	SDO- Valenzuela City
35	Vicente, Vicente B.	DEPED- Malabon City

**Batch 2:**

No.	NAME (Last, First)	Division
1	Adorio, Paulo T.	DEPED- Manila
2	Andrada, Nida P.	SDO- Marikina City
3	Bacle, Dennis M.	SDO- San Juan City
4	Belena, Nelita F.	SDO- Parañaque City
5	Camayra, Cesar A.	SDO- San Juan City
6	Chico, Ma. Teresa M.	DEPED- Manila
7	Claor, Orlando D.	SDO- San Juan City
8	Cruz, Melody P.	SDO- Pasay City

9	Everdone, Azucena L.	DEPED- Pasay City
10	Garperio, Lillia G.	SDO- Marikina City
11	Gener, Lucita A.	DEPED- SDO Manila
12	Japone, Anna A.	SDO- Marikina City
13	Javier, Corazon A.	DEPED SDO- Parañaque City
14	Magayanes, Ma. Jessica S.	DEPED- Pasay City
15	Mengote, Vito L.	DEPED- San Juan
16	Mesada, Renato B.	DEPED- Pasay
17	Munar, Zenaida S.	SDO- Marikina City
18	Santos, Emily G.	DEPED- Marikina
19	Sendiong, Emma A.	DEPED SDO- San Juan City
20	Serdaña, Mineilwin	SDO- Parañaque
21	Sudsakorn, Leah E.	SDO- Parañaque
22	Suegay, Nancy E.	DEPED SDO- Marikina City
23	Tirol, Rodolfo C.	DEPED- Pasay
24	Tulaylay, Lloyd T.	SDO- San Juan City
25	Trinidad, Maria Carmina Lucia A.	DEPED- Pasay
26	Zaragoza, Ma. Dolora M.	DEPED- Parañaque

**Batch 3:**

No.	NAME (Last, First)	Division
1	Abat, Beatriz D.	DEPED-SDO Las Piñas
2	Aberin, Ma. Bernice Doreen M.	DEPED-Mandaluyong
3	Ado, Rex A.	SDO-Mandaluyong

4	Agar, Irene C.	DEPED-SDO Las Piñas
5	Arreza, Quinn Norman O.	DEPED-SDO Tapat
6	Austero, Raquel M.	SDO-Las Piñas
7	Balane, Joselin S.	SDO-Mandaluyong
8	Bunagan, Felix T.	DEPED-Makati
9	Castrence, Jean B.	SDO-Mandaluyong
10	Cruz, Romela M.	SDO-Mandaluyong
11	Espelico, Danny D.	DEPED Taguig City and Pateros
12	Esperanza, Annaliza G.	SDO-Taguig City and Pateros
13	Gangco, Al-nemery M.	DEPED-NCR
14	Gellecanao Jet O.	SDO-Mandaluyong
15	Gubalane, Zoren Pepito L.	SDO-Muntinlupa
16	Gunting, Mohammad Khalid B.	DEPED-NCR
17	Guzman, Marites A.	SDO-Las Piñas
18	Jamindang, Roldan R.	SDO-Taguig City and Pateros
19	Luna, Mariel Eugene L.	SDO-Muntinlupa
20	Macabando, Yassema C.	RO-NCR
21	Magsino, Rodel C.	Taguig City
22	Manginga, Hiede S.	DEPED-Makati
23	Navarro, Shella C.	SDO-Muntinlupa
24	Ontangco, Rowena S.	DEPED-NCR Regional Office
25	Osmeña, Ruhjen S.	DEPED-Las Piñas
26	Paras, Gene-Alfred U.	DEPED-SDO Las Piñas
27	Querubin, Ador B.	DEPED-Muntinlupa

28	Regacho, Erness Faith J.	DEPED- Muntinlupa
29	Romero, Armando N.	SDO-Muntinlupa
30	Samadan, Eden F.	DEPED-Makati
31	Sedilla, Carleen S.	DEPED-Taguig and Pateros
32	Soriano, Marian A.	SDO-Makati
33	Soriano, Sheila F.	DEPED-SDO Las Piñas
34	Tagle, Felices P.	DEPED-SDO Las Piñas
35	Urquia, Gina U.	DEPED-SDO Muntinlupa

**Batch 4:**

No.	NAME (Last, First)	N-name
1	Adraneda, Jennifer C.	SDO- Pasig
2	Aquino, Elizabeth Cabrido	SDO- Malabon
3	Ayque, Rosalio	Deped Caloocan
4	Cantos, Osarlo M.	Deped Makati
5	Casangkapan, Antonio C.	SDO - Manila
6	Cruz, Olival B.	SDO - Navotas
7	Dela Rosa, Ma. Theresa Certeza	SDO Muntinlupa
8	Delgado, Neneth Requero	SDO- Marikina
9	Feria, Eva Valdez	DepEd- Manila
10	Galman, Marcelino B. Jr	SDO-Quezon City
11	Garabiles, Anselmo Gabuat	DepEd- San Juan
12	Gonzales, Aida	DepEd-Pateros
13	Hoggang, Kathrine Mae M.	SDO Calocan City
14	Javier, Z-Lenin A.	DepEd- Parañaque



15	Manaoat, Ma. Leny A.	DepEd SDO TAPAT
16	Marcelo, Raynan R.	DepEd Makati City
17	Martinez, Joselyn F.	IDepEd Malabon
18	Mendiola, Dinno P.	SDO Navotas
19	Mondoy, Jennifer B.	DepEd- SDO Caloocan
20	Nabor, Alda B.	SDO- Quezon City
21	Orquina, Reena G.	Schools Division of Parañaque City
22	Paddayuman, Maria Imelda B.	SDO-Quezon City
23	Palmero, Ayzel Lea R.	DepEd NCR
24	Ricabar, Remia L.	SDO- Marikina City
25	Rey, Remedios Peña	SDO-Malbon City
26	Ruga, Jeanette J.	DepEd Las Piñas
27	Sally, Ferdinand T.	DepEd Valenzuela City
28	Santos, Dulce O.	SDO Pasig City
29	San Pedro, Irma E.	DepEd Tapat
30	Simeon, Audette U.	DepEd- SDO Quezon City
31	Tesorero, Myrvane Joy C.	DepEd SDO Pasig
32	Tiangco, Imelda F.	DepEd Valenzuela City
33	Trongco, Rosalie A.	DepEd- Makati City
34	Vibar, Welhelmina O.	DepEd Malabon
35	Villarias, Hogier R.	SDO-Manila

Legal

ANNEX "B"



Republika ng Pilipinas  
 (Republic of the Philippines)  
**KAGAWARAN NG EDUKASYON**  
 (DEPARTMENT OF EDUCATION)  
**PAMBANSANG PUNONG REHIYON**  
 (NATIONAL CAPITAL REGION)  
 Daang Misamis, Bago Bantay, Lungsod Quezon  
 (Misamis St., Bago Bantay, Quezon City)

Department of Education  
 National Capital Region

**MEMORANDUM**  
 No. NCR- 147 s. 2019

**RELEASED**  
 By: [Signature]  
 Date: 12 SEP 2019 Time: 3

**TO :** Schools Division Superintendents  
 Administrative Services Division  
 Regional Legal Unit  
 Division Office Attorney III/Legal Coordinator/s  
 Division Administrative Services Office  
 Public Schools Heads and Teachers  
 Accredited Mediators  
 All Concerned

**FROM :** [Signature]  
**WILFREDO E. CABRAL**  
 Director III  
 Officer-in-Charge  
 Office of the Regional Director

**SUBJECT :** Alternative Dispute Resolution System-Mediation in DepEd-NCR

**DATE :** September 2, 2019

In line with the provision of DepEd Order No. 15, s. 2012 or the DepEd Policy Framework for the Implementation of the Alternative Dispute Resolution (ADR) System-Mediation, the attached guidelines shall be observed whenever complaints and cases which could be the subject of mediation are filed in public schools, Schools Division Offices and Regional Office.

The Schools Division Superintendents are hereby advised to establish their respective Division Mediation Units and compose its members in accordance with Section 7 of the provided guidelines. The composition of each Division Mediation Units must be submitted to this Office (Attn: Administrative Services Division and Regional Legal Unit) within 15 days from receipt of this memorandum.

Finally, to maintain the efficient operation of the mediation units, the Schools Division Superintendents are highly encouraged to include in their respective Division Office plans, the provision of funding for the activities of the mediation units as enunciated under Section 14 of the provided guidelines.

**Immediate dissemination of and compliance with this Memorandum is desired.**

Enc.: ADR System-Mediation in DepEd-NCR



**Republika ng Pilipinas**  
*(Republic of the Philippines)*  
**KAGAWARAN NG EDUKASYON**  
*(DEPARTMENT OF EDUCATION)*  
**PAMBANSANG PUNONG REHIYON**  
*(NATIONAL CAPITAL REGION)*  
Daang Misamis, Bago Bantay, Lungsod Quezon  
*(Misamis St., Bago Bantay, Quezon City)*

**ALTERNATIVE DISPUTE RESOLUTION (ADR) SYSTEM - MEDIATION IN THE DEPARTMENT OF  
EDUCATION - NATIONAL CAPITAL REGION (DEPED-NCR)**

**SECTION 1. POLICY STATEMENT**

Pursuant to the Philippine Constitution<sup>1</sup>, Executive Order No. 523 dated April 7, 2006 which instituted the use of Alternative Dispute Resolution (ADR) in all government agencies in line with Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004." DepEd shall promote the use of alternative dispute resolution for a speedy resolution of disputes in the Department. To this end, the DepEd recognizes the importance of resolving disputes through the use of alternative dispute resolution processes, particularly mediation.

DepEd has adopted the policy framework and guidelines on mediation as a means to provide autonomy or freedom among disputants to make arrangements in resolving their disputes through the issuance of DepEd Order No. 15 s. 2012.

For this purpose, DepEd-NCR hereby adopts this rules to govern mediation in the Region, using the framework postulated under the said DepEd Order No. 15, s. 2012.

