

**MEMORANDUM OF UNDERSTANDING**  
**between Triumph Public High Schools and South Texas Training Center**

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between **Triumph Public High Schools**, whose address is at 944 E Los Ebanos Blvd, Brownsville, TX 78520, Triumph Public High Schools 1785 US-77 Bus, San Benito, TX 78586, Triumph Public High Schools 200 N. 17<sup>th</sup> St., McAllen, TX 78501, Triumph Public High School 103 E. 2<sup>nd</sup> St, Mercedes, TX 78570 and **South Texas Training Center**, whose address is 213 E. Ferguson, 78577 (Pharr Campus) and 1901 W. HWY 77, 78586 (San Benito Campus). (Mailing Address PO BOX 612, Pharr, TX 78577)
2. **Purpose:** The purpose of this MOU is to establish the terms and conditions under which South Texas Training Center and Triumph Public High Schools will meet and function to provide educational training for the following program(s): **Phlebotomy Program**
3. **Term:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than the **2022-2023 school year**. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
4. **Responsibilities of South Texas Training Center:** South Texas Training Center will provide adequate training to students chosen by Triumph Public High Schools. Training materials and uniforms will be provided by South Texas Training Center. South Texas Training Center will provide the instructor and provide an instructional room and lab for students at South Texas Training Center campuses.
5. **Responsibilities of Triumph Public High Schools:** Triumph Public High Schools will be responsible for providing students that have demonstrated interest and meet criteria as mutually agreed upon by both Triumph Public High Schools and South Texas Training Center. Triumph Public High Schools will provide transportation for students to and from the South Texas Training Center campus. Triumph Public High Schools will be responsible for student discipline and attendance with the assistance of South Texas Training Center.
6. **Cost:** Triumph Public High Schools will be charged **\$1,000** per student that is enrolled in the Phlebotomy program. Price includes the instruction, instructor, exam, uniforms, and equipment for each student. Half of the cost must be paid 5 business days before the students first day of class. Remaining balance will be due one month prior to completion of the program.

## **7. General Provisions:**

- a. **Amendments:** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- b. **Applicable Law:** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the parties.
- c. **Entirety of Agreement:** This MOU, consisting of four pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- d. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- e. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

# **SOUTH TEXAS TRAINING**

**ADMINISTRATIVE OFFICE  
SOUTH TEXAS TRAINING  
PO BOX 612 PHARR TX 78577  
PHONE: 956.782.7100  
FAX: 956.782.2832**

8. **Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**The effective date of this MOU is the date of the signature last affixed to this page.**

**South Texas Training Center**

Signature: Hilda C. Silva  
Printed Name: Hilda C. Silva  
Date: September 28, 2022

**Triumph Public High Schools**

Signature: Frances Berrones-Johnson  
Printed Name: Frances Berrones-Johnson  
Title: Superintendent/CEO  
Date: 09/28/2022