

Agenda of Regular

The Board of Trustees El Campo Independent School District

A Regular of the Board of Trustees of El Campo Independent School District will be held December 20, 2012, beginning at 7:00 PM in the Boardroom, 700 W. Norris, El Campo, TX 77437.

The subjects to be discussed are as listed below.

1. Public Comment
2. Recognition
 - A. State Qualifying FFA Leadership Development Teams 3
3. Business and Operations
 - A. Hear and Discuss Proposal by Mike Mobley Regarding Demolition of Buildings at Old Middle School 7
4. Governance
5. Superintendent's Report
 - A. Business and Support Services
6. Adjournment
7. Call to Order/Opening Prayer/Pledge of Allegiance
8. State Finalist Ricebird Football Team
9. Consent Agenda
 - A. Business and Support Services
10. Governance
11. Consider Approval of the Minutes: 8
 - A. November 13, 2012 - Regular Meeting 10
12. December 7, 2012 - Special Meeting to Hear Appeal of Student Discipline Decision 12
13. Consider Approval of TASB Policy Service Localized Policy Update 95 13
14. Review of Electricity Supply Bid and Negotiated Contract 15
15. Review of Monthly Financial Reports 42
16. Review of Quarterly Investment Reports 47
17. Review List of Checks Written for the Month of November, 2012 62
18. Personnel
19. Curriculum and Instruction
20. Students
21. Consider Approval of Changes to Investment Policy and Authorized Investment Officers 64
22. Curriculum and Instruction
23. Presentation on the Cumulative Impact of End-of-Course Exams on Graduation Requirements 67

24. Consider Approval of a Waiver of a District Policy EIA (LOCAL) as it Pertains to the Impact of End-of-Course Exams on a Students Final Course Grade	72
25. Review of Proposed 2013-2014 School Calendar	77
26. Formal Announcement of Board Training Hours of Individual Trustees for 2012	82
27. Set Date for a Special Meeting to Conduct the Annual Summative Performance Evaluation of the Superintendent	88
28. Closed Session:	
A. Texas Government Code § 551.072 DELIBERATION REGARDING REAL PROPERTY to Deliberate the Purchase, Exchange, Lease or Value of Real Property	
29. The Board will Deliberate the Value of Real Property Under Consideration for Sale	
30. Personnel	
31. Governance	
32. Personnel	
33. Curriculum and Instruction	
34. Students	
35. Community and Governmental Relations	

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on December 14, 2012 at 10:00 a.m.

For the Board of Trustees

Recognition

Recognition of:

1. State Qualifying FFA Leadership Development Teams
 - a. Agriculture Issues Forum
 - b. Radio Broadcasting Team
 - c. Senior Creed Speaking
 - d. Senior Skills Team
2. State Finalist Ricebird Football Team

Summary

State Qualifying FFA Leadership Development Teams

For the second consecutive year the El Campo FFA Leadership Develop Teams won the Area Sweepstakes Award at Blinn College on November 17, 2012. The following teams competed in the Area competition after placing first or second at the district contest:

- Senior Creed Speaking – 1st Place
- Senior Skills Team – 1st Place
- Radio Broadcasting Team – 1st Place
- Agriculture Issues Forum – 2nd Place
- Junior Creed Speaking – 3rd Place
- Junior Skills Team – 4th Place
- Public Relations – 4th Place

The first and second place teams advanced to the State FFA Leadership Development Contest at Sam Houston State University on December 2, 2012. The following are the results of the state contest:

- Radio Broadcasting Team – 6th Place
- Senior Creed Speaking – 7th Place
- Senior Skills Team – 9th Place
- Agriculture Issues Forum – did not advance to finals

State Finalist Ricebird Football Team

For the only the second time in school history the Ricebirds football team advanced to the State Championship game against the Stephenville Yellow Jackets at Cowboy Stadium on December 14, 2012. Although we lost the game the Birds completed at truly incredible year finishing 14 – 1 on the season.

ECISD Board Policy

None.

Effective Date	December 20, 2012
Previous Board Action	The Board periodically recognizes students for their accomplishments above and beyond district level competition or faculty and staff members who have achieved some type of special recognition. This section of the agenda is also used to introduce teachers who are new to the District.
Future Action Expected	The Board periodically recognizes students for their accomplishments above and beyond district level competition or faculty and staff members who have achieved some type of special recognition. This section of the agenda is also used to introduce teachers who are new to the District.
Background Information and Significant Issues	<p>State Qualifying FFA Leadership Development Teams</p> <ul style="list-style-type: none"> • Agriculture Issues Forum – Audrey Anderson, Korie Couvillion, Colton Krutilek, Natalie Nohavitza, Ellie Forgason • Senior Skills Team – Alexis Ryan, Cydni Rod, Danielle Valenta • Senior Creed Speaking – Ellie Forgason • Radio Broadcasting Team – Chance Nohavitza, Tyler Farrar, Tyler Rasmussen <p>State Finalist Ricebird Football Team</p> <ul style="list-style-type: none"> • See Attached Roster
Fiscal Impact	None.
Student and Public Benefit	The Board has the opportunity to recognize student and faculty for their extra effort.
Procedural and Reporting Implications	None.
Public Comments	None.
Other Comments and Related Issues	None
Attachments	<ul style="list-style-type: none"> • Ricebirds Roster for 2012 Playoffs
Contact Person(s)	Rich DuBroc, El Campo High School Principal Bob Gillis – Athletic Director / Head Coach

FFA Advisors – Craig Hardin, Shawn Peters, Aaron Wilson, Matthew Zahn

Action Required

No action required.

Superintendent's Recommendation

Information item only.

Mark Pool, Superintendent of Schools

2012 El Campo Ricebirds

<u>NO.</u>	<u>NAME</u>	<u>GRADE</u>	<u>POSITION</u>	<u>WT.</u>	<u>NO.</u>	<u>NAME</u>	<u>GRADE</u>	<u>POSITION</u>	<u>WT.</u>
2	Jack Davis	11	RB/DB	175	50	Chance Nohavitza	12	OL/DL	235
3	Keith Sparks	11	RB/LB	150	52	Clint Kruppa	10	OL/DL	165
4	Koy Kresta	11	REC/DB	145	54	Victor Hernandez	10	OL/DL	220
5	Michael Wall	12	REC/DB	170	55	Juan Reyna	11	OL/DL	245
6	Cole Hunt	12	TE/DE	245	56	Trey Martin	12	OL/DL	270
7	Kory Supak	11	QB/DB	165	60	Charles Powers	10	OL/DL	250
8	DJ Washington	10	QB/DB	165	61	Chris Nielsen	12	OL/DL	225
9	Colton Parson	12	REC/DB	150	62	DeShawn King	12	OL/DL	250
9	Tyler Pittman	10	REC/DB	165	63	Clay Glaze	11	OL/DL	205
10	Kade Ilse	12	REC/DB	140	64	AJ Martinez	12	OL/DL	220
11	Stephen Gaines	12	QB/LB	190	65	Alex Montes	11	OL/DL	200
12	Clayton Harp	10	QB/LB	150	66	Zeke Tsika	11	OL/DL	245
14	Bryce Brandl	12	QB/LB	195	68	Tobias Thornton	11	OL/DL	245
17	Andrew Saucedo	10	RB/LB	150	70	James Espericueta	12	OL/DL	210
19	Seth Pustejovsky	10	RB/LB	150	71	James Kyle	11	OL/DL	215
20	Hunter Winkleman	11	RB/LB	150	72	Ryan Nielsen	11	OL/DL	250
21	Jarrin Henderson	10	REC/LB	150	74	Marshall Mach	11	OL/DL	250
22	Wayne Hargrove	12	REC/LB	165	75	Brent Hayes	10	OL/DL	260
24	Tamall Terrell	12	REC/DB	185	76	Reid Strnadel	12	OL/DL	285
25	Isiah Villereal	11	RB/DE	195	77	Jacob Harton	12	OL/DL	280
25	Kyle Kerzee	10	RB/DE	150	78	Terrence Brown	11	OL/DL	300
28	Jeremy Supak	12	REC/LB	170	80	Antonio Perez	12	REC/DB	160
30	Montray Johnson	12	RB/LB	210	81	Aaron Espinosa	11	REC/DB	185
32	Brett Prihoda	12	RB/LB	205	81	Nick Salyer	10	REC/DB	175
33	Blaine Fuechec	10	RB/LB	185	82	Colt DuBroc	10	TE/DE	175
34	BJ Flagg	11	RB/DE	220	83	Matt Edwards	12	TE/DE	185
34	Clay Gonzales	10	RB/LB	175	84	Spencer Singleton	12	TE/DE	185
36	Abraham Montes	11	RB/LB	175	85	Kahlil Randall	12	REC/DB	145
40	Antonio Cooper	10	TE/LB	185	86	Ryan Drapela	11	REC/LB	170
42	Kevin Dove	9	TE/LB	195	88	Andre Booker	12	REC/LB	170
44	Cody Jones	10	TE/LB	150	89	Clay Kresta	11	OL/DL	215
46	Travis Woods	12	TE/LB	195					

Head Coach/Athletic Director: Bob Gillis

Coaches: Wayne Condra, Alan Roberts, Kerry Brandl, James Harp,
 Matt Sohrt, Dewayne Arkadie, Craig George, Elliott Babcock
 Matt Sandoval, Mark Woods, Russell Krenek, Matthew Schoener,
 William Brown, Jesse Galvan, Kevin Gordon, Brady Peterson, Hermann Mauch

Trainers: Dean Easter & Cassey Janak

Student Trainers: Savannah Kemberling, Kaylee Martinez, Ashley Acuna
 Britain Zalman, Sydney Gonzalez, Blayne Allgayer

Film: Tyler Moreno

Superintendent: Mark Pool

Principal: Rich Dubroc

EL CAMPO INDEPENDENT SCHOOL DISTRICT

700 WEST NORRIS STREET
EL CAMPO, TEXAS 77437
(979) 543-6771 (979) 543-1670 FAX

ROBERT MARK POOL
SUPERINTENDENT

DAVID BRIGHT
ASSISTANT
SUPERINTENDENT
FOR FINANCE

CAROLYN GORDON
EXECUTIVE DIRECTOR
OF FEDERAL
PROGRAMS
AND COMPLIANCE

MELISSA KOOP
ASSISTANT SUPERINTENDENT
FOR CURRICULUM
AND INSTRUCTION
2620 Meadow Lane
El Campo, Texas 77437
979-543-8255

TO: Board of Trustees
FROM: Mark Pool
DATE: Tuesday, December 18, 2012
SUBJECT: Agenda Item 5.A

Last week I was contacted by John Petty who told me that Mike Mobley would like to present a proposal to the Board regarding the demolition of buildings at the Old Middle School. I explained the procedure for getting an item on the agenda and he asked that I go ahead and place the matter on the agenda and that they would submit a formal request with a proposal.

As of 3:30 p.m. on this date I do not have a formal agenda request or proposal. I assume something may be presented at the meeting Thursday evening.

BOARD OF TRUSTEES

TOMMY TURNER
PRESIDENT

CECIL DAVIS
VICE PRESIDENT

DAVID HODGES
SECRETARY

J. J. CROIX
TRUSTEE

KRISTI DAVID
TRUSTEE

RALPH NOVOSAD
TRUSTEE

JAMES RUSSELL
TRUSTEE

Agenda Item Summary Sheet (4 A.1)
Meeting Date: December 20, 2012
Submitted by: Mark Pool, Superintendent

Action Required

Consent Agenda: Governance	Minutes of Previous Meetings <ol style="list-style-type: none">1. November 13, 2012 – Regular Meeting2. December 7, 2012 – Special Meeting to Hear Appeal of Student Discipline Decision
Summary	According to policy BE (LOCAL), BOARD MEETINGS, MINUTES, board action shall be carefully recorded by the secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the President and the Secretary of the Board.
ECISD Board Policy	BE (LOCAL), BOARD MEETINGS
Effective Date	December 20, 2012.
Previous Board Action	The Board approves minutes at each regular monthly meeting.
Future Action Expected	The Board approves minutes at each regular monthly meeting.
Background Information and Significant Issues	None.
Fiscal Impact	None.
Student and Public Benefit	An accurate record of all discussions and actions by the Board of Trustees is maintained.
Procedural and Reporting Implications	After approval minutes are filed with the official records of the District.
Public Comments	None.
Alternatives	None.

Other Comments and Related Issues

None

Attachments

Minutes of regular and special meetings held on the following dates:

1. Regular Meeting – November 13, 2012 at 7:00 p.m.
2. Special Meeting – December 7, 2012 at 9:30 a.m.

Contact Person(s)

Dianne Cerny, Executive Secretary

Action Required

Motion, second and majority vote to approve the minutes.

Superintendent's Recommendation

I recommend you approve the minutes of previous meetings as part of the Consent Agenda.

Mark Pool, Superintendent of Schools

**MINUTES OF THE BOARD OF TRUSTEES
EL CAMPO INDEPENDENT SCHOOL DISTRICT
November 13, 2012**

The Board of Trustees of the El Campo Independent School District met in a Regular Session November 13, 2012 in the Board Room, 700 West Norris, El Campo, Texas.

MEMBERS PRESENT: Ralph Novosad, David Hodges, Cecil Davis, Kristi David, J. J. Croix

MEMBERS ABSENT: Tommy Turner, James Russell

OTHERS PRESENT: Mark Pool, Carolyn Gordon, David Bright, Melissa Koop, Scott Gelardi, Natalie Bednorz, Dianne Cerny, Chris Skinner, Mauri Couey

Board Vice President Cecil Davis called the meeting to order at 7:03 p.m. Cecil Davis gave the opening prayer followed by the Pledge of Allegiance. There was a quorum present.

PUBLIC COMMENT: There was no public comment.

RECOGNITION: There was no recognition

CONSENT AGENDA: A motion was made by David Hodges and seconded by Ralph Novosad to approve the consent agenda:

- A. Governance
 - 1. Consider Approval of the Minutes
 - a. October 23, 2012 – Regular Meeting
 - 2. Consider Approval of Proposed Policies and Procedures for STAAR and EOC Exams
 - 3. Consider Approval of Superintendent Performance Appraisal Process and Instrument
- B. Business and Support Service
 - 1. Consider Annual Approval of Resolution to Designate Fund Balance
 - 2. Review of Monthly Financial Reports
 - 3. Review List of Checks Written for the Month of October, 2012
- C. Personnel
 - 1. Consider Approval of Compensation Study Market Groups
- D. Curriculum and Instruction
- E. Students

Motion carried by a 5 – 0 vote with Trustees David Hodges, Ralph Novosad, Cecil Davis, Kristi David and J. J. Croix in favor and Trustees Tommy Turner and James Russell being absent.

BUSINESS AND OPERATIONS

CURRICULUM AND INSTRUCTION

REVIEW OF INSTRUCTIONAL TECHNOLOGY: Chris Skinner reviewed the Instructional Technology Program.

GOVERNANCE

REVIEW OF SUPERINTENDENT PERFORMANCE GOALS: The Board reviewed the Superintendent Performance Goals.

REVIEW DRAFT OF ECISD BOARD MONITORING DOCUMENT: Mr. Pool and the Board reviewed a draft of the El Campo Independent School District Board Monitoring Document.

REVIEW OF TASB POLICY SERVICE LOCALIZED UPDATE 95: Mr. Pool and the Board reviewed the TASB Policy Service Localized Update 95.

REVIEW OF 2012 BOARD MEMBER CONTINUING EDUCATION: Mr. Pool and the Board reviewed board members hours of continuing education.

CLOSED SESSION

EXECUTIVE SESSION: There was no Executive Session.

PERSONNEL

SUPERINTENDENT'S REPORT

- A. Governance
- B. Business and Support Services
- C. Personnel
- D. Curriculum and Instruction
- E. Students
- F. Community and Governmental Relations

There being no further discussion, the meeting adjourned at 7:50 p.m.

DRAFT

PRESIDENT

SECRETARY

**MINUTES OF THE BOARD OF TRUSTEES
EL CAMPO INDEPENDENT SCHOOL DISTRICT
December 7, 2012**

The Board of Trustees of the El Campo Independent School District met in a Special Session December 7, 2012 in the Board Room, 700 West Norris, El Campo, Texas.

MEMBERS PRESENT: Tommy Turner, Ralph Novosad, David Hodges, Cecil Davis, James Russell, J. J. Croix

MEMBERS ABSENT: Kristi David

Kristi David arrived at 9:59 a.m.

OTHERS PRESENT: Mark Pool, Rich DuBroc, Alice Barnes, Keith Sparks

Board President Tommy Turner called the meeting to order at 9:37 a.m. There was a quorum present.

CLOSED SESSION

EXECUTIVE SESSION: The president of the Board called for an Executive Session as authorized by Texas Government Code § 551.082 DISCIPLINARY MATTER OR COMPLAINT, to Deliberate the Discipline of a Public Student.

1. The Board met in a Closed Meeting to Discuss a Parent Appeal of a Student Disciplinary Decision by the Superintendent

The Board entered executive session at 9:39 a.m. and reconvened in open session at 11:13 a.m. No action was taken.

J. J. Croix let the meeting at 10:27 a.m.

STUDENTS

A motion was made by David Hodges and seconded by Ralph Novosad to deny the parent complaint and the requested remedies. Motion carried by a 3-2-0-0 with Trustees David Hodges, Ralph Novosad and Tommy Turner in favor and Trustees James Russell and Cecil opposed and Trustee Kristi David abstaining and Trustee J. J. Croix being absent.

There being no further discussion, the meeting adjourned at 11:16 a.m.