**SECTION 2. OBJECTIVES**

The purpose of mediation is to provide a fast, fair and non - adversarial process for managing disputes. Specifically, it aims to:

- a. Manage disputes at the lowest possible level;
- b. Provide an alternative procedure and enhance the existing mechanism in managing disputes; and
- c. Develop the capabilities of personnel in managing disputes at all levels

1. Philippine Constitution Art. III, Sec. 16

"All persons shall have the right to a speedy disposition of their cases before all judicial, quasi-judicial, or administrative bodies."

### SECTION 3. DEFINITION OF TERMS

- A. ADR- refers to any process used to resolve a dispute or controversy, other than by adjudication of a presiding judge of a court or an officer of a government agency, as defined in Republic Act No. 9185, wherein a neutral third party participates to assist in the resolution of issues which includes voluntary mediation for the purpose of this framework.
- B. DepEd - refers to the Department of Education which includes the Regional Office, Division Offices, District Offices and public elementary and secondary schools.
- C. Complaint - refers to any allegation of any act or omission which may appear to be unreasonable, unfair, oppressive, discriminatory, illegal, unjust, improper or inefficient involving DepEd officials and employees and those under the Department's jurisdiction which may be subject of mediation.
- D. Dispute - refers to any disagreement among parties that may result in a complaint.
- E. Disputants - refers to the parties involved or having a stake in a conflict or controversy.
- F. Complainant - refers to any person filing a complaint.
- G. Mediator - refers to a neutral/third party official or employee of DepEd certified by the Department to handle or conduct a mediation process.
- H. Mediation - refers to the process that facilitates communication and negotiation that assists the disputants towards reaching a voluntary and mutually acceptable settlement agreement.
- I. Mediation Unit - refers to a unit established in the DepEd offices in charge of monitoring the implementation of mediation program at their respective levels.
- J. Initial Conference - refers to the mandatory initial meeting in which the disputants involved in a conflict/dispute are called to appear before a mediator to discuss the process, benefits and advantages of mediation. Its purpose is to determine the readiness and willingness of the disputants to submit their dispute to mediation.
- K. Private Caucus - refers to the process wherein the mediator, at his/her discretion, conducts separate sessions privately and in confidence with each of the disputing parties. This is the exploratory stage during the mediation process, where each party is encouraged to speak more openly about issues and potential options for settlement.

- L. Settlement Agreement - refers to mutual concessions or the consensus arrived at by the contending parties during the mediation proceedings reduced into writing and signed by the disputants and the mediator.
- M. Motu Proprio Cases - refers to cases initiated by the disciplining authority as provided in DepEd Order No. 49. S. 2006.
- N. Confidential Information – refers to privileged communication shared by the parties for the purpose furthering the mediation proceeding.

#### SECTION 4. SUBJECT OF MEDIATION

The following shall be subject to mediation:

- A. Complaints/Disputes concerning an act or omission of DepEd officials/employees which maybe the subject or mediation and which fall under light offenses where the corresponding penalty is reprimand pursuant to Section 58 of DepEd Order No. 49, s. 2006. Otherwise known as the Revised Rules of Procedure of the Department of Education in Administrative Cases, such as:
  - a. Discourtesy in the course of official duties;
  - b. Improper or unauthorized solicitation of contributions from subordinate employees and by teachers or school officials from school children;
  - c. Violation of reasonable office rules and regulations;
  - d. Frequent unauthorized tardiness (habitual tardiness);
  - e. Gambling prohibited by law;
  - f. Refusal to render overtime service;
  - g. Disgraceful, immoral or dishonest conduct prior to entering the service;
  - h. Borrowing money by superior officers from subordinate employees;
  - i. Lending money at usurious rates of interest;
  - j. Willful failure to pay just debts or willful failure to pay taxes due to the government;
  - k. Lobbying for personal interest or gain in legislative halls and offices without authority;
  - l. Promoting the sale of tickets in behalf of private enterprises that are intended for charitable or public welfare purposes and even in the latter cases, if there is no prior authority;
  - m. Failure to act promptly on letters and requests within fifteen (15) days from receipt, except as otherwise provided in the rules implementing the Code of Conduct and Ethical Standards for Public Officials and Employees;
  - n. Failure to process documents and complete action on documents and papers within a reasonable period of time from preparation thereof except as otherwise

provided in the rules implementing the Code of Conduct and Ethical Standards for Public Officials and Employees;

- o. Failure to attend to anyone who wants to avail himself of the services of the office or act promptly and expeditiously on public transactions;
  - p. Engaging in the private practice of his profession unless authorized by the Constitution, law or regulation, provided that such practice will not conflict with his official functions; and
  - q. Pursuit of private business, vocation or profession without the permission required by Civil Service rules and regulations.
- B. Other similar offenses which the parties agreed to settle through mediation which are not contrary to laws, morals, public policy and interest, and which is within the purview of DepEd's mediation framework.

#### **SECTION 5. OFFENSES GOVERNED BY OTHER RULES OF PROCEDURE**

The following offenses shall not be subject to mediation:

- A. Sexual harassment cases as provided for in Republic Act No. 7877;
- B. Child abuse cases as provided for in Republic Act No. 7610 and DepEd Order No 40, s. 2012;
- C. Cases involving Violence Against Women and Children as provided for in Republic Act No. 9262;
- D. Disciplinary cases not provided under paragraph 1, Section 4 of these policy guidelines which shall be resolved pursuant to the uniform Rules on Administrative Cases;
- E. Motu Proprio Cases;
- F. Anonymous complaints; and
- G. Work-related grievances shall, as much as possible, be resolved through the grievance machinery of the department.

#### **SECTION 6. FORM OF COMPLAINT**

The form of complaint or request for assistance shall be under oath and shall be written in a clear, simple, and concise language to inform the person complained of, about the nature and cause of accusation against him.

In any case, the requesting or complaining party shall indicate his/ her complete address or e-mail address, contact numbers and those of the party/ies complained of.

## SECTION 7. MEDIATION UNIT

There shall be a Mediation Unit at the Regional Office and Division Offices. The Mediation Unit shall be constituted by the Regional Director or Schools Division Superintendents in their respective Offices and shall be composed of three (3) members who are non-mediators<sup>2</sup> with one member preferably coming from the Legal Office.

### A. COMPOSITION

1. Regional Mediation Unit
  - a. Chairman – Assistant Regional Director/Authorized Personnel
  - b. Members:
    1. Chief of the Administrative Services Division or his/her Representative
    2. Head of the Regional Legal Unit or his/her Representative
    3. A legal unit or a Senior Personnel
2. Division Mediation Unit
  - a. Chairman – Assistant Schools Division Superintendent/ Division Chief
  - b. Members:
    1. A Division Chief
    2. Head of the Division Legal Unit/ Legal Coordinator or his/her Representative
    3. Administrative Officer V of the Administrative Unit or his/her representative
3. In considering the composition of the Mediation Unit, the following should be taken into account:
  - a. Members of the Mediation Unit must be knowledgeable on legal and ADR proceedings of the Department;
  - b. Members of the Mediation Unit must possess integrity and should be able to keep confidential all information received; and
  - c. Members of the Mediation Unit must be advocates of Alternative Dispute Resolution.
4. A Secretariat composed of at least two (2) members shall be selected/ designated by the Mediation Unit.

### B. FUNCTIONS

<sup>2</sup> Mediators may be members of the Mediation Unit, should the appropriate exemption from the Central Office be issued or should the mediator does not opt to partake in the mediation proceeding.

The Mediation Unit shall manage disputes at their respective levels, which includes monitoring and evaluation of the implementation of the mediation program and the performance of the mediators. The Unit shall maintain a roster of trained mediators.

In addition to the roster of trained mediators as appended under DepEd Order No. 15 s. 2012, a memorandum indicating the names of qualified mediators shall be issued.

## SECTION 8. MEDIATION PROCESS

### A. FOR TEACHING AND TEACHING RELATED-PERSONNEL

#### 1. Processing of Complaint

All complaints against teaching and teaching related personnel which were filed or submitted to the Office of the Regional Director or Office of the Schools Division Superintendent, shall be processed for determination on whether it is appropriate for mediation under Section 4 of this policy guidelines.

2. The Regional Director shall then refer the mediatable case/complaint to the Regional Mediation Unit or Schools Division Office concerned, with attention directed to the Division Mediation Unit. The Schools Division Superintendent may refer the mediatable case/complaint to the Division Mediation Unit, only when all the issues alleged in the complaint are subject for mediation.

3. The Mediation Unit shall conduct Mediation Orientation for the following:

- a. Provide the parties a general overview of the mediation and its proceedings.
- b. Determine the following:
  - i. if it is practicable for disputants to attend the mediation proceedings; and
  - ii. there is a need for emergency relief which makes referral to mediation impracticable.

#### c. Docket the Complaint

- i. In the event that that the parties agree to mediation, the case/ matter shall then be docketed using the reference code numbers (*Form No. 1*) As provided in *Annex A*.

#### d. Facilitate the Selection of Mediator

- i. The Mediation Unit shall provide a roster of mediators from which the disputing parties will select their common choices; and



- ii. In case the disputing parties do not have a common choice on a mediator, the Mediation Unit shall select a mediator by raffle.

#### 4. Transmittal to Mediator

The Mediation Unit shall transmit the Complaint to the selected Mediator within three (3) days from the conduct of Mediation Orientation.

In the event where no Mediation Orientation was conducted by the Mediation Unit due to time constraints, the assigned Mediator shall conduct said orientation.

#### 5. Initial Conference

The initial conference shall be conducted within fifteen (15) working days from the date of acceptance by the selected mediator. The disputants may agree on the schedule of the subsequent conferences, if warranted.

During the initial conference, the disputants shall sign an agreement to mediate (Form No. 5 Annex C) and agree to abide by these policy guidelines. The mediator will then commence with the mediation process. However, if any or the disputants fail to appear during the initial conference despite due notice, the mediator shall schedule another conference.

Failure of one of the disputants to attend two (2) sessions without prior notice and/or justifiable cause shall warrant the termination of the mediation and the case shall be referred to the proper office or Disciplining Authority for appropriate action or disposition.

