INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, is made and entered between McKinney Independent School District (hereinafter "MISD") and COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, both MISD and COUNTY have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code and;

WHEREAS, it has been determined mutually beneficial to both Parties to execute this agreement which sets forth the parameters below and;

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of this Agreement is to set forth the parameters under which the MISD will provide the County one (1) teaching unit position for the 2009-2010 academic year in the County Residential Center (CRC)

Section 2. Effective Date/Term

This agreement will become effective immediately upon the latest date of execution by either party.

Section 3. Consideration

County shall compensate MISD for salaries and benefits as follows:

Teacher – Shannon Speer $45,200 plus benefits not to exceed $6,000

The parties agree that this individual may change and be replaced by another individual with similar salaries and benefits. Under no circumstances shall the County pay MISD in excess of $51,200.

Section 4. Breach/Opportunity to Cure

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

Section 5. Termination

This Agreement will terminate at the end of the 2009-10 academic year.

Section 6. Notice

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

MISD
Superintendent
1 Duvall Street
McKinney, Texas 75069

COUNTY
Purchasing Agent
Collin County Administrative Building
2300 Bloomdale Rd., Suite 3160
McKinney, Texas 75071

Section 7. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party.

Section 8. Amendments

This Agreement may be amended from time to time by written amendment by both parties.

Section 9. Remedies

This Agreement shall be construed by and governed by the laws of the State of Texas. Any and all legal action necessary to enforce the Agreement will be held in Collin County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 10. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning

Section 11. Severability

In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 12. Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

BY:_____
Lewis Isaacks, President
MISD Board of Trustees

BY:_____
Keith Self, County Judge
Collin County

ACKNOWLEDGMENT

STATE OF TEXAS }
}
COUNTY OF COLLIN }

This instrument was acknowledged before me on the 24th day of August, 2009 by Lewis Isaacks, President of MISD on behalf of such corporation.

Debra Pintar
Notary Public, State of Texas

Debra Pintar
Printed Name

NOTARY PUBLIC STATE OF TEXAS
DEBRA PINTAR
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/18/2012

My Commission expires on the 18th day of August, 2009.

STATE OF TEXAS }
}
COUNTY OF COLLIN }

This instrument was acknowledged before me on the 29th day of September, 2009 by Judge Keith Self of Collin County, Texas on behalf of such corporation.

Georgia S. Shepherd
Notary Public, State of Texas

Georgia S. Shepherd
Printed Name

GEORGIA S. SHEPHERD
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/25/2012

My Commission expires on the 25th day of October, 2012.