DRAFT

PRESIDENT

SECRETARY

Agenda Item Summary Sheet (4 A.2)
Meeting Date: December 20, 2012
Submitted by: Mark Pool, Superintendent

Action Required

Consent Agenda: Governance	Approval of Localized Policy Update 95
Summary	<p>Last month you received a copy of the Explanatory Notes, <i>Vantage Points</i> and a copy of actual policy changes for Localized Update 95.</p> <p>According to guidelines established by TASB Policy Service, Board action on Localized Update 95 must occur within a properly posted, open meeting of the Board.</p> <p>The Board's action on Localized Update 95 must be reflected in Board minutes. The Instruction Sheet —annotated to reflect any changes made by the Board—and the Explanatory Notes for the update should be filed with the Board minutes where they comprise the authoritative historical record of the District's policy manual. A copy of the replaced or rescinded (LOCAL) policies should also be retained in the historical record.</p>
ECISD Board Policy	BF (LOCAL), BOARD POLICES
Effective Date	December 20, 2012
Previous Board Action	Localized Policy Update 95 was presented at the regular meeting on November 13, 2012, for the Board's review.
Future Action Expected	None.
Background Information and Significant Issues	None.
Fiscal Impact	None.
Student and Public Benefit	Board policies are designed to promote fair and equitable treatment for all district patrons.
Procedural and Reporting Implications	Following Board approval, TASB Policy Service will be notified so this action may be reflected in our Localized Policy Manual as it appears on TASB's Web server for <i>Policy On-Line</i> .

Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	None.
Contact Person(s)	Mark Pool, Superintendent of School
Action Required	Motion, second and majority vote to add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 95.
Superintendent's Recommendation	I recommend that you approve the (LOCAL) policies as recommended by the TASB Policy Service according to the Instruction Sheet for Localized Policy Manual Update 95 as a part of the Consent Agenda. Mark Pool, Superintendent of Schools

Agenda Item Summary Sheet (4 B.1)
Meeting Date: December 20, 2012
Submitted by: Mark Pool, Superintendent

Information Only

Consent Agenda Bid for Electric Power

Summary

In September 2005, the Board entered into an agreement with Amerex Retail Energy Services to provide consulting services for assistance in analyzing power consumption and offering retail electric providers. They provide us with assistance and consultation in soliciting and comparing product offerings by qualified retail electric providers.

Amerex receives a fee for their services at an amount equal to 2.0% of the invoiced amount based upon electricity actually consumed. The fee is not paid directly by the District, is included within the fees charged to the District by the retail energy provider for its electric power.

Our contract with our current provider, Hudson Energy, which was approved in September of 2010, ends June 30, 2013; so in October David Bright contacted Amerex Energy Services to secure bid proposals on our behalf for future purchase of electric power.

On October 30th, Amerex received and analyzed ten bids. The bid proposals were for 12, 24, and 36 months. Eight suppliers also offered a 48 month proposal and one offered a 60 month proposal. Based upon their analysis and recommendation we selected and entered into a 36 month agreement with Liberty Power at a price of \$0.05664 per KWh.

ECISD Board Policy None.

Effective Date July 2013

Previous Board Action On September 19, 2005 the Board authorized the administration to enter into an energy services agreement with Amerex Retail Energy Services, Ltd.; and to execute a contract with the best qualified retail electric provider once the RFPs had been received and reviewed.

Future Action Expected The administration will continuously monitor the current and future electric power market and when it is advantageous to do so will secure another provider. The Board will be informed when this happens.

Background Information and Significant Issues Reference attachment.

Fiscal Impact	None.
Student and Public Benefit	Obtaining the best price for retail energy.
Procedural and Reporting Implications	None.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none"> • Memo from David Bright. • Bid Summary from Amerex Energy Services • Sales Contract with Liberty Power
Contact Person(s)	David Bright, Assistant Superintendent for Finance
Action Required	No Action Required. This is an information report only.
Superintendent's Recommendation	Information only. Mark Pool, Superintendent of Schools

November 5, 2012

TO: Mark Pool
FROM: David Bright
SUBJECT: Electricity Supply Bid

Our current contract with Hudson Energy expires June 30, 2012. In an effort to extend out beyond this date, I had Phyllis Anzalone, our bid consultant from Amerex Energy Services request bids on our behalf. On Tuesday, October 30, 2012, she received 10 bids for 12, 24, and 36 months. Eight suppliers also offered 48 months and one offered a 60 month quote. Please see attached.

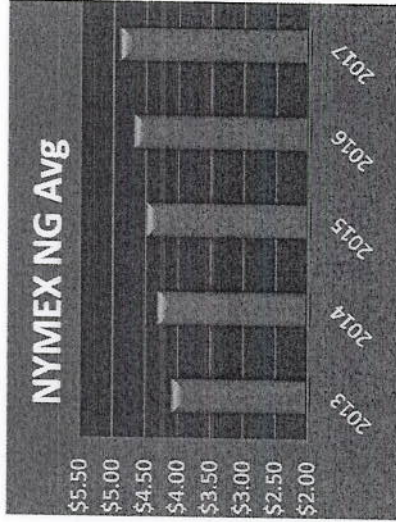
The process is as follows. Once our consultants review the bids, and verify those that meet our requirements, they narrow the field down to the top two or three bidders. Once the top bidder is identified they then go back for a final quote before signing.

You will notice that each of the bids quoted did carry a 2% or greater add/deleted provision, meaning a penalty would be applied if we decrease or increase our usage by more than 2%. My first thought was the affect the sale of the Old Middle School property might have on the District as a result of this provision. After review of the annual usage at the Old Middle School campus and discussing this with our consultant it was evident that we would fall well short of the 2% maximum allowance and therefore would not be penalized. The meters at the Old Middle School average about .05%.

Once the documents were reviewed and discussing the bid results with Phyllis, I decided to go with Liberty Power for 36 month at a price of 0.05664 per KWh. Liberty Power met the requirement set forth of providing a fixed rate product. Phyllis also indicated that Liberty was a very good company and worked well with customers. Although there is no way to predict the future Phyllis also indicated she felt like the market would begin going up in the near future and therefore it could be beneficial to lock in the three year price. Our bid was based on an annual usage of 5,225,512 KWh.

**EI Campo ISD
BID SUMMARY**

Date:	10/30/2012
Product Type:	Fixed Price
Market:	ERCOT
State/District:	Texas
Proposed Start Date:	7/1/2013
Number of Accounts:	35



Supplier Name	12	24	36	48	60
Constellation	0.05687	0.05881	0.05961	N/A	N/A
Direct Energy	0.05588	0.05772	0.05906	0.05972	N/A
ENCOA	0.06016	0.06173	0.06434	0.06504	0.06594
GDF Suez	0.05427	0.05614	0.05682	0.05614	N/A
Gexa Energy	0.05562	0.05747	0.05862	0.05896	N/A
Hudson Energy	0.05535	0.05645	0.05695	0.05725	N/A
Liberty Power	0.05427	0.05598	0.05700	0.05736	N/A
MidAmerican	0.05730	0.05880	0.06050	N/A	N/A
MP2 Energy	0.05817	0.06029	0.06126	0.06179	N/A
Reliant Energy	0.05904	0.06102	0.06185	0.06284	N/A

Monthly Consumption (kWh)



*prices listed are in \$ per kWh

**EI Campo ISD
BID SUMMARY**

Date:	10/30/2012
Product Type:	Fixed Price
Market:	ERCOT
State/District:	Texas
Proposed Start Date:	7/1/2013
Number of Accounts:	35
Current Rate:	0.0558
TDSP:	0.0557
Tax Rate:	2.00%

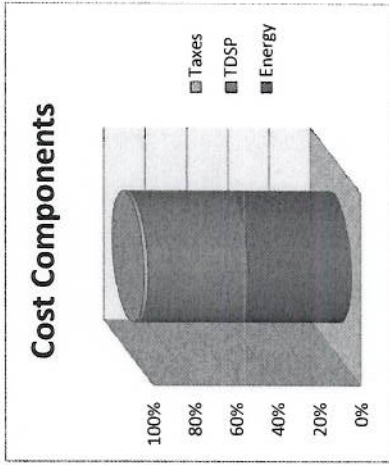


Term Length:	36
Supplier:	GDF Suez
Energy Rate:	\$ 0.0568

Year	Yearly Usage	Yearly Spend
2013	2,782,236	\$ 319,389
2014	5,225,512	\$ 599,868
2015	5,225,512	\$ 599,868
2016	2,443,275	\$ 280,478

Annual Usage 5,225,512 kWh

Month	Usage	Energy Only	TDSP	Taxes	Total
Jul-13	462,810	\$ 26,297	\$ 25,792	\$ 1,040	\$ 53,129
Aug-13	572,977	\$ 32,557	\$ 31,931	\$ 1,288	\$ 65,775
Sep-13	554,436	\$ 31,503	\$ 30,898	\$ 1,246	\$ 63,647
Oct-13	466,483	\$ 26,506	\$ 25,996	\$ 1,048	\$ 53,550
Nov-13	373,693	\$ 21,233	\$ 20,825	\$ 840	\$ 42,898
Dec-13	351,837	\$ 19,991	\$ 19,607	\$ 791	\$ 40,389
Jan-14	350,330	\$ 19,906	\$ 19,523	\$ 787	\$ 40,217
Feb-14	337,892	\$ 19,199	\$ 18,830	\$ 759	\$ 38,789
Mar-14	394,457	\$ 22,413	\$ 21,982	\$ 887	\$ 45,282
Apr-14	419,107	\$ 23,814	\$ 23,356	\$ 942	\$ 48,112
May-14	485,424	\$ 27,582	\$ 27,052	\$ 1,091	\$ 55,725
Jun-14	456,065	\$ 25,914	\$ 25,416	\$ 1,025	\$ 52,354
Jul-14	462,810	\$ 26,297	\$ 25,792	\$ 1,040	\$ 53,129
Aug-14	572,977	\$ 32,557	\$ 31,931	\$ 1,288	\$ 65,775
Sep-14	554,436	\$ 31,503	\$ 30,898	\$ 1,246	\$ 63,647
Oct-14	466,483	\$ 26,506	\$ 25,996	\$ 1,048	\$ 53,550
Nov-14	373,693	\$ 21,233	\$ 20,825	\$ 840	\$ 42,898
Dec-14	351,837	\$ 19,991	\$ 19,607	\$ 791	\$ 40,389
Jan-15	350,330	\$ 19,906	\$ 19,523	\$ 787	\$ 40,217
Feb-15	337,892	\$ 19,199	\$ 18,830	\$ 759	\$ 38,789
Mar-15	394,457	\$ 22,413	\$ 21,982	\$ 887	\$ 45,282
Apr-15	419,107	\$ 23,814	\$ 23,356	\$ 942	\$ 48,112
May-15	485,424	\$ 27,582	\$ 27,052	\$ 1,091	\$ 55,725
Jun-15	456,065	\$ 25,914	\$ 25,416	\$ 1,025	\$ 52,354
Jul-15	462,810	\$ 26,297	\$ 25,792	\$ 1,040	\$ 53,129
Aug-15	572,977	\$ 32,557	\$ 31,931	\$ 1,288	\$ 65,775
Sep-15	554,436	\$ 31,503	\$ 30,898	\$ 1,246	\$ 63,647
Oct-15	466,483	\$ 26,506	\$ 25,996	\$ 1,048	\$ 53,550



**El Campo ISD
BID SUMMARY**

Date:	10/30/2012
Product Type:	Fixed Price
Market:	ERCOT
State/District:	Texas
Proposed Start Date:	7/1/2013
Number of Accounts:	35
Current Rate:	0.0558
TDSP:	0.0557
Tax Rate:	2.00%



Term Length:	36
Supplier:	GDF Suez
Energy Rate:	\$ 0.0568

Year	Yearly Usage	Yearly Spend
2013	2,782,236	\$ 319,389
2014	5,225,512	\$ 599,868
2015	5,225,512	\$ 599,868
2016	2,443,275	\$ 280,478

Annual Usage 5,225,512 kWh

Month	Usage	Energy Only	TDSP	Taxes	Total
Nov-15	373,693	\$ 21,233	\$ 20,825	\$ 840	\$ 42,898
Dec-15	351,837	\$ 19,991	\$ 19,607	\$ 791	\$ 40,389
Jan-16	350,330	\$ 19,906	\$ 19,523	\$ 787	\$ 40,217
Feb-16	337,892	\$ 19,199	\$ 18,830	\$ 759	\$ 38,789
Mar-16	394,457	\$ 22,413	\$ 21,982	\$ 887	\$ 45,282
Apr-16	419,107	\$ 23,814	\$ 23,356	\$ 942	\$ 48,112
May-16	485,424	\$ 27,582	\$ 27,052	\$ 1,091	\$ 55,725
Jun-16	456,065	\$ 25,914	\$ 25,416	\$ 1,025	\$ 52,354

**EI Campo ISD
BID SUMMARY**

Date:	10/30/2012
Product Type:	Fixed Price
Market:	ERCOT
State/District:	Texas
Proposed Start Date:	7/1/2013
Number of Accounts:	35
Current Rate:	0.0558
TDSP:	0.0557
Tax Rate:	2.00%

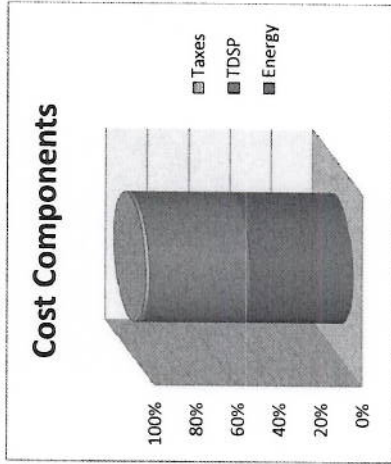


Term Length:	48
Supplier:	GDF Suez
Energy Rate:	\$ 0.0561

Year	Yearly Usage	Yearly Spend
2013	2,782,236	\$ 317,460
2014	5,225,512	\$ 596,243
2015	5,225,512	\$ 596,243
2016	5,225,512	\$ 596,243
2017	2,443,275	\$ 278,783

Annual Usage 5,225,512 kWh

Month	Usage	Energy Only	TDSP	Taxes	Total
Jul-13	462,810	\$ 25,982	\$ 25,792	\$ 1,034	\$ 52,808
Aug-13	572,977	\$ 32,167	\$ 31,931	\$ 1,280	\$ 65,378
Sep-13	554,436	\$ 31,126	\$ 30,898	\$ 1,239	\$ 63,262
Oct-13	466,483	\$ 26,188	\$ 25,996	\$ 1,042	\$ 53,227
Nov-13	373,693	\$ 20,979	\$ 20,825	\$ 835	\$ 42,639
Dec-13	351,837	\$ 19,752	\$ 19,607	\$ 786	\$ 40,145
Jan-14	350,330	\$ 19,668	\$ 19,523	\$ 783	\$ 39,974
Feb-14	337,892	\$ 18,969	\$ 18,830	\$ 755	\$ 38,554
Mar-14	394,457	\$ 22,145	\$ 21,982	\$ 881	\$ 45,008
Apr-14	419,107	\$ 23,529	\$ 23,356	\$ 936	\$ 47,821
May-14	485,424	\$ 27,252	\$ 27,052	\$ 1,084	\$ 55,388
Jun-14	456,065	\$ 25,603	\$ 25,416	\$ 1,019	\$ 52,038
Jul-14	462,810	\$ 25,982	\$ 25,792	\$ 1,034	\$ 52,808
Aug-14	572,977	\$ 32,167	\$ 31,931	\$ 1,280	\$ 65,378
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Jun-17	456,065	\$ 25,603	\$ 25,416	\$ 1,019	\$ 52,038

CREDIT SUMMARY

Supplier	Liberty	CNE	Gexa	MP2	Direct	Suez	ENCOA	Hudson	MidAmerican	Reliant
Bandwidth	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Credit Approved	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Add/Delete Provision	Not included	2%	2%	2%	2%	2%	2%	2%	10%	5%
Pricing Curve	COB 10/29	COB 10/29	COB 10/29	COB 10/29	COB 10/29	COB 10/29	COB 10/29	Live 10/30	COB 10/29	COB 10/29



MASTER SALES AGREEMENT

This Master Sales Agreement ("Master Agreement") is entered into by and between Liberty Power Holdings LLC, Liberty Power Maryland LLC, Liberty Power District of Columbia LLC, and LPT, LLC (all Delaware limited liability companies) (collectively referred to as "Supplier"), and El Campo Independent School District a Texas Company ("Customer"), as of 11/1/2012 (the "Effective Date"). Supplier and Customer may individually be referred to as a "Party" and collectively as the "Parties". This Master Agreement, together with the exhibits, schedules or other properly executed supplements, and any and all Transactions and Sales Confirmations will be referred to herein collectively as the "Agreement". Definitions of certain capitalized words and phrases used in this Agreement are set forth in Exhibit A.

1. SCOPE OF SERVICES

- 1.1. **Purchase and Sale.** Subject to the terms and conditions set forth herein, Supplier shall sell and deliver and Customer shall purchase and receive electric energy pursuant to a Sales Confirmation (as defined in Section 1.4 hereof).
- 1.2. **Contract Price.** Customer shall pay Supplier for the electric energy purchased at the Contract Price, as specified in an applicable Sales Confirmation, plus (i) all applicable Taxes, (ii) all other amounts related to the purchase and delivery of electric energy to the Delivery Point(s), (iii) all Pass-Through Charges, and (iv) any other fees specified in the Sales Confirmation. The Contract Price includes the cost elements to serve Customer Accounts as specified in the Sales Confirmation. In the event any account remains served by Supplier beyond the Term stated in a Sales Confirmation, such account will be billed according to an applicable index rate plus a pass through of all applicable delivery components including, but not limited to energy, capacity, congestion, ancillary services and ISO administrative cost, Renewable Portfolio Standard, and losses plus a fixed adder rate of \$0.005 / kWh. The fixed adder price does not include Taxes or regulated charges from the Utility including, but not limited to, T&D Charges, customer account fees, or other utility transition charges.
- 1.3. **Term.** This Agreement shall be effective on the Effective Date and shall remain in effect until terminated by either Party upon thirty (30) days prior written notice to the Notice Parties. Notwithstanding the foregoing, the termination of this Agreement shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect until both Parties have fulfilled any and all of their respective obligations with respect to the underlying Transactions, or such Transactions shall have been validly terminated.
- 1.4. **Transactions.** A Transaction will be entered into only upon the execution by Customer and Supplier of a Sales Confirmation. Each Sales Confirmation shall include terms including (i) Accounts, (ii) Transaction Term, (iii) Contract Price, (iv) Contract Quantity, (v) Delivery Point(s) and (vi) other special terms and conditions, if any. Any inconsistency between any terms of this Master Agreement and any terms as specified in a Sales Confirmation will be resolved in favor of the Sales Confirmation. Transactions will begin and end on and as of the Utility Transfer Dates specified on the applicable Sales Confirmation. With respect to each Transaction, Supplier will use commercially reasonable efforts to cause each Utility to take whatever steps are necessary to allow Supplier to begin providing service at the beginning of the Transaction as specified on the applicable Sales Confirmation.