#### 6. Period for Settlement/ Extension

If no settlement agreement is reached within thirty (30) working days from the date of the initial conference, the mediator may close and terminate the mediation proceedings unless there is a written request from all disputants to extend the process.

In no case shall the extension exceed thirty (30) working days and the case will be returned to the Mediation Unit for appropriate action.

#### 7. Execution and Enforcement of Settlement Agreement

When the disputants reach a settlement, an agreement (Form No. 6/ Annex D) shall be prepared and signed by the disputants with the assistance of their respective counsels if there are any, and by the mediator.

The disputants and their respective counsels shall endeavor to make the terms and conditions of the settlement agreement complete and shall stipulate adequate provisions for the contingency of breach and the possibility of conflicting interpretations of its provisions.

If the disputants so desire, the settlement agreement may be deposited with the appropriate clerk of the regional trial court of the place where one of the disputants reside. Where there is a need to enforce the settlement agreement, a petition may be filed by any of the disputants with the same court.

8. The Mediation Unit shall forward the agreement/ mediation report to the Regional Director.
9. For cases where no settlement was reached, the Regional Director shall issue an order to conduct or continue with the investigation of the case.

#### **B. FOR SCHOOLS DIVISION NON-TEACHING PERSONNEL**

##### **1. Processing of Complaint**

All complaints against non-teaching personnel shall be submitted to the Schools Division Superintendent who shall determine whether it is appropriate for mediation under Section 4 of this policy guidelines. Should the case/complaint be subject to mediation, the same proceedings of stated under A (items 3-9), Section 8 hereof shall be followed.

2. The Mediation Unit shall forward the agreement/mediation report to the Schools Division Superintendent for disposition.
3. For cases where no settlement was reached, the Schools Division Superintendent shall issue an order to conduct or continue with the investigation of the case.

### **SECTION 9. THE PARTIES**

#### **1. APPEARANCE OF PARTIES**

The parties shall appear in person. In the case of agencies and/or organizations, the parties may appoint representatives to act for and on their behalf at the mediation. The parties shall confer upon their representatives the necessary full authority or special power of attorney to enter into mediation and sign agreements.

#### **2. APPEARANCE OF COUNSEL**

The parties may appear with or without a counsel. The absence or unavailability of a counsel shall not prevent the mediation to proceed.

The parties may seek outside professional advice that will aid them in making informed decisions and in understanding the implications of any proposal. Also, the parties may seek independent and/or technical advice before a settlement agreement is signed and they are free to make whatever choices they desire regarding specific settlement options.

The counsel may be consulted by the parties but he/she (counsel) shall not be allowed to participate during the mediation. In general, the counsel will act only as an observer.

The Department Attorneys and Legal Staff of the Division Offices and Regional Offices of the National Capital Region shall not in any way take part in the mediation proceedings, except as mediator or member of the mediation unit.

## SECTION 9. THE MEDIATOR AND MEDIATION DAYS

### 1. Qualifications of a Mediator

The mediator shall possess the following qualifications:

- a. Has the willingness to assist the parties to settle their disputes amicably;
- b. Displays patience, empathy and integrity;
- c. Has completed forty (40) hours of training on mediation and the corresponding forty (40) hours of internship;
- d. Certified by a recognized mediation training institution and by DepEd as a mediator.

### 2. Clustering of Mediators and Mediation Day

To provide the parties the opportunity to select their mediator whom they can trust to facilitate the mediation process and to take advantage of the existence of other mediators in adjoining Division Offices, a cluster, composed of a number of adjoining Schools Division Offices shall be established.

Under the clustering scheme, parties are allowed to choose their mediator from the roster of accredited mediators of the SDOs within the cluster, should they fail to choose a mediator assigned in their Schools Division.

A Memorandum of Understanding shall be signed by the Schools Division Offices to further guide each Division Offices.

The Clusters shall be as follows:

<b>Cluster 1</b>	Schools Division Office of Valenzuela
------------------	---------------------------------------

	Schools Division Office of Malabon Schools Division Office of Navotas
<b>Cluster 2</b>	Schools Division Office of Caloocan Schools Division Office of Manila
<b>Cluster 3</b>	Schools Division Office of Quezon City Schools Division Office of San Juan Schools Division Office of Marikina
<b>Cluster 4</b>	Schools Division Office of Pasig Schools Division Office of Mandaluyong
<b>Cluster 5</b>	Schools Division Office of Muntinlupa Schools Division Office of Paranaque Schools Division Office of Las Piñas
<b>Cluster 6</b>	Schools Division Office of Makati Schools Division Office of Taguig and Pateros Schools Division Office of Pasay

Each Schools Division in a cluster shall assign their respective mediation day.

All duties and responsibilities as prescribed are considered as obligatory.

Mediation conducted during holidays or any other non-working days shall entitle the mediator of the corresponding service credit, compensatory time-off, or overtime pay, as the case maybe, at the discretion of the head of office of that office where the mediator is stationed.

### 3. Disclosure of Interest

The mediator shall immediately disclose to the Mediation Unit as well as to the disputing parties, all circumstances that are likely to create an impression of bias or prevent him from acting promptly. Upon receipt of the disclosure, the Mediation Unit shall select another mediator by raffle unless the disputing parties decide otherwise.

### 4. Duties and Functions

The mediator shall:

- a. Abide by the terms of the Agreement to Mediate (Form No. 5) and the Code of Conduct for Mediators (Annex E)
- b. Facilitate the negotiations between the parties toward a mutually acceptable solution; and

- c. Assist the parties in drawing up the written settlement agreement.

In case of failure of the mediation and the case is elevated to a court of law, the mediator who mediated such a case shall inhibit himself/herself in the litigation and/or investigation of the same case in whatever capacity.

The mediator shall not make any ruling, finding or recommendation with respect to the dispute, even with the express request of all the parties involved.

## SECTION 10. CONFIDENTIALITY

### 1. CONFIDENTIALITY OF PROCEEDINGS

- a. All mediation proceedings shall be kept strictly confidential. No transcript or any audiovisual recording shall be taken during the mediation process through the use of any technology such as cellular phones and video cameras.
- b. All notes and admissions of the parties involved in the dispute shall not be admitted in any judicial or quasi-judicial proceedings.
- c. The mediator may take down personal notes which shall not form part of the records of the mediation process. These personal notes shall be destroyed immediately upon termination of the mediation process.
- d. Any violation of the confidentiality requirement shall be dealt with administratively without prejudice to the filing of other criminal and civil cases by parties-in-interest.

### 2. DISCUSSION OF CONFIDENTIAL NATURE OF MATTERS TAKEN DURING THE PROCEEDINGS

The mediator shall discuss the issues of confidentiality with the parties involved in the dispute during the initial conference.

#### Privilege of Confidentiality

- a. All information obtained through mediation shall be construed as strictly privileged and highly confidential.
- b. Mediator or party involved in the dispute or the counsel for the parties shall be prohibited to disclose confidential information through all forms of media - print, broadcast or electronic.
- c. In a judicial or quasi-judicial proceeding, a mediator is prohibited to testify or to execute any affidavit about any confidential information gathered during the mediation process.

### **Exception to the Privilege of Confidentiality**

There is no privilege against disclosure under this section if the mediation communication is:

- a. In an agreement evidenced by a record authenticated by all parties to the agreement;
- b. Available to the public;
- c. A threat or statement of a plan to inflict bodily injury or commit a crime of violence;
- d. Intentionally used to plan a crime attempt to commit a crime or conceal an ongoing crime or criminal activity;
- e. Sought or offered to prove or disprove a claim or complaint of professional misconduct or malpractice filed against a mediator in a proceeding; or
- f. Sought or offered to prove or disprove a claim or complaint of professional misconduct or malpractice filed against a party, non-party participant, or representative of a party based on conduct occurring during the mediation.

### **3. Waiver of Privilege**

The privilege of confidentiality of information may be waived in writing during the mediation proceedings by the mediator and the parties involved in the dispute.

### **4. Prohibition/Exceptions**

A mediator shall not make a report, assessment, evaluation, recommendation, finding or other forms of communication regarding a mediation to a court or agency or other authority that makes a ruling on a dispute that is the subject of a mediation, except:

- a. To state that a mediation took place or was terminated or that a settlement was reached; and
- b. As permitted to be disclosed under Section 10.4 of this policy guidelines.

## **SECTION 11. MEDIATION OF PENDING CASES**

A pending administrative case may be subjected or referred to the mediation process under the following requisites:

- a. The complaint/ charge is subject of mediation;
- b. It is within the jurisdiction of the Mediation Unit; and
- c. Both parties agree to the process.

## **SECTION 12. TERMINATION OF PROCEEDINGS**

### **1. Grounds for Termination**

The process shall be terminated when:

- a. A party withdraws from the mediation process;
- b. A written settlement agreement is executed and duly signed by the parties;
- c. No settlement agreement is reached;
- d. death; and/or
- e. There are circumstances which exist as described in sub-paragraphs c and d of Section 10.4 of this policy guidelines.

### **2. Motions for Re-Opening**

As a rule, only one motion or request from both parties for the re-opening or mediation proceedings shall be entertained subject to the approval of the Mediation Unit. *(Please refer to Form No. 11. Annex G)*

## **SECTION 13. INCENTIVES, COMPENSATION AND FUNDING**

The mediators and members of the Mediation Unit shall not request, solicit, receive or accept any gift or any type of compensation from the parties for the mediation he/she is handling. The grant of honoraria for mediators and members of the Mediation Units as incentive shall be subject to the existing rules and regulations of the COA and DBM.

## **SECTION 14. ADVOCACY AND WAYS FORWARD FOR THE MEDIATION UNIT AND MEDIATORS**

The Regional Office and Schools Division Offices shall include the following in its regular legal-related activities, to wit:

1. Conduct of advocacy activities and regular orientation on ADR and the mediation process and its benefits to all its employees in the school, division and regional offices during appropriate events /activities such as during executive meetings, inset, teacher's induction program, school head development program, and the like.

2. Continuous Capacity Building to be initiated by the Regional or Division Offices, shall be conducted for the Mediators or Members of the Mediation Units.
  - a. Accredited Mediators shall undergo annual training for at least twenty-four (24) hours for their Continuing Professional Development.
  - b. Training for new Mediators for the Regional and Division Offices shall be conducted at least every two (2) years from the implementation of this Mediation Guidelines.
  - c. Benchmarking activities shall be conducted by Mediation Unit Members to improve the Mediation Units and Mediator's performance.
3. Conduct of Meetings.
  - a. Semi-annual meetings with the Mediation Unit Members for coaching and updating and to share best practices shall be held at the Regional Office, whenever practicable; and
  - b. Clustered Meetings may be held at the initiative of each cluster for a definite purpose.
4. Production of infomercials, flow charts and pamphlets to advocate ADR.

#### **SECTION 15. RECORDKEEPING AND FORMS**

All forms pertaining to the case must be kept confidential by the Mediation Unit. No person other than the mediator in charge of the case and the members of the Mediation Unit is allowed to view the case filed. Minutes of the mediation sessions prepared by the mediators to guide them in the process shall be destroyed upon termination or completion of the mediation process.

The original forms appended under DepEd Order No. 15, s. 2012 shall still be utilized.

#### **SECTION 16. EFFECTIVITY**

These policy guidelines shall take effect immediately.



MEDIATION TRACKING FORM

PARTIES	
Complainant/s:	Respondent/s:
Counsel:	Counsel:
Mediator:	

APPEARANCES					
Date	Signature of Complainant/s	Signature of Respondent/s	Signature of Mediator	Agreed Re-set Date	Reasons for Re-setting
1 <sup>st</sup>					
2 <sup>nd</sup>					
3 <sup>rd</sup>					
4 <sup>th</sup>					

RESULT	
<input type="checkbox"/> SUCCESSFUL MEDIATION	<input type="checkbox"/> RETURNED WITHOUT ACTION
<input type="checkbox"/> Agreement	<input type="checkbox"/> Complainant declined mediation <input type="checkbox"/> Respondent declined mediation <input type="checkbox"/> Complainant's non-appearance <input type="checkbox"/> Respondent's non-appearance <input type="checkbox"/> Others:
<input type="checkbox"/> FAILED MEDIATION	
Due to:	

### Guide in assigning a Reference Code Number

Sample code number: 01001-01012011-001

1. The first five (5) digit number shall refer to the DepED Office (CO, RO or DO), where the case was filed. Please refer to Table 1 for reference.  
eg. 01001 = Ilocos Norte
2. The next eight (8) digit number in the middle (mid of -) shall refer to the date the case was submitted for mediation. Please maintain the above format for consistency (mm/dd/yr). Two digit format for the month and the date while four (4) digit format for the year.  
eg. 01012011 = January 1, 2011
3. The last three (3) digit number shall refer to the series of cases filed for mediation during the day. Series number starts everyday from 001  
Eg. 001 = Case number 1

Table 1

00000	Central Office	02007	Caueyan City	42005	Romblon	07004	Dumaguete City	10004	Misamis Occidental	14009	Dinagat Islands
01000	Region I	02008	Sanfiego City	42006	Puerto Princesa City	07005	Lapu-Lapu City	10005	Misamis Oriental	16001	Abra
02000	Region II	03001	Aurora	42007	Calapan City	07006	Mondaue City	10006	Cagayan de Oro City	16002	Apayao
03000	Region III	03002	Bataan	05001	Albay	07007	Negros Oriental	10007	Gingoog City	16003	Benguet
41000	Region IV-A	03003	Bulacan	05002	Camarines Norte	07008	Siguir	10008	Iligan City	16004	Iligan
42000	Region IV-B	03004	Nueva Ecija	05003	Camarines Sur	07009	Toledo City	10009	Ozamis City	16005	Kalinga
05000	Region V	03005	Pampanga	05004	Catanduanes	07010	Beyawan City	10010	Oroquieta City	16006	Mt. Province
06000	Region VI	03006	Tarlac	05005	Masbate	07011	Danao City	10011	Tangub City	16007	Baguio City
07000	Region VII	03007	Zambales	05006	Sorsogon	07012	Tagbilaran City	10012	Valencia City	17001	Manila
08000	Region VIII	03008	Angeles City	05007	Iriga City	07013	Talisay City	10013	Malaybalay City	17002	Quezon City
09000	Region IX	03009	Cebuansatuan City	05008	Legaspi City	07014	Tanjay City	11001	Compostela Valley	17003	Passay City
10000	Region X	03010	Olongapo City	05009	Naga City	07015	Bals City	11002	Davao del Norte	17004	Calabanan City
11000	Region XI	03011	San Jose del Monte City	05010	Sorsogon City	07016	Guthunggan City	11003	Davao del Sur	17005	Mandayong City
12000	Region XII	03012	San Fernando City	05011	Tubaco City	07017	Carcar City	11004	Davao Oriental	17006	Marikina City
14000	DARAGA	03013	Gapan City	05012	Licao City	07018	Bogo City	11005	Davao City	17007	Malabon City
15000	ARMIM	03014	Tarlac City	05013	Masbate City	07019	Naga City	11006	Digos City	17008	Passig City and San Juan
16000	CAR	03015	Munoz Solorance City	06001	Aklan	08001	Biliran	11007	Panao City	17009	Pananaque City
17000	HCR	03016	Baleria City	06002	Antique	08002	Leyte	11008	Tagum City	17010	Las Pitas City
01001	Ilocos Norte	03017	Malolos City	06003	Cepiz	08003	Southern Leyte	11009	Island Garden City of Simal	17011	Valenzuela City
01002	Ilocos Sur	41001	Balanga	06004	Guimaras	08004	Eastern Samar	11010	Mali City	17012	Malabon & Navotas
01003	La Union	41002	Cavite	06005	Iloilo	08005	Northern Samar	12001	North Cotabato	17013	Tagig & Paleros
01004	Pangasinan I, Lingayen	41003	Laguna	06006	Negros Occidental	08006	Samar (Western Samar)	12002	Sarangani	17014	Muntinlupa City
01005	Pangasinan II, Binakman	41004	Quezon	06007	Bacolod City	08007	Calbayog City	12003	South Cotabato	17015	City of San Juan
01006	DepEd City	41005	Rizal	06008	Ego City	08008	Ormoc City	12004	Sultan Kudarat	15001	Basilan

Form No. 1

01007	Laoag City	41006	Batangas City	06009	Cadiz City	08009	Tacloban City	12005	Colabato City	15002	Lanao del Sur - IA
01008	San Carlos City	41007	Cavite City	06010	Iloilo City	08010	Marikina City	12006	General Santos City	15003	Lanao del Sur - IIA
01009	Urdaneta City	41008	Lipa City	06011	La Carlota City	09001	Zamboanga del Norte	12007	Kidapawan City	15004	Maguindanao
01010	Candon City	41009	Lucena City	06012	Roxas City	09002	Zamboanga del Sur	12008	Koronadal City	15005	Sulu I
01011	Alaminos City	41010	San Pablo City	06013	Sagay City	09003	Zamboanga Sibuyan	12009	Tacurong City	15006	Tawi-Tawi
01012	Vigan City	41011	Calamba City	06014	San Carlos City	09004	DepEd City	14001	Agusan del Norte	15007	Morawi City
01013	San Fernando City	41012	Antipolo City	06015	Silay City	09005	Dipolog City	14002	Agusan del Sur	15008	Sulu II
02001	Batanes	41013	Tanauan City	06016	Kabankalan City	09006	Isabela City	14003	Butuan City	15010	Lamitan City
02002	Cagayan	41014	Sta. Rosa City	06017	Passi City	09007	Pagadian City	14004	Siergee	15011	Lanao del Sur - IB
02003	Isabela	42001	Marikina City	06018	Escalante City	09008	Zamboanga City	14005	Surigao City	15012	Lanao del Sur - IIB
02004	Nueva Vizcaya	42002	Occidental Mindoro	07001	Bohol	10001	Butchon	14006	Surigao del Norte		
02005	Quirino	42003	Oriental Mindoro	07002	Cebu	10002	Carmigun	14007	Surigao del Sur		
02005	Tuguegarao City	42004	Palawan	07003	Cebu City	10003	Lanao del Norte	14008	Bislig City		

# EVALUATION SHEET

Reference Code No.: \_\_\_\_\_

NAME OF COMPLAINANT/S:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF RESPONDENT/S:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO BE FILED AS:

Both Criminal & Administrative Case Charges: \_\_\_\_\_  
\_\_\_\_\_

Criminal Case Only Charges: \_\_\_\_\_  
\_\_\_\_\_

Administrative Case Only Charges: \_\_\_\_\_  
\_\_\_\_\_

Mediation

Request for Assistance

Fact-finding

Refer to another office

OTHERS  
\_\_\_\_\_  
\_\_\_\_\_

REMARKS:

With prayer for preventive suspension

Without prayer for preventive suspension

\_\_\_\_\_  
\_\_\_\_\_

Recommended by:

\_\_\_\_\_  
Print Name and Signature / Date

Approved /  Disapproved:

\_\_\_\_\_  
Print Name and Signature / Date

## ANNEX "B"

## ROOSTER MEDIATORS (as of 02-12-2019)

1	Aliflab, Jocelyn M.	SDO- Caloocan	Education Program Supervisor	10th Ave., Grace Park, Caloocan	442-0911	daveioy58@yahoo.com
2	Anpuan, Priscilla D.	SDO- QC	Public Schools District Supervisor	Bago Bantay, Quezon City		babyamzci@yahoo.com
3	Apuan, Rosalie M.	SDO- Caloocan	Public Schools District Supervisor	10th Ave., Grace Park, Caloocan	631-1463/ 361-1463	sally_apuan@yahoo.com
4	Arevalo, Emelando R.	DEPED	Public Schools District Supervisor	10th Ave., Grace Park, Caloocan	442-0911	mrarevalo_54@yahoo.com
5	Avila, Clarisa C.	SDO- Caloocan	Public Schools District Supervisor	10th Ave., Grace Park, Caloocan	361-1463	clarisa.avila1961@gmail.com
6	Barsaba, Liberato T.	SDO- QC	Public Schools District Supervisor		454-4742	barsaballiberato@yahoo.com
7	Bialno, Elvie G.	SDO- Navotas City	Atty. III	Sipac-Almacen, Navotas City	355-5032	elviebialno@gmail.com
8	Caboboy, Mabelle D.	DEPED SDO- QC	Master Teacher I	Manuel A. Roxa HS, Sgt. Reyes St., Pailgsahan, QC	(02)398-3578	maballedesamito@ymail.com
9	Cascabel, Francisco C. Jr	SDO- Malabon City	Principal I	Longos, Malabon City	(02)961-6739	franciscocascabel@gmail.com
10	Datu, Perita L.	SDO- Caloocan	Public Schools District Supervisor	10th Ave., Grace Park, Caloocan	361-1463	pearl_datu@yahoo.com
11	De Guzman, Florumante J.	SDO- Valenzuela	Public Schools District Supervisor	P10, Valenzuela St., Valenzuela City	293-4507	
12	De Guzman, Orlando S.	DEPED	Principal	Panghulo, Malabon City	925-3165	oemix2000@yahoo.com
13	Evangelista, Sheridan G.	San Bartolome High School, SDO-QC	Secondary School Principal IV	San Bartolome, QC	(02)930-6640	csq_evangelista@yahoo.com
14	Fabro, Walter H.	SDO- Valenzuela	Public Schools District Supervisor	P10, Valenzuela St., Valenzuela City	293-4507	waltzfabro@yahoo.com
15	Garcia, Hermina C.	DEPED- Malabon City	Principal	N. Vicancio St., Niugan, Malabon City	351-4609	amreh04@yahoo.com
16	Gayola, Juanito H.	DEPED SDO- Malabon City	Principal	Maya-maya St., Acacia, Malabon City	285-9115	jhgayola@yahoo.com
17	Jarina, Marites B.	SDO- Malabon City	Principal I	Tafong National High School	281-6992	maritzjarina@gmail.com
18	Javier, June Fernin L.	DEPED- Navotas	Atty'n V	M. Naval St., Sipac, Almacen, Navotas City	355-5032	junafernin.javier@deped.gov.ph
19	Kalaw, Rebecca C.	SDO-QC	Public Schools District Supervisor			rebecca.kalaw001@deped.gov.ph
20	Llanera, Edna L.	SDO- Valenzuela	Public Schools District Supervisor		293-3219/ 293-4525	ellanera121@gmail.com
21	Marquez, Joafy P.	SDO- QC	Public Schools District Supervisor	Nueva Ecija St., Bago Bantay, QC	454-4742	joafy.marquez001@deped.gov.ph
22	Matic, Florita R.	SDO- Valenzuela	Public Schools District Supervisor	P10, Valenzuela St., Valenzuela City	(02)293-4507	florita_matic@yahoo.com
23	Mayrina, Emelbon S.	SDO- Malabon City	Principal III	Tafong National High School	573-8901	ts_malahoni@yahoo.com
24	Padernal, Sonia M.	SDO- Navotas City	Principal	Bergus St., NBBS, Navotas City	995-3046	lian_9530@yahoo.com
25	Palomar, Isabel C.	SDO- Navotas City	EPS	Bagumbayan Elem. School Compound, Navotas City	(02)351-5797	kiasabella09@yahoo.com
26	Quijano, Florietta M.	DEPED- Navotas	Principal IV	Maya-maya St., Kaunlaran VIII., NBBS, Navotas	405-1792	flordeltamquilano@gmail.com
27	Ramos, Regina E.	DEPED- Navotas	Teacher III	M. Naval St., Sipac, Almacen, Navotas City	282-4041	regz_0624@yahoo.com
28	Resma, Ma. Debbie M.	DEPED- QC	Principal	DEPED- QC	417-1875	madebbieresma@yahoo.com.ph

29	Roque, Melvin Willy II	Division of City Schools-Valenzuela	Education Program Specialist II	P10, Valenzuela St., Valenzuela City	445-3406	gmpresshainemi@gmail.com
30	Sabado, Buenafe E.	SDO-Valenzuela	Educ. Supervisor	P10, Valenzuela St., Valenzuela City	292-4340	fenalunravi@gmail.com
31	Salon, Ruth B.	SDO- Caloocan	EPS II			ruth.salon@deped.gov.ph
32	Sanchez, Eloisa S.	SDO- Navotas City	Public Schools District Supervisor	Bagumbayan Elem. School Compound Sipac, Navotas City	355-0514	azil_0821@yahoo.com
33	Santos, Remedios L.	SDO- Valenzuela	Education Program Supervisor	P10, Valenzuela St., Valenzuela City	292-4340	santos_remez@yahoo.co.id
34	Soriano, Clarissa A.	DEPED- Malabon City	Principal	San Agustin, Malabon	352-1665	clarissa_soriano7887@yahoo.com
35	Tarectacan, Rico C.	SDO- Navotas City	Education Program Supervisor	M. Naval St., Sipac, Almacan, Navotas City	351-5797	ocirmaceicarat@yahoo.com
36	Tolentino, Arturo A.	SDO- Caloocan	EPS	10th Ave., Grace Park, Caloocan	361-1463	artolens@gmail.com
37	Tropel, Jean A.	SDO- Valenzuela	IT Officer I	P10, Valenzuela St., Valenzuela City	350-4024	jean.tropel@deped.gov.ph
38	Vicente, Vicente B.	DEPED- Malabon City	Principal I	Merville Subd., Dampalit, Malabon City	441-6023	vic_vicente@yahoo.com
39	Adorio, Paulo T.	DEPED- Manila	Public Schools District Supervisor	Ermita, Manila	336-7257	PA1843@yahoo.com
40	Andrada, Nida P.	SDO- Marikina	Public Schools District Supervisor	Sta. Elena, Marikina City	646-1724	ridzandrada@yahoo.com
41	Bacle, Dennis M.	SDO- San Juan City	Asst. Principal	J.P. Rizal St., Onse, San Juan City	350-4250	dennis_bacle@yahoo.com
42	Belona, Nelita F.	SDO- Parañaque	Public Schools District Supervisor	Kabihasan St., San Dionisio, Parañaque City	(02)832-7480	nelbelona1@gmail.com
43	Bernardino, Maria Jacqueline D.	SDO- Pasay	Senior Education Program Specialist- Planning & Research		831-8847	jack_bernardino1215@yahoo.com
44	Camayra, Cesar A.	SDO- San Juan City	Principal III	Adverso Cor. San Gabriel St, Brgy. San Perfecto, San Juan City	650-9130	camayra_cesar@yahoo.com
45	Chico, Ma. Teresa M.	DEPED- Manila	Public Schools District Supervisor	Manila Educ. Center, Ermita, Manila	336-7257	theas_chico@yahoo.com
46	Claor, Orlando D.	SDO- San Juan City	Senior Education Program Specialist	Pinaglabanan St., San Juan City	661-7899	orlando.claor@deped.gov.ph
47	Cruz, Melody P.	SDO- Pasay	OIC- ASDS	P. Zamora St., Pasay City	831-7948	melodycruz@gmail.com
48	Everdone, Azucana L.	DEPED- Pasay	Public Schools District Supervisor	DEPED- Pasay City Division	833-8118	eyardoneazucana@yahoo.com.ph
49	Garperio, Lilia G.	SDO- Marikina	Public Schools District Supervisor	Shoe Ave cor. P. Gomez St., Sta. Elena, Marikina City	646-1724	lggarperio@yahoo.com
50	Gener, Lucita A.	DEPED- SDO Manila	Education Program Supervisor	Manila Educ. Center, Ermita, Manila	336-7257	dcounselor8260@yahoo.com
51	Ignacio, Perita M.	DEPED- NCR-SDO- Pasig City	Education Program Supervisor	Caruncho Ave., Malinao, Pasig City	641-9877	pearlymignacio@yahoo.com
52	Japona, Anna A.	SDO- Marikina City	Public Schools District Supervisor	Shoe Ave cor. P. Gomez St., Sta. Elena, Marikina City	646-1724	anna.japona@deped.gov.ph
53	Javiar, Corazon A.	DEPED SDO- Parañaque City	Education Program Supervisor	Kabihasan St., San Dionisio, Parañaque City	829-7246	corazonjaviar@gmail.com
54	Lumaban, Gerry A.	DEPED- San Antonio E/S	Principal	Sta. Lucia St., San Antonio Valley	825-1966	lumabancsrr@yahoo.com
55	Manay, Anna Lissa C.	DEPED DO- Pasig City	Nurse II	Caruncho Ave., Malinao, Pasig City	641-8885	lianne161@gmail.com
56	Magayanes, Ma. Jessica S.	DEPED- Pasay	Public Schools District Supervisor	Zamora St., Pasay	833-8118	mism1224@gmail.com
57	Manubag, Mildred B.	Division of Pasig City		DEPED- Pasig City	535-9625	mildredbargasmanubag@yahoo.com
58	Mengote, Vito L.	DEPED- San Juan	Principal	Pinaglabanan St., San Juan City	405-9772	vito.mengote@deped.gov.ph
59	Mesada, Renato B.	DEPED- Pasay	Public Schools District Supervisor	P. Zamora St., Pasay City	833-8118	renato_mesada@yahoo.com