2. OPERATIONAL TERMS

- 2.1. **Information and Designations.** Customer will, with respect to each Account for each Transaction: (i) provide Supplier with usage data for the comparable period in the preceding year; (ii) execute at Supplier's reasonable request any separate written agreements (including with respect to electronic data exchange and other similar matters) that may be required by a Utility in connection with the implementation of this Agreement, so long as such agreements do not increase Customer's obligations hereunder; and (iii) provide Supplier with such other information and take such other actions during each Transaction Term as Supplier may reasonably request.
- 2.2. **Electric Energy Delivery.** Supplier will sell and deliver and Customer will purchase and receive electric energy at the ISO's points of delivery identified in the Sales Confirmation(s) ("Delivery Point(s)"). Title to and risk of loss related to the electric energy shall transfer from Supplier to Customer at the Delivery Point(s), and not at the Customer's meter. [title transfer at the ISO delivery points is standard although we will purchase sufficient energy for delivery to the meter]

- 2.3. Material Change.** Customer acknowledges that the Contract Price offered pursuant to any Transaction hereunder is based upon the usage pattern and corresponding demand based obligation existing or reasonably expected to exist during the Term of a Transaction. Customer shall provide Supplier with a minimum of thirty (30) days prior written notice of any anticipated material changes in operation. Notwithstanding the foregoing, should a change in operations occur resulting in a Material Change in usage practice or demand based obligations with respect to one or more Accounts in a Transaction, Supplier reserves the right to pass through to Customer any additional costs incurred by Supplier as a result of the Material Change. In the event any such Material Change results in an actual benefit or credit to Supplier, such credit shall be passed through to Customer in accordance with this section. Bandwidth limits established in any applicable Sales Confirmation shall not apply with respect to calculation of costs pursuant to this Section 2.3.
- 2.4. Utility Curtailment Notices.** Customer agrees to promptly notify Supplier of, and fully comply with, all Utility curtailment or interruption orders or similar notices received by Customer from a Utility requiring the interruption or curtailment of Customer's electric energy usage for any Account (a "Utility Curtailment Notice"), and pay any and all reasonable charges imposed upon or incurred by Customer or Supplier as a result of Customer's failure to so comply.
- 2.5. Force Majeure.** To the extent either Party is prevented by Force Majeure from carrying out in whole or part, its obligations under a Transaction and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then, unless the terms of the Transaction specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to such Transaction (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.
- 2.6. Demand Response.** Customer agrees to inform Supplier of its participation in any Demand Response Program ("DRP") prior to enrollment of any applicable accounts with Supplier. Subsequent to the Effective Date of this Agreement, if Customer intends to initiate participation in a new DRP, as such program affects accounts actively enrolled with Supplier under a valid Sales Confirmation, Customer agrees to provide Supplier with thirty (30) days advanced written notice prior to commencement of such participation. In addition, Customer represents that no DRP shall impose system, settlement or scheduling responsibilities on Supplier. In the event a DRP imposes any additional obligations or responsibilities on Supplier, Customer agrees to obtain prior written consent from Supplier before commencing participation in such DRP. Notwithstanding the foregoing, Customer shall reimburse Supplier for any costs incurred by Supplier as a result of Customer's participation in DRPs. In the event any such participation in DRP results in an actual benefit or credit to Supplier, such credit shall be passed through to Customer in accordance with this section. Bandwidth limits established in any applicable Sales Confirmation shall not apply with respect to calculation of costs pursuant to this section.
- 2.7. Self-Generation.** Customer agrees to inform Supplier of any existing self-generation unit(s) prior to enrollment of any applicable account with Supplier. Subsequent to the Effective Date of this Agreement, if Customer intends to (i) change its use of self-generation unit(s), or (ii) acquire additional self-generation unit(s), as either affects accounts enrolled with Supplier under a valid Sales Confirmation, Customer agrees to provide Supplier with a minimum of thirty (30) days advanced written notice prior to changing or starting use of self-generation. Notwithstanding the foregoing, Supplier reserves the right to pass through to Customer any additional costs or benefits incurred by Supplier as a result of Customer's use of self-generation units. In the event use of such self-generation unit(s) results in an actual benefit or credit to Supplier, such credit shall be passed through to Customer in accordance with this section. Bandwidth limits established in any applicable Sales Confirmation shall not apply with respect to calculation of costs pursuant to this section.
- 2.8. Billing and Payment.** Supplier shall invoice Customer in accordance with the invoice procedures set forth in the Sales Confirmation(s) for electric energy supplied under this Agreement. Invoices provided by Supplier, whether during the term of this Agreement or thereafter, shall be due and payable within fifteen (15) days of the date of such invoice. Customer shall make payments to the address set forth on the applicable Sales Confirmation. Overdue payments shall incur a late payment fee [one-time fee calculated at 1.5% of the outstanding invoice balance – 5% if in Texas]. If Customer in good faith disputes some portion of a Supplier invoice, it will provide Supplier, on or before the payment due date, a written explanation specifying the amount in dispute and the reason for the dispute and shall pay the undisputed portion of the invoice. Supplier and Customer will use good faith efforts to resolve any dispute concerning

invoiced charges. Any amounts finally determined to be owed will be paid within five (5) business days of such resolution, together with any outstanding late payment fee..

- 2.9. Audit. Customer has the right to request supporting documentation of Supplier to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to the provisions of this Agreement concerning Transactions occurring within the previous six months. Customer agrees to notify Supplier with written notice thirty (30) days in advance of Customer's proposed date to visit Supplier's location to examine records. At Customer's request, Supplier may release any such records electronically unless deemed to be confidential or proprietary. If any such examination reveals any inaccuracy on any invoice, the necessary adjustments to such invoice and the payments thereof shall be made within thirty days of resolution of the inaccuracy. This provision of this Agreement will survive any termination or the expiration of the Agreement for a period of six (6) months or as may otherwise be required by law from the date of such termination or expiration for the purpose of resolving such invoice and payment objections.

3. LIMITATIONS OF REMEDIES, LIABILITY AND DAMAGES

- 3.1. LIMITATIONS OF REMEDIES, LIABILITY & DAMAGES. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE) ARE WAIVED. EXCEPT AS SPECIFIED IN SECTION 4 OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED ON REMEDIES AND MEASURES OF DAMAGES BE WITHOUT REGARD TO THE CAUSE THEREOF, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF HARM OR LOSS.
- 3.2. Electric Emergencies and Power Quality. The Utility will continue to operate the electric transmission lines and to maintain responsibility for power outages and for power quality. Customer will hold Liberty Power harmless in the event of a loss of power caused by any entity other than Liberty Power. If Customer has an electrical emergency, power outage, or reduction in power quality, Customer should contact the Utility at its emergency number.
- 3.3. Governmental Authority. Liberty Power is not liable for any damages due to an interruption in service caused by acts of any governmental authority or changes in laws, rules, regulations, practices or procedures of any governmental authority.

4. INDEMNITY

- 4.1. Indemnity. Each Party shall indemnify, defend and hold harmless the other Party from and against any Claims brought by a third party arising from or out of any event, circumstance, act or incident caused by the negligence or willful misconduct of the indemnifying party.

5. GOVERNING LAW AND DISPUTE RESOLUTION

- 5.1. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER WILL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS.
- 5.2. Change in Law. In the event that there is a change in law, administrative regulation, or any fees or costs imposed by the applicable ISO or by a Governmental Authority ("Change in Law") and such change causes Supplier to incur any capital, operating or other costs relating to the provision of services contemplated herein, in order to maintain the same level and quantity of delivery of electric energy, such costs will be added to the invoice as a Pass-Through Charge and Customer agrees to pay such Pass-Through Charge. Prior to including such costs on an invoice, Supplier shall provide to Customer an explanation of the Change in Law, together with reasonable supporting documentation and the calculations used by Supplier to determine the amount of the additional Pass-Through Charge. In the event a Change

in Law results in an actual benefit or credit to Supplier, such credit shall be passed through to Customer in accordance with this section.

5.3. **WAIVER OF JURY TRIAL.** EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT. EACH PARTY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION, CLAIM OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE NOT BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY AMONG OTHER THINGS THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6. CONFIDENTIALITY AND PUBLICITY

6.1. **Confidentiality and Publicity.** The contents of this Agreement and any proprietary or confidential information exchanged between the Parties pursuant hereto, are confidential and shall not be disclosed to any third party, except for such information (i) as may become generally available to the public, (ii) as may be required or appropriate in response to any summons, subpoena, or otherwise in connection with any litigation or to comply with any applicable law, order, regulation, ruling, or accounting disclosure rule or standard, (iii) as may be obtained from a non-confidential source that disclosed such information in a manner that did not violate its obligations to the non-disclosing party in making such disclosure, or (iv) as may be furnished to the disclosing party's Affiliates, and to each of such person's auditors, attorneys, advisors or lenders which are required to keep the information that is disclosed in confidence. This obligation shall survive for a period of one (1) year following the expiration or termination of this Agreement. Customer authorizes Supplier to identify Customer as a customer of Supplier.

7. NOTICES

7.1. **Notices.** All notices and similar correspondence will be in writing and delivered as specified below to each of the entities listed (collectively the "Notice Parties") by regular mail, courier, electronic mail, or facsimile. Notice will be effective upon receipt by the person to whom it is addressed.

7.2. Notice Parties

	CUSTOMER INFORMATION	SUPPLIER INFORMATION
Name	El Campo Independent School District	Liberty Power Holdings Attn: Alberto Daire
Address	700 W Norris Street El Campo, Texas 77437	1901 W. Cypress Creek Rd. Suite 600 Ft. Lauderdale, FL 33309
Phone/fax	979-543-6771	T:: 954.598.7003 F: 212.504.3295
E-Mail		alberto.daire@libertypowercorp.com

8. ASSIGNMENT

8.1. **Assignment.** Neither Party shall assign this Agreement without the prior written consent of the other party, provided, however, that Supplier may assign the accounts, revenues and proceeds arising from the Agreement to a credit provider and Supplier may grant a lien upon its rights under this Agreement to a credit provider (or to an agent for its credit provider). Supplier may also assign its rights and obligations under this Agreement to certain backup service providers under contracts to perform services such as invoicing and power scheduling ("Service Providers"). Any such credit provider (or, if an agent has been appointed, such agent) who has been assigned this Agreement may directly enforce Supplier's rights under this Agreement and may assign Supplier's rights under this Agreement upon foreclosure

or other exercise of remedies by such credit provider (or agent). Customer may assign this Agreement to an Affiliate or the purchaser of facilities being served under this Agreement provided that such Affiliate or purchaser possesses an equal or higher credit rating ("Required Rating") than that of the Customer at the time of the assignment ("Eligible Affiliate"). Alternatively, in the absence of the Required Rating, the Affiliate or purchaser may be considered an Eligible Affiliate if its credit quality is enhanced to the Required Rating by way of guaranty or other mechanism.

9. REMEDIES FOR FAILURE TO DELIVER/ACCEPT

9.1. Customer. If Customer fails to accept all or part of the Contract Quantity, with respect to one or more Accounts in a Transaction, and such failure is not excused by reason of Force Majeure or by Supplier's failure to perform, then Customer shall pay to Supplier, on the date that payment would otherwise be due in respect of the month in which the failure occurred, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Market Price (as defined in section 10 of this Agreement) from the Contract Price multiplied by the undelivered Contract Quantity for such month with respect to such Accounts. The invoice for such amount will include a written statement explaining in reasonable detail the calculation of such amount.

Supplier. If Supplier fails to schedule and/or deliver all or part of the electric energy with respect to one or more Accounts in a Transaction, and such failure is not excused by reason of Force Majeure or by Customer's failure to perform, then Supplier shall pay to Customer or credit Customer's next invoice, on the date that payment would otherwise be due in respect of the month in which the failure occurred, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Contract Price from the Market Price (as defined in section 10 of this Agreement) multiplied by the undelivered Contract Quantity for such month with respect to such Accounts. The invoice for such amount will include a written statement explaining in reasonable detail the calculation of such amount.

9.2. Disconnection of Service: Only the local Utility has the ability to disconnect your service. Failure to make full payment of the charges due hereunder will be grounds for disconnection in accordance with regulatory rules on termination of service to non-residential customers.

10. EARLY TERMINATION PAYMENT

10.1. Customer. In the event of a Customer Event of Default, Supplier shall have the right to terminate this Agreement by delivering written notice to Customer and to calculate the Termination Value. If the Termination Value is calculated to be a positive number, then Customer shall be obligated to make an Early Termination Payment to Supplier in an amount equal to the Termination Value. In all cases, Customer shall remain obligated to pay all other amounts owed by Customer to Supplier under this Agreement.

10.2. Supplier. In the event of a Supplier Event of Default, Customer shall have the right to terminate this Agreement by delivering written notice to Supplier and to calculate the Termination Value. If the Termination Value is calculated to be a negative number, then Supplier shall be obligated to make an Early Termination Payment to Customer in an amount equal to the absolute value of the Termination Value.

10.3. Formula. Termination Value is equal to the remaining Contract Quantity times the (Contract Price less Market Price at the time of Termination); plus any actual costs incurred and not recovered as pass-through costs as a result of the Event of Default.

10.4. Definitions. As applicable to this Section, the remaining Contract Quantity means the undelivered Contract Quantity for the balance of the Term of the applicable Transaction(s). Under Transactions where the Contract Quantity is based on the full requirements of the Customer, then the Contract Quantity for purposes of calculating the Early Termination Payment shall be based on the historical monthly consumptions, as adjusted for factors such as holidays and weather, etc., for the accounts specified in the applicable Sales Confirmation(s) and the List of Accounts attached to such Sales Confirmation. The Market Price shall be determined by Supplier by reviewing, among other things, the load-weighted average of electric energy forward prices in the congestion zones/nodal pricing point or similar locations where the Accounts specified in Schedule 1 of the Sales Confirmation are located and to include ancillaries, transmission losses and other pass through components. The Term for the Market Price will be for the remaining Term of the applicable Sales Confirmation(s). Supplier agrees to act in a commercially reasonable manner to establish the Market Price.

10.5. Renewable Energy Credits ("RECs"). Where a Transaction hereunder involves the purchase of RECs, in the event of a Customer Event of Default where the RECs have already been transferred to Customer, Supplier shall be entitled to

additional monetary damages equivalent to the RECs sales price pro-rated for the remaining Term of the applicable Transaction.

- 10.6. Netting. In the event of a Supplier Event of Default, Supplier has the right to net and set-off any amount owed by Customer to Supplier under this Agreement against its Early Termination Payment.

11. EVENTS OF DEFAULT

- 11.1. Events of Default. An "Event of Default" shall mean: (a) for the Customer, (i) the failure to make, when due, any payment required under this Agreement or (ii) the failure to take electric energy when delivered under terms of this Agreement or a breach of any material obligations of this Agreement, if such failure or breach is not cured within ten (10) business days after Supplier provides written notice to the Customer; (iii) Customer's failure to provide required credit assurance as provided in Section 11.3 of this Agreement; or (b) in the case of Supplier, the failure to fulfill any of its material obligations as set forth in this Agreement, if such failure is not cured within ten (10) business days after Customer provides written notice to Supplier; or (c) if either Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed for twenty (20) business days after such filing or (ii) is unable to pay its debts as they fall due and such inability is not cured within ten (10) business days after giving written notice to the Notice Parties.
- 11.2. Remedies in the Event of Default. In the event of an Event of Default, the non-defaulting Party has the right to terminate the Agreement in accordance with the Early Termination Payment provision and to take such other actions as are necessary to disconnect service from Supplier to Customer. In lieu of termination or disconnection, Supplier may, in its sole discretion, require adequate assurance of performance by Customer including requiring an additional deposit from Customer, requiring payment in advance of invoicing of an amount up to the actual billed amount for the prior three months or requiring payment in advance of an estimated billed amount based on Customer's usage for the prior three months.
- 11.3. Performance Assurance. If Customer has commercially reasonable grounds to believe that Supplier is in imminent danger of not performing or has not performed under this Agreement, then Customer may provide Supplier with written Notice requesting performance assurance to guarantee its full performance of all contractual obligations hereunder ("Performance Assurance"). Supplier may also request Performance Assurance from Customer by providing written notice to Customer, if Supplier has commercially reasonable grounds to believe that Customer is unable to perform its obligations under this Agreement, including any downgrade in the credit rating of Customer or its inability to make payments when due. Upon receipt of such Notice, the receiving Party shall have five (5) Business Days to provide such Performance Assurance to the requesting Party. Failure to provide Performance Assurance within the period specified will constitute an Event of Default. Performance Assurance hereunder shall be in a form and amount commercially reasonably satisfactory to the requesting Party.

12. ENTIRE AGREEMENT

- 12.1. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended except by a written amendment signed by both Customer and Supplier.