60	Munar, Zenaida S.	SDO- Marikina City	Public Schools District Supervisor	Shoe Ave cor. P. Gomez St., Sta. Elena, Marikina City	646-1724	concepcion_elementary_school@yahoo.com
61	Permitte, Junette S.	SDO- Pasig	Principal	Caruncho Ave., San Nicolas, Pasig City	641-2415	junettepermitte@yahoo.com
62	Roxas, Rebecca M.	DEPED- Manila	Education Program Supervisor	Manila Educ. Center, Ermita, Manila	336-7257	rebeccaroxas08@gmail.com
63	Santos, Emily G.	DEPED- Marikina	Public Schools District Supervisor	Shoe Ave cor. P. Gomez St., Sta. Elena, Marikina City	646-1724	emily.santos@deped.gov.ph
64	Santos, Genie-Ann T.	DEPED- Parañaque	Principal	E. Rodriguez Ave., Brgy. Moonwalk, Parañaque City	828-8929	annjeansantos@yahoo.com
65	Sending, Emma A.	DEPED SDO- San Juan City	Education Program Supervisor	Pineglabanan St., San Juan City	661-7891	allaiyanemas@yahoo.com
66	Serdeña, Mineilwin	SDO- Parañaque	Public Schools District Supervisor	Kabilhasnan St., San Dionisio, Parañaque City	829-7246	mineilwin@yahoo.com
67	Sudsakorn, Leah E.	SDO- Parañaque	Education Program Specialist II	Kabilhasnan St., San Dionisio, Parañaque City	(02)829-9192	leahsudsakorn@yahoo.com
68	Suegay, Nancy E.	DEPED SDO- Marikina City	Public Schools District Supervisor	Shoe Ave cor. P. Gomez St., Sta. Elena, Marikina City	646-1724	nancysuegay@yahoo.com
69	Tirol, Roculfo C.	DEPED- Pasay	Principal IV	Teacher's Bliss, Marville, Pasay City	824-5618	rudytirol@yahoo.com
70	Tulaylay, Lloyd T.	SDO- San Juan City	Principal II	11 S. Veloso St., Ergy. Sulapan, San Juan	634-8764	lloyd.tulaylay@yahoo.com
71	Trinidad, Marie Carmina Lucia A.	DEPED- Pasay	Dentist II	Padre Zamora St., Pasay City	551-2746	maricetrinidad888@gmail.com
72	Zaragoza, Ma. Dolora M.	DEPED- Parañaque	Public Schools District Supervisor	Kabilhasnan St., San Dionisio, Parañaque City	829-7246	dolorazaragoza@yahoo.com
73	Abat, Beatriz D.	DEPED-SDO Las Piñas	PSDS	E. Aldana St., Las Piñas City	835-9030	betsy_abat@yahoo.com
74	Aberin, Ma. Bernice Doreen M.	DEPED- Mandaluyong	Atty. III/ Legal Office	Highway Hills Integrated School, Calbayog St., Mandaluyong City	955-5921	bern2aberin@gmail.com
75	Ada, Rex A.	SDO- Mandaluyong	Education Program Supervisor	Highway Hills Integrated School, Calbayog St., Mandaluyong City	956-1263	rex.ada@deped.gov.ph
76	Agar, Irene C.	DEPED-SDO Las Piñas	PSDS	E. Aldana St., Las Piñas City	835-9030 loc.301	irene.agar@deped.gov.ph
77	Arza, Quinn Norman O.	DEPED-SDO Tapat	EPS/OIC Principal	Zone 3 Barangay Fort Bonifacio, Taguig City	808-7543	sepanlanning@gmail.com
78	Austero, Raquel M.	SDO-Las Piñas	EPS	Padre Diego Ara Ave., Brgy. Aldana, Las Piñas City	835-9030 loc.105	rackea_austero@yahoo.com
79	Balana, Josefina S.	SDO- Mandaluyong	PSDS	Calbayog St., Highway Hills, Mandaluyong City	945-3707	jho_0609@yahoo.com
80	Bunagar, Felix T.	DEPED-Makati	Principal	Bangkok, Makati City	844-0991	fbix_04@yahoo.com
81	Castronice, Jean B.	SDO- Mandaluyong	PSDS	Calbayog St., Highway Hills, Mandaluyong City	945-3707	jeancastronice.29@gmail.com
82	Cawilan, Ariz D.	DEPED-NCR	Atty. IV	Misamis St., Bago Bantay, Quezon City	929-3891	ariz_cawilan@yahoo.com
83	Cruz, Romela M.	SDO- Mandaluyong	OIC- Asst. Schools Division Superintendent	Calbayog St., Highway Hills, Mandaluyong City	956-2476	romela.cruz@deped.gov.ph
84	Espelico, Danny D.	DEPED	SERS	Gen. Santos Ave., Upper Bicutan, Taguig City and Pateros	839-2103	danny.espelico@deped.gov.ph
85	Esperanza, Annaiza G.	SDO-Taguig City and Pateros	Atty. III	Gen. Santos Ave., Central Bicutan, Taguig City	838-4251	acesperanza13@gmail.com
86	Gangco, Al-nemery M.	DEPED-NCR	Legal Researcher	Misamis St., Bago Bantay, Quezon City	929-3891	amgangco@yahoo.com
87	Gellecanao, Jet O.	SDO- Mandaluyong	PSDS	Calbayog St., Highway Hills, Mandaluyong City	945-3707	jatskyplane2027@yahoo.com
88	Gubalana, Zoren Pepito L.	SDO-Muntinlupa	Senior Education Program Specialist	Centennial Ave., Tunasan, Muntinlupa City	805-8935	zoren_gubalana@yahoo.com
89	Gunting, Mohamad Khalid B.	DEPED-NCR	Legal Assistant II	Misamis St., Bago Bantay, Quezon City	929-3891 loc.817	licecinsor@gmail.com
90	Guzman, Marites A.	SDO-Las Piñas	EPS	Padre Diego Ara Ave., Brgy. Aldana, Las Piñas City		marites.guzman@deped.gov.ph

91	Jamindang, Roldan R.	SDO-Taguig City and Pateros	PDO II	Gen. Santos Ave., Central Bicutan, Taguig City	839-2103	roltan.jamindang@deped.gov.ph
92	Luna, Mariel Eugene L.	SDO-Muntinlupa	EPS	Centennial Ave., Tunasan, Muntinlupa City	805-9935 loc. 134	marielaugene.luna@deped.gov.ph
93	Macabando, Yassema C.	RO-NCR	Special Investigator III	DEPED-NCR, Misamis St., Bagobantay, Q.C	929-3891	yazincband@gmail.com
94	Magsino, Rodol C.	Taguig City	OIC-Office of the Principal	South Daang Hari, Taguig City	856-4432	hubov_inosenta@yahoo.com
95	Manginga, Hiede S.	DEPED-Makati	Atty. III	Gov. Noble St., Guadalupe Nuevo, Makati City		hsmangloga@gmail.com
96	Marmeto, Florante C.	Muntinlupa National High School	Principal	NBP Reservation, Muntinlupa City	850-5215	rande_marmeto@yahoo.com
97	Navarro, Shella C.	SDO-Muntinlupa	Principal III	National Road, Bayanan, Muntinlupa City	832-5842	shellacu2004@yahoo.com
98	Ontangco, Rowena S.	DEPED-NCR Regional Office	EPS	Misamis St., Bago Bantay, Quezon City	921-5830	rowena.ontangco001@deped.gov.ph
99	Osmeña, Ruhjen S.	DEPED-Las Piñas	Atty. III	2F DEPED Division Office-Las Piñas, Padre Diego Cera Ave., E. Aldana, Las Piñas City	835-9030 loc.302	ruhjen.osmena@deped.gov.ph
100	Paras, Gene-Alfred U.	DEPED-SDO Las Piñas	PSDS	Padre Diego Cera Ave., E. Aldana, Las Piñas City	835-9030 loc.301	gene.paras@gmail.com
101	Pogoy, Josefino C. Jr	HRDD-NEAP NCR		Misamis St., Bago Bantay, Quezon City	929-4348 loc. 826	josefino.pogoy@deped.gov.ph
102	Querubin, Ador B.	DEPED-Muntinlupa	Principal II	Putatan, Muntinlupa City		ador.querubin36@gmail.com
103	Regacho, Ernest Faith J.	DEPED	Atty. III	Laguerta St., Centennial Ave., Muntinlupa City		ernest.regacho@gmail.com
104	Romero, Armando H.	SDO-Muntinlupa	PSDS	Centennial Ave., Laguerta, Muntinlupa City	805-9935 loc.132	epotle.munt@gmail.com
105	Samadan, Eden F.	DEPED-Makati	Principal	Escuela St., Guadalupe Nuevo, Makati	750-5384	eden_samadan@yahoo.com
106	Sedilla, Carleen S.	DEPED-Taguig and Pateros	Asst. Schools Division Superintendent	Gen. Santos Ave., Central Bicutan, Taguig City	839-2103	csedilla@yahoo.com
107	Soriano, Marian A.	SDO-Makati	AO-V	Gov. Noble St., Guadalupe Nuevo, Makati City		soriano2979marian@gmail.com
108	Soriano, Shella F.	DEPED-SDO Las Piñas	PSDS	Padre Diego Ara Ave., Brgy. Aldana, Las Piñas City	835-9030 loc. 105	soriano.shella08@yahoo.com
109	Tagle, Felices P.	DEPED-SDO Las Piñas	EPS	Padre Diego Ara Ave., Brgy. Aldana, Las Piñas City	835-9030 loc. 105	joy_tagle@yahoo.com
110	Trongco, Rosalie A.	DEPED-Makati	PSDS	Gov. Noble St., Guadalupe Nuevo, Makati City	744-3755	athena_ib@yahoo.com
111	Urquia, Gina U.	DEPED-SDO Muntinlupa	EPS	Centennial Ave., Tunasan, Muntinlupa City	805-9935	gina.urquia@deped.gov.ph
112	Vivas, Jennifer F.	DEPED-NCR Regional Office	EPS	Misamis St., Bago Bantay, Quezon City	929-4348 loc. 826	jennifer.vivas@deped.gov.ph



MEDIATION CASE ASSIGNMENT SLIP

Reference Code No.: \_\_\_\_\_

Original case       Referred from \_\_\_\_\_

COMPLAINING PARTY : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

CONTACT NUMBER/S : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

RESPONDING PARTY : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

CONTACT NUMBER/S : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF MEDIATOR : \_\_\_\_\_

DATE OF ASSIGNMENT: \_\_\_\_\_

Approved /  Disapproved:

\_\_\_\_\_  
Print Name and Signature / Date

NOTICE OF MEDIATION CONFERENCE

Date: \_\_\_\_\_

TO : Name of Complaining Party: \_\_\_\_\_  
Address : \_\_\_\_\_  
Contact numbers : \_\_\_\_\_  
  
Name of Responding Party : \_\_\_\_\_  
Address : \_\_\_\_\_  
Contact numbers : \_\_\_\_\_

IN RE: \_\_\_\_\_ (Reference Code Number)

Notice is hereby issued that the complaint filed by the complaining party has been referred for mediation pursuant to Administrative Order No. 20, series of 2008 (Ombudsman Rules of Procedure for Mediation), and that an initial conference requesting the attendance of the parties has been set on \_\_\_\_\_ (day), (date), (time) at the \_\_\_\_\_ (venue).

If the parties cannot personally appear, they may send a representative with a written Special Power of Attorney conferring unto said representative the authority to enter into a settlement agreement for and on behalf of the party represented.

Name of Mediator: \_\_\_\_\_

Approved /  Disapproved:

\_\_\_\_\_  
Print Name and Signature / Date

\* The parties need not hire the services of a lawyer.

AGREEMENT TO MEDIATE

The undersigned parties agree to mediate the complaint, \_\_\_\_\_ within thirty (30) days, from the date of the initial mediation conference.

By our signature below, we attest, understand, and agree that:

1. Mediation is VOLUNTARY, and that we have chosen mediation out of our own free will.
2. By VOLUNTEERING, we are doing so with the intention of settling our differences using a collaborative method.
3. We or the mediator may stop the mediation at any point for any reason (refer to the Code of Conduct of Mediators for possible grounds of termination of mediation). Furthermore, if we choose to end the process we may still pursue our case through arbitration and litigation.
4. We are entering mediation in good faith and we shall make our mediation proposals in earnest.
5. If we reach an agreement through the mediation process, we bind ourselves legally to fulfill our commitments.
6. We may return to mediation with the agreement of the other party, should a change in the mediation agreement be needed.
7. We agree not to use any of the information gained in the mediation conference against the other party.
8. The mediation process is strictly confidential, and that no part of the discussion with the mediator, excluding child abuse and domestic violence, threats of violence, or intention to commit a crime, shall be disclosed without prior approval of the mediator or the pertinent parties.
9. We shall not ask or cause the mediator to testify in any proceedings to disclose any information revealed in mediation.
10. We have the full authority to commit resources to an agreement, which may result from mediation.
11. Although this agreement is written in English, its terms and conditions have been fully explained to us in Filipino and in the language that we understand.

Done this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, \_\_\_\_\_ in the City of \_\_\_\_\_

COMPLAINANT/S:

RESPONDENT/S:

For Individuals:

For Individuals:

\_\_\_\_\_  
(Signature over Printed Name)

\_\_\_\_\_  
(Signature over Printed Name)

\_\_\_\_\_  
(Signature over Printed Name)

\_\_\_\_\_  
(Signature over Printed Name)

For Corporate Entities:  
(Please attach SPA and Board Resolution)\*

For Corporate Entities:  
(Please attach SPA and Board Resolution)\*

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Representative's Signature over Printed Name)

\_\_\_\_\_  
(Representative's Signature over Printed Name)

\_\_\_\_\_  
(Representative's Signature over Printed Name)

\_\_\_\_\_  
(Representative's Signature over Printed Name)

ATTESTED BY:

\_\_\_\_\_  
Mediator  
(Signature over Printed Name)

\* Should representatives appear for principal parties, notarized Special Power of Attorney and Board Resolution stating that representative/s have the full authority to enter into mediation and sign agreements must be submitted.

SETTLEMENT AGREEMENT

I, \_\_\_\_\_, of legal age, single/married, residing at \_\_\_\_\_,  
employed with/representing \_\_\_\_\_, with company address at \_\_\_\_\_,  
hereby known as the First Party:

And

I, \_\_\_\_\_, of legal age, single/married, residing at \_\_\_\_\_,  
employed with/representing \_\_\_\_\_, with company address at \_\_\_\_\_,  
hereby known as the Second Party:

Agree to the following:

This agreement was executed voluntarily and out of our volition. We have read and understood the contents thereof.

Both Parties agree that this constitutes full and final settlement of any complaint each may have against the other in relation to this case.

\_\_\_\_\_  
*First Party*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Second Party*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Legal Counsel*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Legal Counsel*

\_\_\_\_\_  
*Date*

Assisted by:

\_\_\_\_\_  
*Mediator*

\_\_\_\_\_  
*Date*

Complainant

Reference Code No.: \_\_\_\_\_

Respondent

Mediator: \_\_\_\_\_

MEDIATION EVALUATION FORM

**Case Outcomes:**

- Successful
- Failed
- Closed and Terminated

Please indicate the level of your agreement to the following statements according to:

- 5 = HIGHLY AGREE
- 4 = MODERATELY AGREE
- 3 = NEITHER AGREE I DISAGREE
- 2 = MODERATELY DISAGREE
- 1 = HIGHLY DISAGRE

PLEASE CHECK

**A. PROCESS**

- |  | 5                     | 4                     | 3                     | 2                     | 1                     |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 1. I was properly informed of the Mediation Process.                   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 2. I willingly participated in the Mediation Process.                  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 3. Mediation helped to identify the problem(s).                        | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 4. Mediation helped to identify all the issues related to the problem. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 5. I was able to express my feelings.                                  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 6. I understand the views of the other party.                          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

**B. MEDIATOR**

- |  |                       |                       |                       |                       |                       |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 1. The mediator was impartial.                 | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 2. The mediator was patient.                   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 3. The mediator listened well.                 | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 4. The mediator was sensitive to my feelings.  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 5. The mediator did not pressure me to settle. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

**C. OUTCOME**

- |   |                       |                       |                       |                       |                       |
|---|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 1. I am satisfied with the outcome of the mediation.    | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 2. I was not pressured by anyone to reach an agreement. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

===== Please answer below if mediation was SUCCESSFUL =====

- |  |                       |                       |                       |                       |                       |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 3. I am confident that the other party will comply with our agreement. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 4. I intend to fully comply with my commitment to the agreement.       | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 5. I believe my relationship with the other party has been repaired.   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

COMMENTS: \_\_\_\_\_

MEMORANDUM REPORT ON OUTCOME OF MEDIATION

Reference Code No. \_\_\_\_\_  
 COMPLAINANT/S \_\_\_\_\_  
 RESPONDENT/S \_\_\_\_\_  
 NATURE OF COMPLAINT \_\_\_\_\_

<input type="checkbox"/> SUCCESSFUL MEDIATION	<input type="checkbox"/> FAILED MEDIATION	<input type="checkbox"/> CLOSED & TERMINATED
<input type="checkbox"/> With Settlement Agreement Date: _____ <input type="checkbox"/> Settlement Period or Date Agreed Upon for Settlement _____ <input type="checkbox"/> With Affidavit of Desistance or Motion to Withdraw Complaint Date: _____ <input type="checkbox"/> With Request for Provisional Dismissal Date: _____ <input type="checkbox"/> Parties complied with the settlement agreement <input type="checkbox"/> Parties did not comply with the settlement agreement <input type="checkbox"/> Other documents/pleadings attached (specify) _____	<input type="checkbox"/> Complainant refused to settle <input type="checkbox"/> Respondent refused to settle <input type="checkbox"/> Complainant withdrew from mediation Date: _____ <input type="checkbox"/> Respondent withdrew from mediation Date: _____ <input type="checkbox"/> Complainant failed to attend subsequent conferences <input type="checkbox"/> Respondent failed to attend subsequent conferences <input type="checkbox"/> Others _____	<input type="checkbox"/> Non-appearance of the complainant during <i>second</i> setting of initial conference <input type="checkbox"/> Non-appearance of the respondent during <i>second</i> setting of initial conference <input type="checkbox"/> Complainant refused mediation <input type="checkbox"/> Respondent refused mediation <input type="checkbox"/> Claim moot and academic <input type="checkbox"/> Others _____

RECOMMENDATIONS:

Indorse case to \_\_\_\_\_  Return case to \_\_\_\_\_  
 Others: \_\_\_\_\_

For:  preliminary investigation  provisional dismissal  
 administrative adjudication  closure and termination  
 fact-finding investigation  file / records keeping  
 other forms of public assistance  other purposes \_\_\_\_\_

SUBMITTED BY:

APPROVED:

\_\_\_\_\_  
 Mediator  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
*Complainant,*

-versus-

Ref. Code No.: \_\_\_\_\_

FOR: \_\_\_\_\_

\_\_\_\_\_  
*Respondent.*

x-----x

**JOINT REQUEST FOR PROVISIONAL DISMISSAL**

COME NOW, the complainant and the respondent, most respectfully state and manifest that:

1. The above-entitled case was indorsed for mediation docketed as Reference Code No. \_\_\_\_\_;

2. On \_\_\_\_\_ (date), the dispute between the parties has been successfully mediated and the parties reached a settlement agreement;

3. By reason thereof, the above-entitled case may be ordered provisionally dismissed upon mutual request by the parties pursuant to Section 4, Rule 7, Rules of Procedure for Mediation of the Office of the Ombudsman;

4. By their mutual agreement, the above-entitled case may be **REVIVED** on or before \_\_\_\_\_, the date agreed upon in the settlement agreement for compliance with the stipulations thereof.

**PRAYER**

WHEREFORE, with their mutual consent, the parties most respectfully pray for the **PROVISIONAL DISMISSAL** of the above-entitled case.

Pasig City, Philippines, \_\_\_\_\_.

\_\_\_\_\_  
*Complainant*

\_\_\_\_\_  
*Respondent*

Assisted by:

\_\_\_\_\_  
*Counsel for the Complainant*

\_\_\_\_\_  
*Counsel for the Respondent*

## CODE OF ETHICAL STANDARDS OF MEDIATORS

For proper guidance of all DepEd mediators, a Code of Ethical Standards based on the Rules and Regulations of the Alternative Dispute Resolution Act of 2004 (RA 9285) must be observed for effective delivery of mediation services.