13. SEVERABILITY

- 13.1. Severability. In the event that any of the terms of this Agreement are in conflict with any rule or laws, regulations, provisions or are otherwise unenforceable under the laws or regulations of any governmental authority or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement. If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14. OTHER

- 14.1. Execution. This Agreement may be executed in several counterparts, including through facsimile signatures, each of which is an original and all of which constitute one and the same agreement.
- 14.2. Drafting. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, submission or other event of negotiation, drafting or execution hereof.
- 14.3. Definitions. Any term not defined herein shall have the meaning provided in Exhibit A – Definitions.
- 14.4. Non-Appropriation. Supplier acknowledges that Customer is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Customer's obligations under this contract, then this contract shall automatically expire without penalty to Customer thirty (30) days after written notice to Supplier of the unavailability and non-appropriation of public funds. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Customer's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Customer's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Customer upon written notice to Supplier of such limitation or change in Customer's legal authority. Notwithstanding the foregoing, Customer shall pay to Supplier any actual costs incurred resulting from such early termination.
- 14.5. This Agreement is contingent on Customer receiving the following forms ("Vendor Forms") from Supplier completed and duly executed by close of business November 2, 2012 ("Due Date"):
 - i. Proposal Response
 - ii. Conflict of Interest
 - iii. Felony Conviction Notice
 - iv. Vendor Debarment Statement
 - v. Statement of Non-Collusion and Non-Discrimination
 - vi. Contractor Certification.

In the event Vendor Forms are not received by the Due Date, Customer shall have the right to void/rescind without penalty this Agreement, including any Transactions and/or Sales Confirmations.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Master Agreement effective as of the Effective Date.

Liberty Power Holdings LLC
 Liberty Power Maryland LLC
 Liberty Power District of Columbia LLC
 LPT, LLC

Liberty Power New York LLC
 (SUPPLIER)

EL CAMPO ISD
 (CUSTOMER)

By: _____
 Printed Name: Alberto Daire
 Title: Chief Operating Officer
 Date: _____

By: David Bright
 Printed Name: David Bright
 Title: Assistant Supt. for Finance
 Date: 11/01/2012



EXHIBIT A DEFINITIONS

"Account" means, for each Facility, each account at such Facility to be included in a Transaction and identified by a specific account designation number.

"Actual Usage" means the actual amount of energy (in kWh) used at each Account during any period of determination.

"Affiliate" means with respect to any Person, any other Person controlling, controlled by or under the common control with the first Person. The terms "control" (including the terms "controlling", "controlled by" and "under common control with") will mean the possession, directly or indirectly, of the power to direct or cause the direction of the management of the policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Aggregate Usage" means the total energy consumption for the Facilities covered by a Transaction.

"Anticipated Usage" means the anticipated energy usage (in kWh) by each Account during each month, which shall be equal to the actual amount of energy (in kWh) used by each such Account during the same month during the 12 month period prior to the commencement of the applicable Transaction; provided that Customer or Supplier will reasonably estimate any such data that is not available.

"Billing Cycle" means, for each Account, the period between successive invoices rendered either by Supplier or the applicable Utility during the applicable Transaction Term.

"CEA" means the Commodity Exchange Act, 7 U.S.C. §§1-25, *et seq.* as amended.

"Change in Law" means applicable Law or Rules are amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any respect by any Law or Rule of any Governmental Authority after the Effective Date.

"Claim" means any loss, cost, expense (including reasonable attorneys' fees) arising out of claims of any nature whatsoever, including any demand, liability, obligation, debt, cause of action, suit, proceeding, judgment, award, or assessment.

"Contract Price" means the Sale Price of electric energy as defined in each Sales Confirmation.

"Contract Quantity" means the contract electric energy to be delivered to Customer as indicated in the applicable Sales Confirmation, which may also be referred to as Total Retail Quantity in Part B of Schedule 1.

"Facility" or "Facilities" means the Service Address of the Customer Accounts identified on Schedule 1 attached to the Sales Confirmation.

"Force Majeure" means an event or circumstance which prevents the Claiming Party from performing its obligations under one or more Sales Confirmations, which event or circumstance was not anticipated as of the date the Sales Confirmation was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Customer's markets; (ii) Customer's inability economically to use or resell electric energy purchased hereunder; (iii) the loss or failure of Supplier's supply; or (iv) Supplier's ability to sell electric energy at a price greater than the Contract Price. Neither party may raise a claim of Force Majeure based in whole or in part on curtailment by the Transmission Provider unless (i) such party has contracted for firm transmission with a Transmission Provider for the electric energy to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff.

"Governmental Authority" means any federal, state, local, municipal or other governmental authority, instrumentality, department, board, court, tribunal, regulatory commission, or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under any Law or Rules or by agreement of the Parties with an interest in such dispute.

"ISO" means any independent system operator, regional transmission operator, "Transco," power pool or grid or control area operator established and providing services to the Accounts or other similar entity providing the same basic services as such entities and any successor thereto.

"Law" means any applicable statute, law (including common law), ordinance, rule, regulation, ruling, order, writ, injunction, judgment, decree, directive, policy or other legal or regulatory determination or interpretation by a Governmental Authority of competent jurisdiction, including without limitation, any such items dealing with or addressing the deregulation of the energy markets in the state where Facilities served pursuant to this Agreement are located.

"Load Factor" means the percentage defined by dividing average demand by peak demand during a specific period.

"Local Time" means the then prevailing time (standard or daylight) of the time zone in which the applicable Facilities are located.

"Material Change" means any event, occurrence, change in facts, conditions or other change or effect which results in a change of twenty-five (25%) or greater in the same direction, for a period of two consecutive months or greater, in the anticipated electric consumption of Customer from what occurred during the prior year, or what usage has been otherwise stated in writing at the time of the execution of a Transaction hereunder.

"Person" means any Governmental Authority or any individual, firm, partnership, corporation, limited liability company, joint venture, trust, unincorporated organization, company or other entity or organization.

"Pass-Through Charge" means any itemized charge that is incurred by Supplier in supplying electric energy to the Customer and is in addition to the Contract Price. Pass-Through Charges will be billed to the Customer at the same rate or cost incurred by Supplier. Pass-through charges usually relate to, but are not limited to, T&D Charges, tariffs, and/or Taxes,

"Retail Electric Provider" means the corporation, generator, broker or any other entity that sells electricity to end-user customers over regulated transmission or distribution facilities.

"Rules" means as applicable, the interim or final requirements, tariffs, rules, orders, regulations and procedures authorized or established by the applicable Governmental Authority that affect the sale, transmission and distribution of energy and other services contemplated by this Agreement.

"Taxes" means all taxes, assessments, levies, duties, fees, charges or withholdings of any kind whatsoever and all penalties, fines, additions to tax, or interest thereon, but excluding any taxes on net income, employment taxes, penalties or fines.

"T&D Charges" means, if used in a Confirmation, all charges of any kind imposed or authorized to be collected by a Utility or T&D Provider under applicable Law or Rules for or related to transmission and distribution of energy and related services, including, without limitation, Transition Charges.

"T&D Provider" means each entity transmitting/distributing energy to a Facility, including, without limitation, any applicable ISO.

"Transaction" means a particular transaction for the purchase and sale of electric energy or other services pursuant to this Master Agreement as evidenced by a duly executed Sales Confirmation.

"Transaction Term" means the term of a Transaction as specified in the applicable Sales Confirmation.

"Transition Charges" means charges on account of "stranded costs" or "transition costs" and any other similar types of charges associated with or resulting from the opening up of the applicable state's electric market, whether as provided for in the Rules or otherwise.

"Utility" means an electricity utility distribution company, T&D Provider or other provider of tariffed services to the Facilities, including any "standard offer provider" or "provider of last resort" (as defined under applicable Law and Rules).

"Utility Transfer Date" means 00:00:01 Local Time on the day immediately following the date as of which the Utility for each Account has completed all steps necessary to permit Supplier to start providing the services set forth in the applicable Sales Confirmation.



ADDENDUM 1 CALIFORNIA

The changes contemplated in this Addendum shall apply to all California transactions.

1. Section 2.1 is removed in its entirety and replaced with the following:

2.1 Information and Designations. Customer will, with respect to each Account for each Transaction: (i) provide Supplier with usage data for the comparable period in the preceding year; (ii) participate in "direct access" under the applicable California Laws and Rules; (iii) execute at Supplier's request any separate written agreements or authorizations (including with respect to electronic data exchange, meter access and reading or maintenance, and other similar matters) that may be required by a Utility, or other contracted third party in connection with the implementation of this Agreement, so long as such agreements do not increase Customer's obligations hereunder; and (iv) provide Supplier with such other information and take such other actions during each Transaction Term as Supplier may reasonably request.

2. Further, the following sections are added to **Section 2. Operational Terms** in the Master Agreement and apply where Customer's meter is independently owned, that is, not owned by the Utility.

Authorization to Access Customer Meter. In the absence of an agreement or express written authorization referenced in section 2.1, Customer hereby authorizes Supplier and/or Supplier's contracted third party to access the Customer's independent electric meter as needed, and agrees to take all reasonable and customary measures to ensure such access is available. Customer will hold Supplier harmless for any loss resulting from unauthorized tampering and/ or access by any party other than Supplier or Supplier's contracted third party.

Customer Meter Maintenance and Access. Liberty Power has contracted with a third party for the maintenance and upkeep of the Customer's electric meter. In addition, Liberty Power has contracted with a third party for the purpose of accessing the Customer's electric meter to acquire usage data from such meter and to provide such data to Liberty Power and the Utility on Customer's behalf. Customer will hold Liberty Power harmless in the event of a loss caused by a malfunctioning or inoperable electric meter. Customer will contact Liberty Power immediately for any known damage or other problem occurring with the Customer's meter which causes or may cause the meter to malfunction.

Customer Phone Line. Customer agrees to maintain a landline as required to transmit data from the Customer's electric meter to Supplier, the Utility or the Supplier's contracted third party as necessary. All costs associated with the installation and maintenance or repair of such landline is the sole responsibility of the Customer. Customer's failure to maintain its phone line will render Customer solely responsible for any additional expenses incurred as a result of Supplier's or Supplier's contracted third party need to physically read the Customer's electric meter.

3. **Section 11.1** is removed and replaced as follows:

11.1 Events of Default. An "Event of Default" shall mean: (a) for the Customer, (i) the failure to make, when due, any payment required under this Agreement or (ii) the failure to

take electric energy when delivered under terms of this Agreement if such failure is not cured within ten (10) Business Days after Supplier provides written notice to the Customer; (iii) tampering or disconnecting of Customer's electric meter which may cause or may reasonably be expected to cause an inaccurate reading, or no reading, of the usage data provided by such meter, or failure to provide adequate access for more than 2 meter reads; (iv) a downgrading of the credit rating of Customer or Customer's Affiliate or Guarantor, from that which was in effect on the Effective Date of this Agreement, or Customer's failure to provide required credit assurance as provided in Section 11.3 of this Agreement; or (b) in the case of Supplier, the failure to fulfill its obligations as set forth in this Agreement with regard to (i) Contract Price, (ii) Transaction Term, (iii) Contract Quantity and (iv) timely invoicing for deliveries of electric energy, in each case, if such failure is not cured within ten (10) Business Days after Customer provides written notice to Supplier; or (c) if either Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed for twenty (20) Business Days after such filing or (ii) is unable to pay its debts as they fall due and such inability is not cured within ten (10) Business Days after giving written notice to the Notice Parties.

All other terms and conditions of the Master Agreement remain unchanged and in full force and effect



Customer Name: EL CAMPO INDEPENDENT SCHOOL DISTRICT
Offer ID: _____ Expiration Time: _____ EST

SALES CONFIRMATION

Upon execution by each of the Parties, this Sales Confirmation will confirm the agreement of the Parties to enter into a Transaction as defined in and pursuant to the terms of the Master Sales Agreement between the Parties dated as of 11/01/2012 ("Master Agreement") under the following terms and conditions (capitalized terms used herein have the meanings given in the Master Agreement). With respect to any Facility or Account, as defined herein, which is listed on any other Sales Confirmation, this Sales Confirmation replaces the other Sales Confirmation and the Price herein becomes the current Price upon execution of this Sales Confirmation.

For each Billing Cycle during the Transaction Term, Customer will pay Supplier a Contract Price per kWh of Actual Usage as specified in Schedule 1 and described below. The Contract Price has been set based on market conditions and Customer executing and Supplier receiving this Sales Confirmation prior to Offer Expiration Time as specified on Schedule 1. This Sales Confirmation is only valid upon full execution by both Customer and Supplier. For each Billing Cycle and Load Zone, Supplier shall invoice Customer a Total Charge in \$US.

TRANSACTION TERM: This Transaction will be effective when signed by both Customer and Supplier. The Transaction Term for each Account will commence for each Account on the next Utility Transfer Date occurring on or after the Start Date and will continue until the next Utility Transfer Date occurring on or after the End Date, as more specifically described in Schedule 1.

PRODUCT SELECTION

(select only one Product per Sales Confirmation):

Fixed Price Product:

Total Charge = Contract Price + Pass-Through Charges

Index Product:

Total Charge = Energy Charge + Contract Price + Pass-Through Charges

Block and Index Product:

Total Charge = Block Charge + Balance Charge + Contract Price + Pass-Through Charges

(Note: when locking in a Block for Block and Index Product, the Block charge will be separately stated from the Contract Price in the Schedule 1)

Pass-Through Charge(s):

Price Components indicated in the **Contract Price** provision below. If a Price Component is "Excluded", that component will be passed through at cost.

CONTRACT PRICE

The Contract Price is the price stated in Schedule 1 consistent with the following Price Components applied as indicated, and unless otherwise indicated herein, does not include Gross Receipts Tax (GRT), Sales and Use Tax (SUT), Commercial Activity Tax, state, federal, local or other taxes, permitted recovery assessments, regulated charges from the utility including, but not limited to, utility transmission and distribution charges, customer account fees, or other utility transition charges.

- Price Components marked "**Included**" are included and "fixed" in the Contract Price
(Note: when locking in a Block for Block and Index Product, the Block charge will be separately stated from the Contract Price in the Schedule 1)
- Price Components marked "**Excluded**" are not included in the Contract Price and are considered Pass Through Charges, as defined above.
- Price Components marked "**Not Applicable**" are not applicable in the respective ISO/RTO to the contracted Account(s).

<u>Price Components</u>		<u>Included/Excluded/Not Applicable</u>
	Energy	Included
	Ancillary Services	Included
	Auction Revenue Rights (ARR) Congestion Revenue Rights (CRR) CRR Auction Revenue Distribution (CARD) CRR-CA, CARD-TX	Included
	Capacity/Resource Adequacy	Not Applicable
	HTZ Congestion	Excluded
	Line Losses	Included
	Metering Services - CA Only	Not Applicable
	Network Transmission	Not Applicable
	Reliability Unit Commitment (RUC) - TX Only	Included
	Reliability Must Run (RMR) - PJM Only	Not Applicable
	Renewable Portfolio Standard (RPS)	Not Applicable
2% add/delete	Other:	Included
<u>Taxes</u>		
Market	Tax	Included/Excluded/Not Applicable
None	None	Not Applicable

SPECIAL PROVISIONS:

CONSUMPTION BANDWIDTH: In the event Customer's monthly consumption of electric energy in aggregate of all Accounts materially changes by an amount greater than +/- One Hundred (100%) percent ("Threshold") of the monthly aggregate of all Accounts for the last twelve (12) months of historical consumption as specified on the attached Schedule 1, then the following shall apply:

- (i) For such energy consumption that is above the Threshold (the "excess") in any month, Customer shall pay Supplier an amount equal to the product of the excess in the hourly energy consumption and the positive difference, if any, between (a) the Day-Ahead Locational Marginal Price (LMP) + current market pricing for applicable non-energy components, and (b) the Contract Price.

- (ii) For such energy consumption that is below the Threshold (the "shortage") in any month of the monthly aggregate of all Accounts for the last twelve (12) months of historical consumption as specified on the attached Schedule 1, Customer shall pay Supplier an amount equal to the product of the shortage in the hourly energy consumption and the positive difference, if any, between (a) Contract Price, and (b) the Day-Ahead LMP + current market pricing for the applicable non-energy components.

DEMAND BASED OBLIGATIONS: The Contract Price is inclusive of capacity and transmission charges based on Customer representations and current obligations ("Demand Based Obligations") as determined by the appropriate LDC and shown on Schedule 1. These Demand Based Obligations are subject to change at the end of each delivery year according to ISO and LDC guidelines. Customer understands that any variation in usage that impacts recovery of Demand Based Obligation costs may result in a pass-through of such costs by Supplier.

VOLUNTARY GREEN PURCHASES: The Contract Price includes the voluntary purchase of renewable energy represented by Green-e Certified Renewable Energy Certificates (non-geographic, non-specific), equivalent to the percentage of Customer's load as specified in Schedule 1 of Customer's estimated Usage.

DEMAND RESPONSE: Customer agrees to inform Supplier of its participation in any Demand Response Program ("DRP") prior to enrollment of any applicable accounts with Supplier. Subsequent to the Effective Date of this Agreement, if Customer intends to initiate participation in a new DRP, as such program affects accounts actively enrolled with Supplier under a valid Sales Confirmation, Customer agrees to provide Supplier with thirty (30) days advanced written notice prior to commencement of such participation. In addition, Customer represents that no DRP shall impose system, settlement or scheduling responsibilities on Supplier. In the event a DRP imposes any additional obligations or responsibilities on Supplier, Customer agrees to obtain prior written consent from Supplier before commencing participation in such DRP, which consent shall be unreasonable withheld. Notwithstanding the foregoing, Customer shall reimburse Supplier for any costs incurred by Supplier as a result of Customer's participation in DRPs. Bandwidth limits established in any applicable Sales Confirmation shall not apply with respect to calculation of costs pursuant to this section.