### COMPETENCE

- A mediator must have undergone a DepEd-approved training and education program. The training is composed of 40 hours of mediation training....
- The qualifications of a mediator chosen to mediate a dispute shall be disclosed upon the request of the party involved.
- A mediator must always strive to enhance competence by continually upgrading his/her mediation skills.

### IMPARTIALITY AND CONFLICT OF INTEREST

- The mediator must never show any bias, favoritism and/or discrimination towards any of the disputants.
- Prior to accepting a mediation case, the mediator must determine if there are any possible matters of conflict of interest on the case or the disputants.
- The mediator must never act on behalf of any disputant, for any purpose, during and after the case has been settled or terminated.

### CONFIDENTIALITY

- The mediator must never divulge any information gathered during the course of or as a result of the proceedings.
- At the onset of the mediation\* process, the mediator shall discuss issues of confidentiality with the disputants. This includes the limitation on the scope and extent of duty of confidentiality provided in any private sessions or caucuses that a mediator holds with a disputant.
- The mediator shall comply with the applicable provisions of the ADR Law and its implementing rules and guidelines on Confidentiality.



## CONSENT AND SELF-DETERMINATION

The mediator shall make reasonable efforts to ensure that each disputant understands the following:

- The nature and character of the mediation proceedings including the mediator's role and function, private caucuses, issues, available options and alternatives to non-settlement;
- That each disputant is free to exercise the necessary capacity to make decisions and that the disputants make informed decisions about the agreement;
- That the disputants have the right to refuse any offer of settlement and to withdraw from mediation at any time for any reason;
- The mediator shall recognize and bear in mind that the disputants are primarily responsible for resolving a dispute and arriving at a voluntary and un-coerced settlement of issues

## SEPARATION OF MEDIATION FROM COUNSELING AND LEGAL ADVICE

Except in evaluative mediation, or upon request of the disputants, the mediator shall:

- Refrain from giving legal or technical advice and engaging in counseling or advocacy.
- Abstain from expressing personal opinion on the rights and duties of the disputants and the merits of any proposal made.

Where appropriate and where one or both disputants are not represented by counsel, a mediator shall:

- Recommend that the disputants seek outside professional advice that will aid them in making informed decision and in understanding the implications of any proposal.
- Suggest that the disputants seek independent legal and/or technical advice before a settlement agreement is signed.
- Unless given consent by all the disputants, the mediator, who practices a profession other than mediation, shall not establish professional relationships with any of the disputants or any substantially and factually related person/entity, for a reasonable time under the particular circumstance.

## COMMITMENT AND AVAILABILITY

- Before accepting an appointment, the mediator must ensure that the mediation can proceed in an expeditious manner.

## DISPUTANTS' AGREEMENT

- The mediator shall act in accordance with the agreement between the disputants during the mediation, whether written or oral, except in circumstances that will breach this Code. The mediator shall ensure to the best of his capacity, that the mediation proceeds in accordance with the terms of the mediation Agreement.

## REPLACEMENT OF A MEDIATOR

- At any time during the mediation process, any or all disputants have the right to request a replacement of the mediator should any or all of the disputants believe there is a breach of this Code.

## DECLINE/WITHDRAWAL OF A MEDIATOR

A mediator may decline from acting as such, or withdraw from a mediation proceeding only under the following circumstances:

- a. Any of the disputants requests the mediator to withdraw.
- b. The mediator does not have the qualifications, training and experience necessary to meet reasonable expectations of the disputants.
- c. The mediator's impartiality is in question or any of the disputants alleges that the mediator is in material breach of this Code.
- d. The safety of the disputants would be jeopardized.
- e. The mediator is unable to provide effective service.
- f. There arises conflict of interest.
- g. Any of the disputants is acting in breach of the mediation Agreement.
- h. In any of the following instances wherein the mediator strongly believes that:
  - One or more disputants are not acting in good faith.
  - The agreement between disputants is illegal, involves the commission of a crime or contrary to this Code.
  - Continuation to the dispute resolution will lead to an appearance or impropriety or is unlikely to result in settlement.
  - Continuation of the process will cause significant harm to a non-participating person or the public.

Form No. 10

ANNEX "F"

\_\_\_\_\_  
*Complaining Party*

-versus-

Ref. Code No.: \_\_\_\_\_

\_\_\_\_\_  
*Responding Party*

x-----x

**NOTICE OF WITHDRAWAL OF COMPLAINT**

COMES NOW, the complainant, most respectfully states and manifests that:

1. I am the complainant in the case indorsed for mediation and docketed as Ref. Code No. \_\_\_\_\_;
2. During the mediation proceedings, I have reconciled my differences with the responding party;
3. I have realized that the complaint I filed was the product of pure misunderstanding and misappreciation of facts.
4. For this reason, notice is hereby given that I am withdrawing the complaint I filed out of my own volition, without being forced or intimidated.

Quezon City, Philippines, \_\_\_\_\_

\_\_\_\_\_  
*Complainant*

Assisted by:

\_\_\_\_\_  
*Counsel for the Complainant*

\_\_\_\_\_  
*Complainant,*

-versus-

Ref. Code No.: \_\_\_\_\_

FOR: \_\_\_\_\_

\_\_\_\_\_  
*Respondent.*

X-----X

**MOTION TO REVIVE**

COMES NOW, the complainant, most respectfully states and manifests that:

1. The above-entitled case was indorsed for mediation docketed as Reference Code No. \_\_\_\_\_;

2. On \_\_\_\_\_, the dispute between the parties has been successfully mediated and the parties reached a settlement agreement;

3. On \_\_\_\_\_, the parties filed a Joint Request for Provisional Dismissal of the above-entitled case, with an agreement to revive the case on or before \_\_\_\_\_, the date agreed upon in the settlement agreement for compliance with the stipulations thereof. Thereafter, the case was ordered provisionally dismissed;

4. The respondent, however, has not complied and fails to comply with the stipulations in the settlement agreement on or before the date agreed upon for compliance.

**PRAYER**

WHEREFORE, it is most respectfully prayed that the above-entitled case be REVIVED for the resumption of the preliminary investigation or adjudication thereof.

Quezon City, Philippines, \_\_\_\_\_

\_\_\_\_\_  
*Complainant*

Assisted by:

\_\_\_\_\_  
*Counsel for the Complainant*

\_\_\_\_\_  
*Complaining Party,*

-versus-

Ref. Code No.: \_\_\_\_\_

\_\_\_\_\_  
*Responding Party.*

x-----x

**MOTION TO RE-OPEN MEDIATION PROCEEDINGS**

COMES NOW, the complaining/responding party, most respectfully states and manifests that:

1. The above-entitled case was indorsed for mediation docketed as Reference Code No. \_\_\_\_\_. No settlement agreement, however, was reached within the prescribed period. The proceedings for mediation were consequently terminated by reason thereof;

2. Nevertheless, there are sufficient indications that the parties may reach a settlement agreement once the mediation proceedings are re-opened.

**PRAYER**

WHEREFORE, it is most respectfully prayed that the proceedings in the above-entitled MED case be **RE-OPENED** and a new conference be called for the purpose.

Quezon City, Philippines, \_\_\_\_\_

\_\_\_\_\_  
*Complainant/ Responding Party*

Assisted by:

\_\_\_\_\_  
*Counsel for the Complaining / Responding Party*

Complainant,

-versus-

Ref. Code No.: \_\_\_\_\_

FOR: \_\_\_\_\_

Respondent.

**MOTION FOR PERMANENT DISMISSAL**

COMES NOW, the respondent, most respectfully states and manifests that:

1. The above-entitled case was indorsed for mediation docketed as Reference Code No. \_\_\_\_\_;
2. On \_\_\_\_\_, the dispute between the parties has been successfully mediated and the parties reached a settlement agreement;
3. On \_\_\_\_\_, the parties filed a mutual Request for Provisional Dismissal of the case, with an agreement to revive the case on \_\_\_\_\_, the date agreed upon for compliance with the stipulations thereof. Thereafter, the case was ordered **PROVISIONALLY DISMISSED**;
4. The respondent has already complied with the stipulations in the settlement agreement as evidenced by the attached quit-claim signed by the complainant;
5. The period for the revival of the case pursuant to Section 4, Rule 7, Rules of Procedure for Mediation in the Office of the Ombudsman, has already lapsed without the complainant having filed a Motion to Revive.

**PRAYER**

WHEREFORE, the respondent most respectfully prays for the **PERMANENT DISMISSAL** of the above-entitled case.

Quezon City, Philippines, \_\_\_\_\_

Assisted by:

Respondent

Counsel for the Respondent

\_\_\_\_\_  
*Complainant,*

-versus-

Ref. Code No.: \_\_\_\_\_

FOR: \_\_\_\_\_

\_\_\_\_\_  
*Respondent.*

X-----X

**MOTION FOR PERMANENT DISMISSAL**

COMES NOW, the respondent, most respectfully states and manifests that:

1. The above-entitled case was indorsed for mediation docketed as Reference Code No. \_\_\_\_\_;

2. On \_\_\_\_\_, the dispute between the parties has been successfully mediated and the parties reached a settlement agreement;

3. On \_\_\_\_\_, the parties filed a mutual Request for Provisional Dismissal of the case, with an agreement to revive the case on \_\_\_\_\_, the date agreed upon for compliance with the stipulations thereof. Thereafter, the case was ordered **PROVISIONALLY DISMISSED**;

4. The respondent has already complied with the stipulations in the settlement agreement as evidenced by the attached quit-claim signed by the complainant;

5. The period for the revival of the case pursuant to Section 4, Rule 7, Rules of Procedure for Mediation in the Office of the Ombudsman, has already lapsed without the complainant having filed a Motion to Revive.

**PRAYER**

WHEREFORE, the respondent most respectfully prays for the **PERMANENT DISMISSAL** of the above-entitled case.

Quezon City, Philippines, \_\_\_\_\_.

\_\_\_\_\_  
*Respondent*

Assisted by:

\_\_\_\_\_  
*Counsel for the Respondent*