SELF-GENERATION: Customer agrees to inform Supplier of any existing self-generation unit(s) prior to enrollment of any applicable account with Supplier. Subsequent to the Effective Date of this Agreement, if Customer intends to (i) change its use of self-generation unit(s), or (ii) acquire additional self-generation unit(s), as either affects accounts enrolled with Supplier under a valid Sales Confirmation, Customer agrees to provide Supplier with a minimum of thirty (30) days advanced written notice prior to changing or starting use of self-generation. Notwithstanding the foregoing, Customer shall reimburse Supplier for any costs incurred by Supplier as a result of Customer's use of self-generation units. Bandwidth limits established in any applicable Sales Confirmation shall not apply with respect to calculation of costs pursuant to this section.

CUSTOMER ACKNOWLEDGEMENT: Customer acknowledges that Account(s) may be invalidated or removed from Schedule 1 by Supplier if (1) the information listed for any Account is materially inaccurate, or (2) for any reason the Utility does not accept, or causes significant delay in, the enrollment of any Account, in which case Supplier and Customer may execute an updated Sales Confirmation as mutually agreed by both Parties.

Not later than ten (10) business days following the receipt of Customer's Actual Usage, Supplier will deliver to Customer an invoice setting forth the charges due for the preceding Billing Cycle. In the event Supplier does not receive Customer's Actual Usage, Supplier reserves the right to use Anticipated Usage in place of Actual Usage, for an individual or group of accounts for the calculations included herein. In the event that Supplier issues an invoice using Anticipated Usage, Supplier will notify Customer and will charge or credit Customer for any adjustments no later than ten (10) business days following Supplier's receipt of the Actual Usage. For any applicable Load Zone, the above charges will only apply when all of Customer accounts have been enrolled by the local utilities.

BILLING

INVOICING: For Supplier Consolidated and/or Dual Billing agreements ("DB"), Supplier shall submit one monthly invoice per account. For Utility Consolidated ("UC") agreements, Utility invoice will include Supplier charges as a separate line item on invoice. In either case, such invoice shall include the address, and the Account number(s) as specified on Schedule 1. Invoicing shall occur as determined by the Utility's standard invoicing policy. Invoices shall be sent to the following address:

Billing Option Selected: UC DB
(if left blank, billing option shall be at Supplier's discretion)

Authorized Customer representative for billing and usage matters, including access to historical billing and usage information: _____
(Customer must notify Supplier of any changes or revocation in authority)

Customer Name: EL CAMPO INDEPENDENT SCHOOL DISTRICT
Attn. or c/o: David Bright - Assistant Supt. for Finance & Operations
Address: 700 W Norris Street
City, State & Zip: El Campo, Texas 77437
Phone: 979-543-6771

PAYMENT INSTRUCTIONS: Unless otherwise directed by Utility consolidated billing arrangements, all payments by Customer under this agreement will be remitted to:

If by check or money order to:

Bank: JPMorgan Chase Bank, N.A.
512 Main Street
Houston, TX 77002
Account Name: Liberty Power Holdings
Account No.: 427702233

If by wire or ACH to:

Bank: JPMorgan Chase Bank, N.A.
512 Main Street
Houston, TX 77002
ABA (Wires): 021000021
ABA (ACH, non-wires): 111000614
Account Name: Liberty Power Holdings
Account No.: 4426295864
Beneficiary Name: Liberty Power Holdings

Add/Delete: Supplier agrees to provide power to new meters (add) at the same price upon the mutual consent of Customer and Supplier. Should any account listed on Schedule 1 be sold or closed, and Customer provides Supplier with acceptable proof of said sale or closure, Customer may drop(delete) such account from this Transaction with no penalty, provided the number of accounts dropped does not exceed two (2%) percent of the total accounts listed on Schedule 1, and the annual usage for the account(s) being dropped is not greater than 100,00kWh, individually. Customer may drop any account with usage greater than 100,000kWh only with the prior written consent of the Supplier

Liberty Power Holdings LLC
Liberty Power Maryland LLC
Liberty Power District of Columbia LLC
LPT, LLC

(SUPPLIER)

EL CAMPO INDEPENDENT SCHOOL DISTRICT
700 W. Norris
El Campo, TX 77437

(CUSTOMER)

By: _____
Printed Name: Alberto Daire
Title: Chief Operating Officer
Date: _____

By: David Bright
Printed Name: David Bright
Title: Assistant Supt. for Finance
Date: 11/01/2012

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) LIBERTY POWER HOLDINGS LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>P</u> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 1901 W. CYPRESS CREEK ROAD, STE. 600 City, state, and ZIP code FORT LAUDERDALE, FL 33309-1863	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] [] - [] [] []	
Employer identification number	
7 1 - 1 0 0 9 7 6 9	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>10/28/2011</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**SCHEDULE 1
Part A**

PR-201210-35508

Offer ID:
Expiration Time:
Customer Name:

EL CAMPO INDEPENDENT SCHL DIST

Account Number	Utility	Deliver y Point	Voltage	Service Class	Service Address	City	State	Zip Code	Current ICAP (kW)	Anticipated Retail Usage (kWh)	Start Date	End Date	Volunteer y Green	Contract Price (\$/kWh)
10032789408679450	AEPC	SZ	SECOND	829	MLK BLVD UNIT CAFEIRA	EL CAMPO	TX	77437	-	7,447	July-13	June-16	N/A	\$0.05664
10032789419080355	AEPC	SZ	SECOND	857	600 W NORRIS ST UNIT GYM	EL CAMPO	TX	77437-2430	-	175,601	July-13	June-16	N/A	\$0.05664
10032789427179220	AEPC	SZ	SECOND	855	600 W NORRIS ST UNIT 250HPS	EL CAMPO	TX	77437	-	35,005	July-13	June-16	N/A	\$0.05664
10032789427179221	AEPC	SZ	SECOND	905	600 W NORRIS ST UNIT 250HPS	EL CAMPO	TX	77437-2430	-	7,560	July-13	June-16	N/A	\$0.05664
10032789429233778	AEPC	SZ	SECOND	908	1010 W ROBERTS ST UNIT 400HPS	EL CAMPO	TX	77437-2430	-	1,860	July-13	June-16	N/A	\$0.05664
10032789431107545	AEPC	SZ	SECOND	857	501 W WEBB ST ANNEX EL CAMPO	EL CAMPO	TX	77437-2208	-	34,520	July-13	June-16	N/A	\$0.05664
10032789433990251	AEPC	SZ	SECOND	829	1407 MLK BLVD	EL CAMPO	TX	77437-5361	-	5,354	July-13	June-16	N/A	\$0.05664
10032789441466681	AEPC	SZ	SECOND	855	600 W NORRIS ST	EL CAMPO	TX	77437-2430	-	704,265	July-13	June-16	N/A	\$0.05664
10032789443843709	AEPC	SZ	SECOND	857	501A W WEBB ST LOT TEMP	EL CAMPO	TX	77437-2208	-	37,944	July-13	June-16	N/A	\$0.05664
10032789446466620	AEPC	SZ	SECOND	855	600 W NORRIS ST UNIT FTBALL	EL CAMPO	TX	77437-2430	-	52,343	July-13	June-16	N/A	\$0.05664
100327894495987451	AEPC	SZ	SECOND	855	600 W NORRIS ST BLDG METAL	EL CAMPO	TX	77437-2430	-	36,399	July-13	June-16	N/A	\$0.05664
10032789452308232	AEPC	SZ	SECOND	908	1103 AVENUE I UNIT 400HPS	EL CAMPO	TX	77437	-	3,699	July-13	June-16	N/A	\$0.05664
10032789453221433	AEPC	SZ	SECOND	855	2610 MEADOW LN	EL CAMPO	TX	77437-2153	-	626,676	July-13	June-16	N/A	\$0.05664
10032789453743500	AEPC	SZ	SECOND	855	501 W WEBB ST	EL CAMPO	TX	77437-2208	-	738,727	July-13	June-16	N/A	\$0.05664
100327894556537390	AEPC	SZ	SECOND	855	700 W NORRIS ST	EL CAMPO	TX	77437-2430	-	39,987	July-13	June-16	N/A	\$0.05664
10032789459077321	AEPC	SZ	SECOND	855	600 W NORRIS ST UNIT 2HIGH	EL CAMPO	TX	77437-2430	-	980,927	July-13	June-16	N/A	\$0.05664
10032789460318450	AEPC	SZ	SECOND	855	600 W NORRIS ST UNIT 1	EL CAMPO	TX	77437-2430	-	17,119	July-13	June-16	N/A	\$0.05664
10032789462320319	AEPC	SZ	SECOND	857	1103 AVENUE I UNIT School	EL CAMPO	TX	77437	-	652,548	July-13	June-16	N/A	\$0.05664
10032789470819629	AEPC	SZ	SECOND	857	805 FAHRENTHOLD ST	EL CAMPO	TX	77437	-	36,346	July-13	June-16	N/A	\$0.05664
10032789471818769	AEPC	SZ	SECOND	857	802 Depot St Unit Deep	EL CAMPO	TX	77437-3326	-	58,306	July-13	June-16	N/A	\$0.05664
10032789472020490	AEPC	SZ	SECOND	935	600 W NORRIS ST UNIT 400MVA	EL CAMPO	TX	77437-2430	-	1,740	July-13	June-16	N/A	\$0.05664
10032789472020491	AEPC	SZ	SECOND	947	600 W NORRIS ST UNIT 250HPSA	EL CAMPO	TX	77437-2430	-	8,820	July-13	June-16	N/A	\$0.05664
10032789472020492	AEPC	SZ	SECOND	947	600 W NORRIS ST UNIT 250HPSB	EL CAMPO	TX	77437-2430	-	8,820	July-13	June-16	N/A	\$0.05664
10032789472020493	AEPC	SZ	SECOND	908	600 W NORRIS ST UNIT 400HPS	EL CAMPO	TX	77437-2430	-	9,300	July-13	June-16	N/A	\$0.05664
10032789472020494	AEPC	SZ	SECOND	909	600 W NORRIS ST UNIT 1KHPS	EL CAMPO	TX	77437-2430	-	13,212	July-13	June-16	N/A	\$0.05664
10032789473919220	AEPC	SZ	SECOND	855	600 W NORRIS ST UNIT FLD HSE	EL CAMPO	TX	77437-2430	-	83,842	July-13	June-16	N/A	\$0.05664
10032789475861221	AEPC	SZ	SECOND	904	1010 W ROBERTS ST	EL CAMPO	TX	77437-3244	-	23,381	July-13	June-16	N/A	\$0.05664
10032789475861222	AEPC	SZ	SECOND	904	1010 W ROBERTS ST UNIT 150HPS	EL CAMPO	TX	77437-3244	-	840	July-13	June-16	N/A	\$0.05664
10032789485272540	AEPC	SZ	SECOND	855	600 W NORRIS ST UNIT ACADMC	EL CAMPO	TX	77437-2430	-	462,065	July-13	June-16	N/A	\$0.05664
10032789485909830	AEPC	SZ	SECOND	855	2620 MEADOW LN	EL CAMPO	TX	77437-2153	-	118,500	July-13	June-16	N/A	\$0.05664
10032789488083121	AEPC	SZ	SECOND	829	600 W NORRIS ST UNIT PRKGLTE	EL CAMPO	TX	77437	-	4,211	July-13	June-16	N/A	\$0.05664
10032789496235531	AEPC	SZ	SECOND	829	MLK BLVD UNIT 175MVA	EL CAMPO	TX	77437-2430	-	1,800	July-13	June-16	N/A	\$0.05664
10032789496235533	AEPC	SZ	SECOND	847	MLK BLVD UNIT 400HPS	EL CAMPO	TX	77437	-	2,520	July-13	June-16	N/A	\$0.05664
10032789496235534	AEPC	SZ	SECOND	908	MLK BLVD UNIT 400HPS	EL CAMPO	TX	77437	-	3,720	July-13	June-16	N/A	\$0.05664
10032789497672680	AEPC	SZ	SECOND	855	600 W NORRIS ST UNIT WGT RM	EL CAMPO	TX	77437	-	112,716	July-13	June-16	N/A	\$0.05664

Customer Initials: DB 11/10/12
I have confirmed the completeness and accuracy of the information contained on this page.



SCHEDULE 1

Part B

Offer ID: PR-201210-35508

Expiration Time:

Customer Name: EL CAMPO INDEPENDENT SCHL DIST

Utility	Delivery Point	Month	Year	No. of Accts	35	Contract Retail Quantity
				Peak (kWh)	Off Peak (kWh)	Total (kWh)
				9,378,304	5,625,559	15,003,863
AEPC	SOUTH	July	2013	289,309	163,542	452,851
AEPC	SOUTH	August	2013	341,651	211,837	553,488
AEPC	SOUTH	September	2013	309,184	197,760	506,944
AEPC	SOUTH	October	2013	297,528	152,468	449,996
AEPC	SOUTH	November	2013	213,024	135,498	348,522
AEPC	SOUTH	December	2013	202,776	133,906	336,682
AEPC	SOUTH	January	2014	224,858	129,046	353,904
AEPC	SOUTH	February	2014	201,984	117,251	319,235
AEPC	SOUTH	March	2014	220,853	146,194	367,047
AEPC	SOUTH	April	2014	259,318	141,496	400,814
AEPC	SOUTH	May	2014	278,141	168,137	446,278
AEPC	SOUTH	June	2014	264,869	167,808	432,677
AEPC	SOUTH	July	2014	294,237	164,209	458,446
AEPC	SOUTH	August	2014	326,894	221,299	548,194
AEPC	SOUTH	September	2014	330,893	191,808	522,701
AEPC	SOUTH	October	2014	310,629	163,146	473,775
AEPC	SOUTH	November	2014	206,386	140,154	346,539
AEPC	SOUTH	December	2014	221,267	131,124	352,391
AEPC	SOUTH	January	2015	208,925	134,273	343,198
AEPC	SOUTH	February	2015	202,208	118,342	320,550
AEPC	SOUTH	March	2015	232,461	140,291	372,752
AEPC	SOUTH	April	2015	260,973	141,570	402,542
AEPC	SOUTH	May	2015	264,896	175,960	440,856
AEPC	SOUTH	June	2015	276,426	159,822	436,248
AEPC	SOUTH	July	2015	296,939	164,951	461,890
AEPC	SOUTH	August	2015	322,123	221,258	543,382
AEPC	SOUTH	September	2015	330,691	191,539	522,230
AEPC	SOUTH	October	2015	296,419	169,932	466,351
AEPC	SOUTH	November	2015	216,128	132,370	348,498
AEPC	SOUTH	December	2015	218,275	131,046	349,321
AEPC	SOUTH	January	2016	202,176	140,259	342,435
AEPC	SOUTH	February	2016	211,848	120,168	332,016
AEPC	SOUTH	March	2016	238,942	131,513	370,455
AEPC	SOUTH	April	2016	243,230	147,456	390,686
AEPC	SOUTH	May	2016	279,821	167,198	447,019
AEPC	SOUTH	June	2016	282,022	160,926	442,949

Customer Initials: *DB 11/01/12*

Agenda Item Summary Sheet (4 B.2)
Meeting Date: December 20, 2012
Submitted by: Mark Pool, Superintendent

Information Only

**Consent Agenda:
Business and Support
Services**

Review of Monthly Financial Reports for Month of October

Summary

Although there is no statutory or policy requirement for the Board to do so, reviewing the Monthly Financial Report is a good practice for the Board to follow in overseeing the management of the District.

The report provides the Board with a current comparison of actual revenue and expenditures to the budget adopted for the General Fund.

The Tax Collections Report provides the Board with the District's current tax collections for the fiscal year.

The Cash Flow Report provides the Board with both a historical and current perspective of the District's monthly cash flow.

ECISD Board Policy

None.

Effective Date

November 30, 2012

Previous Board Action

Approval of 2011-2012 General Operating Budget on August 21, 2012.

Future Action Expected

The Board will review the monthly financial statements at each regular monthly board meeting.

**Background Information and
Significant Issues**

The unaudited fund balance in the General Fund (Fund 199 only) on August 31, 2012 was \$8,868,411, which is 32.58% of the approved General Fund operating expenditures (as defined in the AEIS Report) of \$27,221,253.

Fund balance designated for replacement of artificial turf at Ricebird Stadium is \$250,000, leaving an undesignated fund balance of \$8,618,411; or 31.66% of the approved General Fund operating expenditures (as defined in the AEIS Report).

The undesignated fund balance currently exceeds the 20% goal by \$3,176,160.

Fiscal Impact

None.

Student and Public Benefit Closely monitoring actual revenue and expenditures as compared to the adopted budget each month helps to ensure the efficient use of public funds.

Procedural and Reporting Implications None.

Public Comments None.

Alternatives None.

Other Comments and Related Issues **Financial Report.** In the General Operating Fund, we have received 30.94% of our amended revenue projections; and expended 28.88% of our amended expenditure estimates.
Compared to the same time last year, our revenue increased by \$208,085 and our expenditures increased by \$1,013,380.

	2008-2009		2009-2010		2010-2011		2011-2012		2012-2013	
	Rev	Exp	Rev	Exp	Rev	Exp	Rev	Exp	Rev	Exp
Sep	20.59%	11.53%	10.41%	10.59%	9.93%	10.95%	10.63%	12.13%	10.87%	15.21%
Oct	36.88%	17.18%	19.64%	17.92%	18.64%	18.81%	19.79%	20.05%	19.84%	22.74%
Nov	39.46%	24.10%	26.01%	25.17%	27.97%	23.69%	29.84%	27.07%	30.94%	28.88%
Dec	52.68%	31.52%	38.96%	32.11%	41.96%	30.73%	41.60%	33.20%		
Jan	73.77%	38.60%	57.38%	39.07%	60.48%	37.99%	64.61%	40.50%		
Feb	79.39%	48.85%	68.68%	50.45%	66.83%	48.02%	69.97%	50.83%		
Mar	81.29%	55.83%	70.62%	58.65%	68.88%	55.20%	72.10%	57.21%		
Apr	82.79%	62.87%	75.39%	65.99%	73.41%	62.72%	77.12%	64.95%		
May	84.31%	69.96%	79.21%	72.77%	77.20%	69.62%	81.11%	71.59%		
Jun	86.04%	77.28%	85.20%	80.00%	82.93%	76.81%	87.17%	78.14%		
Jul	87.23%	85.52%	91.73%	85.63%	89.99%	84.05%	93.70%	85.44%		
Aug	99.94%	98.05%	100.10%	98.92%	100.38%	98.74%	100.06%	98.47%		

NOTE: \$875,000 expenditure to pay off Limited Tax Refunding Bonds, Series 2004, increased expenditure percentage for September 2012.

Tax Collection Report. Our beginning tax levy of \$13,656,685 has been adjusted by -\$1,683 giving us a new adjusted levy of \$13,655,002; and we have currently collected \$1,675,003 which amounts to 12.48% of the adjusted levy. This leaves an uncollected balance of \$11,951,252.

Delinquent collections YTD are \$70,831 plus \$31,179 in penalty and interest.

	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Oct	0.01%	0.00%	0.00%	0.35%	0.31%	0.21%
Nov	5.07%	2.58%	0.44%	8.60%	9.54%	12.48%
Dec	38.76%	32.28%	30.01%	39.54%	34.01%	
Jan	85.29%	81.82%	73.71%	81.26%	84.41%	
Feb	93.58%	93.04%	92.80%	93.50%	94.04%	
Mar	94.44%	94.06%	94.60%	94.95%	95.38%	
Apr	95.13%	94.97%	95.27%	95.52%	96.12%	
Jun	95.78%	95.61%	95.84%	96.26%	96.75%	
Jun	96.55%	96.69%	96.50%	96.67%	97.14%	
Jul	96.87%		96.83%	97.10%	97.65%	
Aug	97.15%	97.48%	97.17%	97.74%	97.90%	
Sep	97.31%	97.60%	97.37%	97.88%	97.98%	

Cash Flow Report. The following spreadsheet shows the actual cash flow compared to the projected (historical) cash flow for the month.

Fiscal Year	Month			Year-to-Date		
	2011-2012	2012-2013	Difference	2011-2012	2012-2013	Difference
Revenue	\$3,128,455	\$3,406,338	\$277,883	\$9,289,792	\$9,497,876	\$208,084
Expenditures	\$2,383,552	\$2,167,458	(\$216,094)	\$5,968,924	\$6,819,816	\$850,892
Balance	\$744,903	\$1,238,880	\$493,977	\$3,320,868	\$2,678,060	(\$642,808)

Attachments

- Monthly Financial Report – November 30, 2012
- Tax Collection Recap 2012-2013
- Cash Flow Report 2012-2013

Contact Person(s)

David Bright, Assistant Superintendent of Finance and Operations

Action Required

No Action Required.

Superintendent's Recommendation

This is an information report only.

Mark Pool, Superintendent of Schools

**EL CAMPO INDEPENDENT SCHOOL DISTRICT
MONTHLY FINANCIAL REPORT
December 18, 2012**

**Comparison of Revenue and Expenditures
to the Budget for the General Operating Fund
9-1-12 to 11-30-12**

ESTIMATED REVENUE:

	<i>Original Budget</i>	<i>Amended Budget</i>	<i>Revenue Realized</i>	<i>Revenue Balance</i>
<i>Local:</i>	\$14,589,703	\$14,589,703	\$2,082,097	(\$12,507,606)
<i>State:</i>	\$14,751,605	\$14,751,605	\$6,795,581	(\$7,956,024)
<i>Federal:</i>	\$1,356,051	\$1,356,051	\$420,348	(\$935,703)
<i>Other Resources:</i>	\$0	\$0	\$199,850	\$199,850
<i>Total:</i>	\$30,697,359	\$30,697,359	\$9,497,877	(\$21,199,482)

ESTIMATE EXPENDITURES:

<i>Original Budget</i>	<i>Amended Budget</i>	<i>Expended</i>	<i>Outstanding Encumbrances</i>	<i>Expenditures Year to Date</i>	<i>Balance for Year</i>
\$30,697,359	\$31,638,707	\$6,819,817	\$2,318,508	\$9,138,324	\$22,500,383

COMPARISONS TO NOVEMBER 30 OF PRIOR YEAR:

	<i>2011-2012</i>	<i>2012-2013</i>	<i>Increase/ Decrease</i>
<i>Revenues:</i>	\$9,289,792	\$9,497,877	\$208,085
<i>Expenditures:</i>	\$8,124,944	\$9,138,324	\$1,013,380
<i>Cash Position:</i>	\$10,641,959	\$10,868,432	\$226,473

PRIOR MONTH CASH POSITION as of 10/31/12: \$11,102,841

GENERAL FUND - FUND BALANCE	GENERAL OPERATING	FUND BALANCE	% of OPERATING	
GENERAL FUND - FUND BALANCE as of 8-31-08:	\$25,318,724	\$4,676,422	18.47%	
GENERAL FUND - FUND BALANCE as of 8-31-09:	\$28,005,136	\$5,951,953	21.25%	
GENERAL FUND - FUND BALANCE as of 8-31-10:	\$28,851,273	\$5,832,903	20.22%	
GENERAL FUND - FUND BALANCE as of 8-31-11:	\$28,096,459	\$6,760,897	24.06%	
GENERAL FUND - FUND BALANCE as of 8-31-12:	\$27,221,253	\$8,868,411	32.58%	unaudited

BUDGET AMENDMENTS:

Appropriate funds to pay-off the Maintenance Tax Note-from General Fund Balance	\$879,869
Funds to reimburse the H.S. Co-Curricular account due to alleged employee theft	\$45,723
Funds to reimburse the H.S. Scholarship account due to alleged employee theft	\$15,756

NOTE: Cash Position includes Local, State, and Federal Funds. Does not include Capital Projects.

**EL CAMPO INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION RECAP
2012 - 2013**

Reporting Period	Beginning Levy	Adjustments	Adjusted Levy	Current Tax Year Collections	% Collected	% Collected Prior Year	Delinquent Collections	Penalty & Interest	Total Collections	Current Tax Year Uncollected
Monthly Recap										
Oct-12	\$13,656,685	\$220	\$13,656,905	28,747	0.21%	0.31%	\$43,506	\$17,259	\$89,512	
Nov-12	\$13,656,685	-\$1,683	\$13,655,002	1,675,003	12.27%	9.23%	\$27,325	\$13,919	\$1,716,247	
Year To Date				1,703,749	12.48%	9.54%	70,831	31,179	\$1,805,759	\$11,951,252

Agenda Item Summary Sheet (4 B.3)
Meeting Date: December 20, 2012
Submitted by: Mark Pool, Superintendent

Information Only

Consent Agenda: Business and Support Services

Quarterly Investment Report

Summary

According to the *Texas Government Code § 2256.023(a)*, *Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.*

This information is taken from the Public Funds Investment Act.

ECISD Board Policy

CDA (LEGAL), OTHER REVENUES: INVESTMENTS, QUARTERLY REPORTS

Effective Date

November 30, 2012

Previous Board Action

Board reviews *Quarterly Investment Reports* in September, December, March, and June.

Future Action Expected

Next review, March 2013

Background Information and Significant Issues

None.

Fiscal Impact

None.

Student and Public Benefit

Closely monitoring district investments ensures the efficient use of public funds.

Procedural and Reporting Implications

None.

Public Comments

None.

Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none">• <i>ECISD Quarterly Financial Report for Quarter Ending November 30, 2012</i>
Contact Person(s)	David Bright, Assistant Superintendent of Finance and Operations
Action Required	No Action Required. This is an information report only.
Superintendent's Recommendation	Information only. Mark Pool, Superintendent of Schools



ECISD QUARTERLY INVESTMENT REPORT

For Quarter Ending
November 30, 2012

Submitted December 18, 2012
ECISD Board Meeting

Prepared by David Bright,
Assistant Superintendent for Finance

**El Campo Independent School District
Quarterly Report of Investment Activity
Quarter Ending November 30, 2012**

Introduction

House Bill 2459, which was passed during the 1995 legislative session, amended a section of the Education Code dealing with investments. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare a report of investment activity and position on a quarterly basis. The report that follows covers the period September 1, 2012 to November 30, 2012.

Investment Strategy for all Funds

The goal of the investment program is to maximize financial returns within current market conditions in accordance with Board Policy CDA (LEGAL) and CDA (LOCAL). All legal, authorized investments shall have sufficient liquidity to meet anticipated cash flow requirements, projected on a weekly, monthly, and annual basis. Investments should not exceed one (1) year in final, stated maturity. Only investments authorized by Board Policy CDA (LEGAL) and CDA (LOCAL) will be purchased. Investments should be purchased with the intent of holding until maturity.

Investment Activity for the Quarter Ending November 30, 2012

Interest from checking accounts at Prosperity Bank totaled:	\$ 19,597.95
Interest earned at TexPOOL for the quarter totaled:	14.93
Interest earned at TexSTAR for the quarter totaled:	<u>1.99</u>
Total interest earned for the Quarter Ending November 30, 2012, was:	\$ 19,614.87

Diversification of Funds

As a part of the investment policy adopted by the Board, a written investment strategy is required which must describe the investment objective for each fund. One of the priorities listed in Board policy concerns diversification of the investment portfolio. As of November 30, 2012, the District's portfolio held \$10,825,778.69 or 99.61% of available funds with Prosperity Bank, \$38,058.12 or .35% with TexPOOL, and \$4,595.31 or .04% with TexSTAR. The portfolio balance as of November 30, 2012, was \$10,868,432.12.

Collateral

In order to protect the District from risk of loss related to uninsured cash balances, the District's depository bank pledges collateral to the District in the form of government securities. On November 30, 2012, securities pledged by the Prosperity State Bank to El Campo ISD had an estimated market value of \$18,230,045.30. With FDIC insurance the District has adequate collateral.


Investment Position at November 30, 2012

The attached report details the ending cash and investment balances for each of the past three months. Interest earned is posted to the General Ledger on a monthly basis.

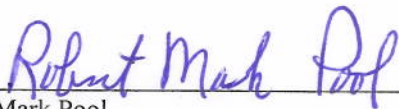
Investment Officers' Certification

I hereby certify that the following information to the best of my knowledge is a true and accurate description of the investment portfolio of the El Campo Independent School District for the period ending November 30, 2012. All investments are in compliance with the Public Funds Investment Act (HB2459) and local investment policies.


Respectfully Submitted,



Joyce Supak
Investment Officer
El Campo Independent School District



Mark Pool
Superintendent
El Campo Independent School District



David Bright
Assistant Superintendent for Finance
El Campo Independent School District

**EL CAMPO INDEPENDENT SCHOOL DISTRICT
 QUARTERLY CASH & INVESTMENT REPORT
 September 1, 2012 to November 30, 2012**

Prosperity Bank

Bank Account Balances - Month End	Sept 12	Oct 12	Nov 12
Money Market Account	\$8,921,577.88	\$9,355,559.59	\$9,276,267.14
General Fund	\$1,017,902.10	\$1,402,554.68	\$1,153,731.13
General Fund - Investment Account	\$5,106.75	\$5,110.04	\$5,113.22
Payroll	\$403,614.85	\$36,361.57	\$35,082.17
Interest & Sinking	\$250,780.30	\$260,606.82	\$355,585.03
Total	\$10,598,981.88	\$11,060,192.70	\$10,825,778.69

Prosperity Bank

Interest Earned	Sept 12	Oct 12	Nov 12
Money Market Account	\$5,122.44	\$5,365.04	\$5,516.20
General Fund	\$794.02	\$876.64	\$850.30
General Fund - Investment Account	\$3.18	\$3.29	\$3.18
Payroll	\$186.36	\$126.66	\$245.69
Interest & Sinking	\$153.85	\$162.03	\$189.07
Total	\$6,259.85	\$6,533.66	\$6,804.44

Investment Pools

Investment Balances - Month End	Sept 12	Oct 12	Nov 12
TexPool General Fund Investment Account	\$3,043.49	\$3,043.87	\$3,044.18
TexPool Family Crisis Fund	\$35,004.54	\$35,009.43	\$35,013.94
TexSTAR Debt Service	\$1,101.19	\$1,101.40	\$1,101.58
TexSTAR General	\$3,492.65	\$3,493.22	\$3,493.73
Total	\$42,641.87	\$42,647.92	\$42,653.43

Investment Pools

Investment Interest Earned	Sept 12	Oct 12	Nov 12
TexPool General Fund Investment Account	\$0.30	\$0.38	\$0.31
TexPool Family Crisis Fund	\$4.54	\$4.89	\$4.51
TexSTAR Debt Service	\$0.08	\$0.21	\$0.18
TexSTAR General	\$0.44	\$0.57	\$0.51
Total	\$5.36	\$6.05	\$5.51

Comparison of Interest Rates

Average Monthly Rate:	Prosperity	TexPool	TexStar
	All Accounts		
Sep-12	0.76%	0.1572	0.1574
Oct-12	0.76%	0.1657	0.1746
Nov-12	0.76%	0.1564	0.1720

ANNOUNCEMENTS

We would like to recognize and welcome the following entities who joined the TexPool program in November 2012:

TEXPOOL

- Ira ISD

TEXPOOL PRIME

- Ira ISD

Upcoming Events

12/02/12 - 12/05/12

GTOT, Fort Worth

TexPool Advisory Board Members

R.C. Allen	LaVonne Mason
Pati Buchenau	John McGrane
Jose Elizondo, Jr.	Clay McPhail
Ron Leverett	Vivian Wood

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

Additional information regarding TexPool is available upon request:

www.texpool.com

1-866-839-7665

(1-866-TEX-POOL)

Fax: 866-839-3291

Federated®

Federated, founded in 1955, is a S&P 500 company that is publicly traded on the NYSE. It is one of the largest managers of AAA-rated money market portfolios in the country (Source: *iMoneyNet* as of 8/31/12).

Visit us at FederatedInvestors.com.

G35884-24 (12/12)

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Month in Cash: Moving out on the curve

December 1, 2012

Things are looking pretty good right now. The recovery continues to plod along, as it has for months, with the notable highlights of housing, which has been exhibiting some real strength, and employment, which also shows real promise. Hurricane Sandy, while devastating to those who suffered damage, has not had the huge overall economic impact that had been feared when we first saw the extent of the destruction. The elections don't seem to have left much wake, either. All the major players are still in place, and the issues are the same. (The markets don't like change, even if that change might have been good.) If we can keep on the same track, without any major disruptions, we seem to be headed—albeit slowly—in the right direction. There's also good liquidity in the marketplace.

All this positive news might bring fears of inflation, but there's still a lot of headwind out there. We're taking advantage of year-end opportunities in the marketplace, and we're seeing better pricing a bit further out the yield curve as we get past year-end, as well. As a result, we've decided to lengthen the weighted average maturity of our government holdings in the portfolios. For quite some time, we had been targeting from 40 to 50 days, but we've lengthened that target to 45 to 55 days. The yield curve is shaped right now in a way that allows us to do that and retain a relatively good yield.

We're also watching concerns about the potential expiration of the FDIC's unlimited insurance on non-interest bearing checking accounts at the end of the year. A bill has been proposed to extend the coverage for two years, but there hasn't been a lot of traction, or even details, on that proposal. There might be some political backing for extending the coverage only for smaller community banks below a certain size level, where there might be some more concerns. Were the extension to fail, though, we could see large inflows into money funds at the end of December and beginning of January. And if, in fact,

(continued page 6)

PERFORMANCE as of November 30, 2012

	TexPool	TexPool Prime
Current Invested Balance	\$13,887,380,416.02	\$985,660,050.24
Weighted Average Maturity (1)*	50 Days	49 Days
Weighted Average Maturity (2)*	82 Days	61 Days
Net Asset Value	1.00005	1.00002
Total Number of Participants	2,277	153
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$1,805,326.03	\$136,099.96
Management Fee Collected	\$544,841.05	\$39,960.12
Standard & Poor's Current Rating	AAAm	AAAm

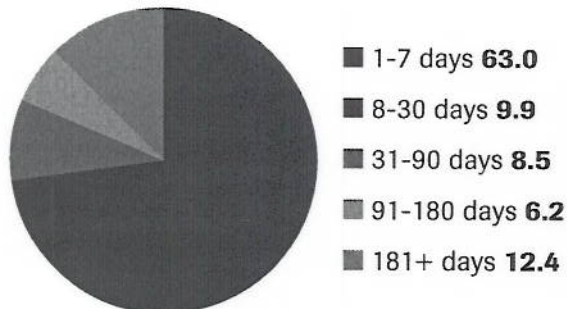
Month Averages

Average Invested Balance	\$14,048,486,065.70	\$938,082,736.04
Average Monthly Yield, on a simple basis (3)*	0.16%	0.18%
Average Weighted Average Maturity (1)*	48 Days	49 Days
Average Weighted Average Maturity (2)*	80 Days	63 Days

*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

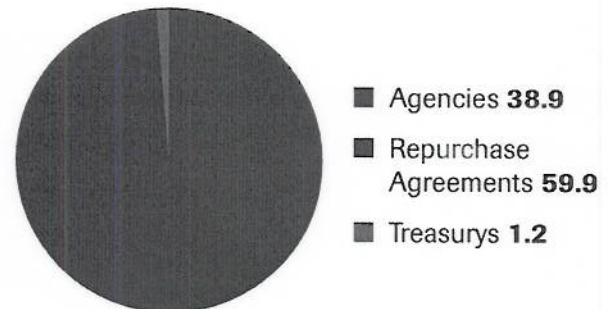
Portfolio by Maturity (%)

As of November 30, 2012



Portfolio by Type of Investment (%)

As of November 30, 2012



PORTFOLIO ASSET SUMMARY AS OF NOVEMBER 30, 2012

	Book Value	Market Value
Uninvested Balance	\$204.37	\$204.37
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	10,973,475.42	10,973,475.42
Interest and Management Fees Payable	-1,805,190.24	-1,805,190.24
Payable for Investments Purchased	-35,434,944.13	-35,434,944.13
Repurchase Agreements	8,335,506,000.00	8,335,472,800.00
Mutual Fund Investments	0.00	0.00
Government Securities	5,414,763,610.82	5,415,472,904.83
US Treasury Bills	0.00	0.00
US Treasury Notes	163,377,259.78	163,381,280.00
Total	\$13,887,380,416.02	\$13,888,060,530.25

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	570	\$4,753,132,466.02
Higher Education	56	\$1,288,757,066.70
Healthcare	79	\$350,319,158.39
Utility District	698	\$1,420,886,981.16
City	444	\$3,878,754,644.45
County	172	\$980,843,000.49
Other	258	\$1,214,499,139.35

Definition of Weighted Average Maturity (1) & (2)

*(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

*(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Definition of Average Monthly Yield (3)

*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

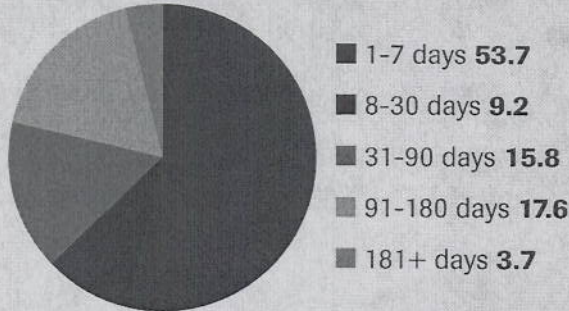
TEXPOOL

DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
11/01	0.1851%	0.000005071	\$13,976,397,800.33	1.00007	48	82
11/02	0.1703%	0.000004666	\$13,981,713,488.49	1.00006	49	83
11/03	0.1703%	0.000004666	\$13,981,713,488.49	1.00006	49	83
11/04	0.1703%	0.000004666	\$13,981,713,488.49	1.00006	49	83
11/05	0.1542%	0.000004226	\$14,050,296,960.97	1.00007	48	81
11/06	0.1372%	0.000003759	\$14,038,913,258.61	1.00006	48	81
11/07	0.1475%	0.000004040	\$14,018,465,605.34	1.00008	48	81
11/08	0.1572%	0.000004306	\$14,038,553,162.64	1.00007	47	80
11/09	0.1622%	0.000004445	\$14,166,424,554.34	1.00006	49	82
11/10	0.1622%	0.000004445	\$14,166,424,554.34	1.00006	49	82
11/11	0.1622%	0.000004445	\$14,166,424,554.34	1.00006	49	82
11/12	0.1622%	0.000004445	\$14,166,424,554.34	1.00006	49	82
11/13	0.1672%	0.000004580	\$14,190,438,553.63	1.00007	47	79
11/14	0.1685%	0.000004616	\$14,147,857,429.40	1.00008	46	79
11/15	0.1677%	0.000004595	\$13,893,259,052.67	1.00007	47	80
11/16	0.1465%	0.000004013	\$14,003,373,694.07	1.00007	48	80
11/17	0.1465%	0.000004013	\$14,003,373,694.07	1.00007	48	80
11/18	0.1465%	0.000004013	\$14,003,373,694.07	1.00007	48	80
11/19	0.1358%	0.000003721	\$13,976,920,018.09	1.00007	47	79
11/20	0.1372%	0.000003760	\$13,910,892,173.75	1.00006	47	80
11/21	0.1468%	0.000004023	\$13,898,882,923.26	1.00006	49	81
11/22	0.1468%	0.000004023	\$13,898,882,923.26	1.00006	49	81
11/23	0.1635%	0.000004479	\$14,134,151,625.74	1.00006	47	80
11/24	0.1635%	0.000004479	\$14,134,151,625.74	1.00006	47	80
11/25	0.1635%	0.000004479	\$14,134,151,625.74	1.00006	47	80
11/26	0.1642%	0.000004499	\$14,200,711,081.65	1.00006	45	77
11/27	0.1400%	0.000003836	\$14,183,159,094.29	1.00006	46	78
11/28	0.1401%	0.000003837	\$14,112,683,168.06	1.00006	46	77
11/29	0.1425%	0.000003904	\$14,007,473,706.73	1.00006	48	79
11/30	0.1644%	0.000004505	\$13,887,380,416.02	1.00005	50	82
Average	0.1564%	0.000004285	\$14,048,486,065.70	1.00006	48	80

Portfolio by Maturity (%)

As of November 30, 2012



Portfolio by Type of Investment (%)

As of November 30, 2012



PORTFOLIO ASSET SUMMARY AS OF NOVEMBER 30, 2012

	Book Value	Market Value
Uninvested Balance	-\$182.10	-\$182.10
Accrual of Interest Income	75,295.93	75,295.93
Interest and Management Fees Payable	-136,099.57	-136,099.57
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	478,727,000.00	478,727,000.00
Commercial Paper	382,339,963.43	382,345,046.65
Bank Instruments	0.00	0.00
Mutual Fund Investments	0.00	0.00
Government Securities	75,154,072.55	75,168,200.00
Variable Rate Notes	49,500,000.00	49,501,635.00
Total	\$985,660,050.24	\$985,680,895.91

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	71	\$421,879,210.34
Higher Education	8	\$46,387,273.91
Healthcare	7	\$10,842,287.36
Utility District	5	\$58,824,091.13
City	28	\$106,691,691.60
County	18	\$136,000,056.58
Other	16	\$205,035,404.87

TEXPOOL PRIME

DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
11/01	0.2085%	0.000005713	\$889,812,992.74	1.00002	44	59
11/02	0.1908%	0.000005228	\$890,768,048.10	1.00001	45	59
11/03	0.1908%	0.000005228	\$890,768,048.10	1.00001	45	59
11/04	0.1908%	0.000005228	\$890,768,048.10	1.00001	45	59
11/05	0.1704%	0.000004669	\$887,126,782.79	1.00002	42	57
11/06	0.1599%	0.000004382	\$887,420,139.79	1.00002	49	64
11/07	0.1659%	0.000004544	\$888,807,052.69	1.00003	53	67
11/08	0.1841%	0.000005045	\$881,216,072.79	1.00003	57	72
11/09	0.1827%	0.000005006	\$958,345,320.59	1.00002	54	67
11/10	0.1827%	0.000005006	\$958,345,320.59	1.00002	54	67
11/11	0.1827%	0.000005006	\$958,345,320.59	1.00002	54	67
11/12	0.1827%	0.000005006	\$958,345,320.59	1.00002	54	67
11/13	0.1927%	0.000005279	\$956,828,581.26	1.00003	51	64
11/14	0.1870%	0.000005123	\$962,000,027.66	1.00003	50	63
11/15	0.1932%	0.000005294	\$945,150,728.42	1.00004	50	63
11/16	0.1673%	0.000004583	\$947,922,495.03	1.00003	51	64
11/17	0.1673%	0.000004583	\$947,922,495.03	1.00003	51	64
11/18	0.1673%	0.000004583	\$947,922,495.03	1.00003	51	64
11/19	0.1563%	0.000004281	\$950,000,962.25	1.00004	48	61
11/20	0.1647%	0.000004513	\$947,825,184.20	1.00004	48	61
11/21	0.1700%	0.000004657	\$946,406,893.08	1.00003	50	63
11/22	0.1700%	0.000004657	\$946,406,893.08	1.00003	50	63
11/23	0.1777%	0.000004869	\$947,332,820.11	1.00003	46	62
11/24	0.1777%	0.000004869	\$947,332,820.11	1.00003	46	62
11/25	0.1777%	0.000004869	\$947,332,820.11	1.00003	46	62
11/26	0.1826%	0.000005003	\$958,001,343.08	1.00003	43	59
11/27	0.1580%	0.000004330	\$965,556,850.54	1.00003	43	58
11/28	0.1588%	0.000004352	\$968,406,986.40	1.00002	50	62
11/29	0.1567%	0.000004292	\$984,403,168.02	1.00002	49	61
11/30	0.1820%	0.000004987	\$985,660,050.24	1.00002	49	61
Average	0.1766%	0.000004840	\$938,082,736.04	1.00003	49	63

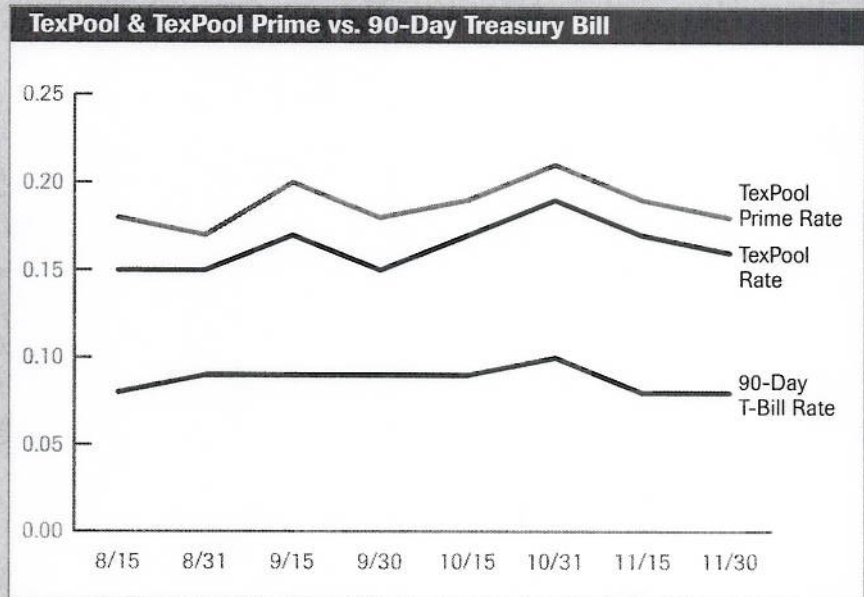
TEXPOOL

Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

(continued from page 1)

unlimited coverage expires, and we wait until late December or early January to go further out on the yield curve, we'd be left with less in the way of opportunities.

Going forward into the New Year, it looks like we're going to see more of the same slow growth: an improving economy; better credit metrics; continued debate and discussion about the stability of European markets; extended, prolonged discussion of regulations; and for the near future, continued low interest rates. We do see some more positive aspects as we chug along. All this steady progress has to add up, and the one thing that can cure all problems is a strong, growing economy. Of course, all this is predicated on policymakers in Washington working out a compromise on the debt ceiling and the "fiscal cliff." Given the way we made it through Hurricane Sandy, it would be a shame if we then hit a speed bump over a man-made, and avoidable, disaster.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.



Monthly Newsletter - November 2012

Performance

As of November 30, 2012

Current Invested Balance	\$4,745,368,285.66
Weighted Average Maturity (1)	51 Days
Weighted Average Maturity (2)	63 Days
Net Asset Value	1.000105
Total Number of Participants	765
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$873,406.47
Management Fee Collected	\$196,301.17
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

November Averages

Average Invested Balance	\$4,789,819,061.38
Average Monthly Yield, on a simple basis	0.1720%
Average Weighted Average Maturity (1)*	51 Days
Average Weighted Average Maturity (2)*	63 Days

Definition of Weighted Average Maturity (1) & (2)

- (1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
- (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

New Participants

We would like to welcome the following entities who joined the TexSTAR program in November:

★ Crystal City ISD

★ Sunbelt Fresh Water Supply District

Holiday Reminder

In observance of the Christmas holiday, **TexSTAR will be closed Tuesday, December 25, 2012**. All ACH transactions initiated on Monday, December 24th will settle on Wednesday, December 26th. In observance of the New Year's Day holiday, **TexSTAR will be closed Tuesday, January 1, 2013**. All ACH transactions initiated on Monday, December 31st will settle on Wednesday, January 2nd. Notification of any early transaction deadlines on the business day preceding the holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

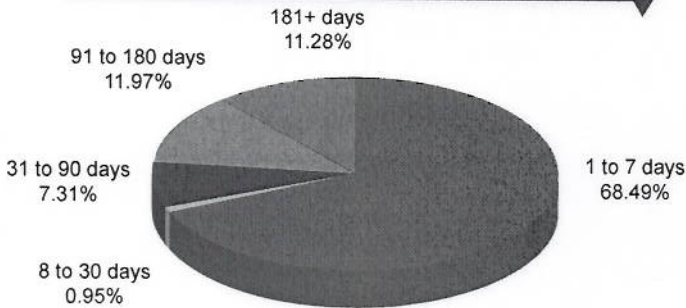
Economic Commentary

Global equity and credit markets continued to be volatile in November as investors shifted their focus from the ongoing credit concerns in Europe to the potential economic implications of the fiscal cliff in the U.S. Market sentiment was also influenced by developments in the European debt crisis and Chinese growth. U.S. equity markets fell after the presidential election and remained volatile throughout the month as attention turned to negotiations regarding the fiscal cliff. The fiscal cliff refers to a combination of previously agreed upon government spending cuts and increases in a variety of tax rates set to go into effect on January 1, 2013. With just a few weeks before the year-end deadline, the White House and Congress have demonstrated little progress, and markets have continued to swing on news about the potential for a deal or the lack thereof. Failure to come to an agreement on how to handle the challenges imposed by the fiscal cliff could risk putting the U.S. economy back into a recession.

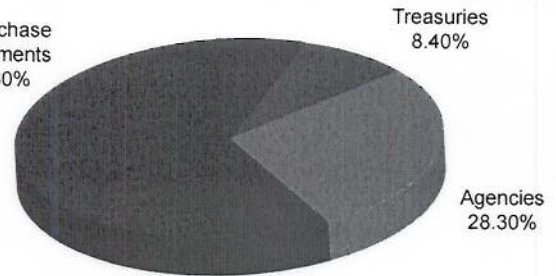
Economic data over the month was mixed, as the effects of Hurricane Sandy caused employment to weaken, and fiscal cliff worries also appeared to weigh on consumption and manufacturing data, while housing improved mildly. It is expected that Congress will move to avert much of the negative impact by year-end, although some fiscal tightening is still expected. Irrespective of a resolution, the uncertainty faced by consumers and business alike should have an adverse impact on growth in the fourth quarter. Due to persistently weak labor markets and the negative impacts of the fiscal cliff, it is expected that the Fed will announce another large-scale asset purchase program at its December meeting. The Fed's current Operation Twist program of buying long-dated Treasuries while selling short-dated Treasuries is set to conclude at year-end. Anticipations are that the Fed to keep its gross purchases constant at \$85 billion per month, in the form of \$45 billion of Treasuries and \$40 billion of mortgage-backed securities. In addition, members of the FOMC have recently discussed revising their communication policy, and it is expected in the near future the Fed will make its forward rate guidance conditional on economic indicators including the unemployment rate and the inflation rate, reflecting the Fed's dual mandate.

Information at a Glance

Portfolio by Type of Investment As of November 30, 2012

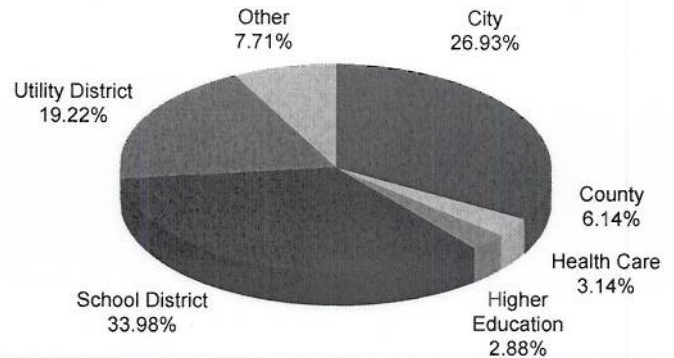


Repurchase
Agreements
63.30%



Portfolio by Maturity As of November 30, 2012

Distribution of Participants by Type As of November 30, 2012



Historical Program Information

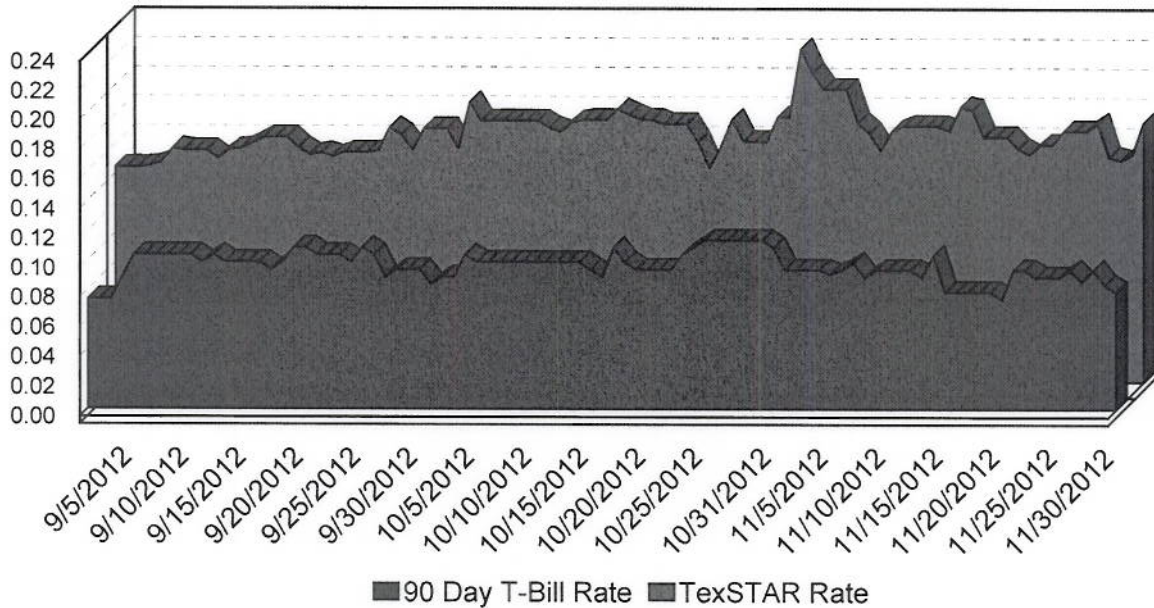
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Nov 12	0.1720%	\$4,745,368,285.66	\$4,745,870,906.22	1.000105	51	63	765
Oct 12	0.1746%	4,755,942,789.56	4,756,394,096.44	1.000094	45	60	763
Sep 12	0.1574%	4,659,065,730.90	4,659,684,743.38	1.000132	46	63	759
Aug 12	0.1326%	4,724,281,980.85	4,724,862,450.42	1.000122	49	67	759
Jul 12	0.1359%	5,189,684,471.14	5,190,308,464.19	1.000120	46	66	757
Jun 12	0.1379%	4,983,255,681.46	4,983,767,166.12	1.000102	48	70	756
May 12	0.1273%	5,178,606,480.90	5,179,224,581.51	1.000119	47	70	754
Apr 12	0.1098%	5,255,005,296.99	5,255,613,981.07	1.000115	46	69	752
Mar 12	0.1148%	5,668,145,582.64	5,668,844,552.57	1.000123	48	71	751
Feb 12	0.0986%	6,014,562,468.35	6,015,309,681.45	1.000124	48	70	751
Jan 12	0.0902%	6,122,141,791.23	6,122,989,120.67	1.000138	46	73	750
Dec 11	0.0815%	5,164,291,074.36	5,164,844,831.26	1.000107	48	79	749

Portfolio Asset Summary as of November 30, 2012

	Book Value	Market Value
Uninvested Balance	\$ 331.79	\$ 331.79
Accrual of Interest Income	1,866,585.59	1,866,585.59
Interest and Management Fees Payable	(927,384.13)	(927,384.13)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,002,918,000.00	3,002,918,000.00
Government Securities	1,741,510,752.41	1,742,013,372.97
Total	\$ 4,745,368,285.66	\$ 4,745,870,906.22

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for November 2012

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
11/1/2012	0.2094%	0.000005736	\$4,720,529,618.63	1.000098	48	62
11/2/2012	0.1983%	0.000005432	\$4,748,174,663.62	1.000094	47	60
11/3/2012	0.1983%	0.000005432	\$4,748,174,663.62	1.000094	47	60
11/4/2012	0.1983%	0.000005432	\$4,748,174,663.62	1.000094	47	60
11/5/2012	0.1753%	0.000004804	\$4,734,156,936.34	1.000096	48	61
11/6/2012	0.1685%	0.000004617	\$4,745,227,834.45	1.000094	52	65
11/7/2012	0.1567%	0.000004293	\$4,772,453,102.35	1.000100	53	66
11/8/2012	0.1701%	0.000004659	\$4,765,391,764.67	1.000094	54	67
11/9/2012	0.1733%	0.000004748	\$4,917,228,070.72	1.000092	50	62
11/10/2012	0.1733%	0.000004748	\$4,917,228,070.72	1.000092	50	62
11/11/2012	0.1733%	0.000004748	\$4,917,228,070.72	1.000092	50	62
11/12/2012	0.1733%	0.000004748	\$4,917,228,070.72	1.000092	50	62
11/13/2012	0.1700%	0.000004657	\$4,902,647,783.07	1.000097	52	64
11/14/2012	0.1864%	0.000005106	\$4,939,949,267.53	1.000098	52	64
11/15/2012	0.1843%	0.000005049	\$4,844,185,410.87	1.000109	52	65
11/16/2012	0.1660%	0.000004548	\$4,736,448,156.49	1.000111	52	64
11/17/2012	0.1660%	0.000004548	\$4,736,448,156.49	1.000111	52	64
11/18/2012	0.1660%	0.000004548	\$4,736,448,156.49	1.000111	52	64
11/19/2012	0.1583%	0.000004337	\$4,720,907,195.55	1.000114	52	64
11/20/2012	0.1542%	0.000004226	\$4,710,853,802.82	1.000109	52	64
11/21/2012	0.1609%	0.000004407	\$4,710,800,421.60	1.000107	52	64
11/22/2012	0.1609%	0.000004407	\$4,710,800,421.60	1.000107	52	64
11/23/2012	0.1701%	0.000004661	\$4,737,609,234.94	1.000105	50	62
11/24/2012	0.1701%	0.000004661	\$4,737,609,234.94	1.000105	50	62
11/25/2012	0.1701%	0.000004661	\$4,737,609,234.94	1.000105	50	62
11/26/2012	0.1755%	0.000004809	\$4,783,948,897.91	1.000103	49	61
11/27/2012	0.1525%	0.000004177	\$4,798,431,967.65	1.000107	52	63
11/28/2012	0.1504%	0.000004120	\$4,895,559,368.24	1.000103	51	63
11/29/2012	0.1542%	0.000004226	\$4,857,751,314.39	1.000108	51	63
11/30/2012	0.1759%	0.000004820	\$4,745,368,285.66	1.000105	51	63
Average	0.1720%	0.000004712	\$4,789,819,061.38		51	63

TexSTAR Participant Services
 First Southwest Asset Management, Inc.
 325 North St. Paul Street, Suite 800
 Dallas, Texas 75201



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs & Santow</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

FirstSouthwest 

J.P.Morgan
 Asset Management

Agenda Item Summary Sheet (4 B.4)
Meeting Date: December 20, 2012
Submitted by: Mark Pool, Superintendent

Information Only

**Consent Agenda:
Business and Support
Services**

Review of Checks Written – November 2012

Summary

Although there is no statutory or policy requirement for the Board to review the bills paid during the previous month, a monthly review providing the Board an opportunity to ask questions regarding specific expenditures is a good practice for the Board to follow in overseeing the management of the District.

It is very helpful to the administration and helps in conducting an effective board meeting if questions are identified and asked prior to the meeting.

These bills have already been paid, and were previously authorized by the Board when you adopted the 2012-2013 General Operating Budget.

ECISD Board Policy

None.

Effective Date

November 30, 2012

Previous Board Action

Approval of 2012-2013 General Operating Budget on August 21, 2012 authorizing the expenditure of funds.

Future Action Expected

The Board will review the checks written for the previous month prior to each regular monthly board meeting.

**Background Information and
Significant Issues**

None.

Fiscal Impact

Historical comparison of monthly check totals:

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
September	\$808,126.97	\$655,949.80	\$629,351.65	\$591,106.98	\$629,530.76
October	\$778,762.11	\$970,451.63	\$640,667.05	\$655,040.01	\$710,446.37
November	\$1,140,664.10	\$750,661.87	\$865,783.43	\$718,579.69	\$716,741.33
Total	\$2,727,553.18	\$2,377,063.30	\$2,135,802.13	\$1,964,726.68	\$2,056,718.46
December	\$1,030,485.01	\$853,561.12	\$720,971.25	\$355,804.15	
January	\$995,619.31	\$880,591.27	\$747,638.61	\$701,991.20	
February	\$1,128,501.50	\$874,019.06	\$594,414.61	\$526,943.91	
March	\$1,107,119.75	\$694,107.70	\$704,337.28	\$656,212.94	
April	\$779,634.45	\$846,903.79	\$656,212.94	\$554,991.73	
May	\$1,105,700.63	\$758,644.83	\$620,111.02	\$891,849.50	
June	\$816,384.98	\$718,912.56	\$736,989.79	\$751,699.54	
July	\$813,160.04	\$718,935.08	\$658,378.35	\$762,236.64	
August	\$873,588.10	\$1,463,086.35	\$1,172,766.92	\$798,167.33	

Student and Public Benefit Close monitoring of monthly bills paid and monthly cash flow helps to ensure the efficient use of public funds.

Procedural and Reporting Implications None.

Public Comments None.

Alternatives None.

Other Comments and Related Issues None.

Attachments List of checks written during the month of November are available in electronic format and were emailed to each member of the Board.

Contact Person(s) David Bright, Assistant Superintendent of Finance and Operations

Action Required No action required. This is an information report only.

Superintendent's Recommendation Information only.
Mark Pool, Superintendent of Schools

Agenda Item Summary Sheet (5 B)
Meeting Date: December 20, 2012
Submitted by: Mark Pool, Superintendent

Action Required

Business and Operations

Amendments to Authorized Investment Officers

Summary

According to *Government Code § 2256.026*, all investments made by the District shall comply with the Public Funds Investment Act and all federal, state, and local statutes, rules or regulations. Locally, we are governed by policy CDA (LEGAL) and CDA (LOCAL), OTHER REVENUES, INVESTMENTS, which establish the polices for compliance with this statute.

CDA (LEGAL) states that *“The District shall designate one or more officers or employees as investment officer(s) to be responsible for the investments of its funds.”* *“Authority granted to a person to invest the District’s funds is effective until rescinded by the District.”*

CDA (LOCAL) states that *“The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District’s written investment policy and generally accepted accounting principles.”*

CDA (LEGAL) further states that *“The treasurer or chief financial officer and the investment officer must attend an investment training session not less than once in a two-year period that begins on the first day of the District’s fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than ten hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or a designated investment committee advising the investment officer.”* *“Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code Chapter 2256.”*

In my career as a Superintendent I have attended untold hours of investment training and can honestly say that I have never learned anything that helps me in my job as a school superintendent; nor have I ever directly invested any district funds since smaller districts typically invest through investment pools or their local depository. Therefore I am asking that the Board consider rescinding my name as one of the investment officers for the district.

ECISD Board Policy

CDA (LEGAL), OTHER REVENUES: INVESTMENTS, INVESTMENT OFFICER

Effective Date

December 20, 2012

Previous Board Action	The Board annually reviews and approves a Resolution naming the district's investment officers.
Future Action Expected	The Board annually reviews and approves a Resolution naming the district's investment officers.
Background Information and Significant Issues	My last Investment Training was five hours on May 27, 2009, which took care of my training requirements for FY2009-2010 and FY2010-2011. I was enrolled in an on-line course for 2011-2012 that I failed to complete, which leaves me with delinquent hours for FY2011-2012. This may show up as a finding in our annual audit report. Other than that I am unaware of any further consequences for not completing the required training.
Fiscal Impact	None.
Student and Public Benefit	Relieves superintendent from mandated training that has little to do with actual job responsibilities.
Procedural and Reporting Implications	Amendment to Resolution approving the investment officers of the district will be included in the official board minutes for this meeting, and is subject to audit.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None
Attachments	<ul style="list-style-type: none"> • Copy of RESOLUTION, Designation of Investment Officers
Contact Person(s)	Mark Pool, Superintendent of Schools
Action Required	Motion, second and majority vote to amend the Resolution for Designation of Investment Officers by removing Mark Pool as one of the designated officers.
Superintendent's Recommendation	<p>I recommend you amend the Resolution for Designation of Investment Officers by removing Mark Pool as one of the designated officers.</p> <p>Mark Pool, Superintendent of Schools</p>

RESOLUTION
Designation of Investment Officer(s)

WHEREAS, the El Campo Independent School District has legal authority to invest public funds in a manner which assures the safety of invested funds, maintains sufficient liquidity to provide for the daily needs of the District and provide the highest investment return, and

WHEREAS, this investment authority applies to all financial assets of the District, and

WHEREAS, investments shall be made with careful judgment and care, under then prevailing circumstances, which a prudent person exercising discretion and intelligence in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived, and

WHEREAS, the El Campo Independent School District is required under CDA (LEGAL) and Gov't Code 2256.005 to designate one or more officers or employees as investment officer(s) to be responsible for the investment of its funds, and

WHEREAS, the investment officer of the District shall be required to attend at least one training session relating to their respective responsibilities under the Public Funds Investment Act within 12 months after taking office or assuming duties, and

WHEREAS, not less than quarterly, the District's investment officer shall prepare and submit to the Board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period,

THEREFORE BE IT RESOLVED that the Board of Trustees of the El Campo Independent School District go on record designating **Mark Pool, David Bright, and Joyce Supak** investment officer(s) to be responsible for the investment of its funds.

ADOPTED AND SIGNED this 17th day of January 2012.

Tommy Turner, President

David Hodges, Secretary

Agenda Item Summary Sheet (6 A)
Meeting Date: December 20, 2012
Submitted by: Mark Pool, Superintendent

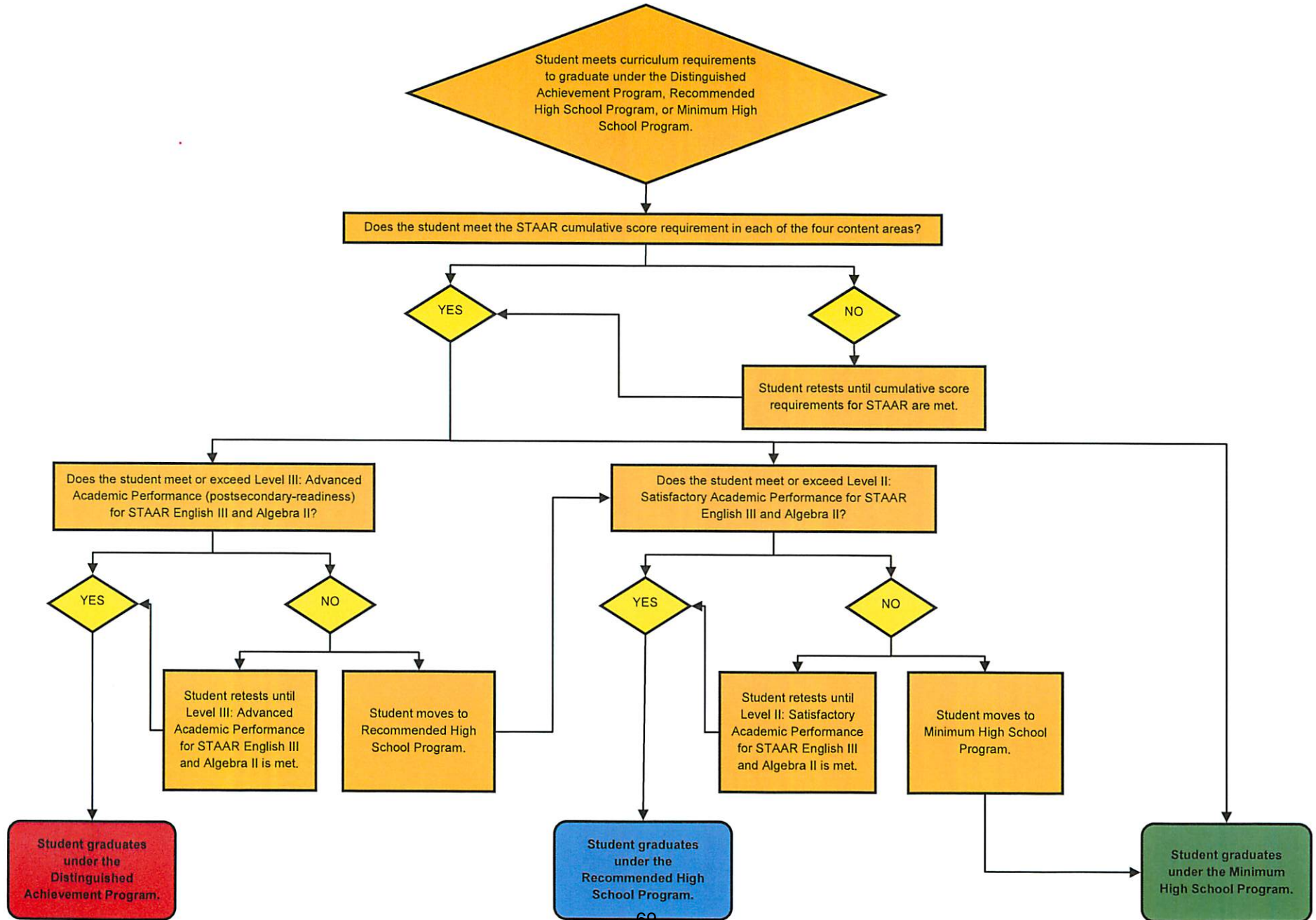
Information Item

Curriculum and Instruction	Review of Cumulative Impact of End-of-Course Exams on Graduation Requirements
Summary	<p>Melissa Koop will review with the Board the current requirements with regards to how End-of-Course exams impact graduation requirements.</p> <p>I think we all anticipate that there may be some change to these requirements during the next legislative session that begins in January, and hopefully this presentation will help the Board to better understand why educators feel that there is a need for change.</p>
ECISD Board Policy	EIA (LOCAL), ACADEMIC ACHEIVEMENT, GRADING/PROGRESS REPORTS TO PARENTS
Effective Date	2011-2012 School Year
Previous Board Action	None.
Future Action Expected	None.
Background Information and Significant Issues	None.
Fiscal Impact	None.
Student and Public Benefit	According to current thought by the Legislature, students need to score at certain levels on their End-of-Course exams to be considered career and college ready.
Procedural and Reporting Implications	None.
Public Comments	None.

Alternatives	None.
Other Comments and Related Issues	None.
Attachments	<ul style="list-style-type: none"> • STARR Graduation Flowchart • End-of-Course Performance Standards • Minimum and Cumulative Scores
Contact Person(s)	Melissa Koop, Assistant Superintendent of Curriculum and Instruction
Action Required	No action required.
Superintendent's Recommendation	<p>This is a discussion item only.</p> <p>Mark Pool, Superintendent of Schools</p>

STAAR Graduation Flowchart

For Students Who First Entered Grade 9 in 2011–2012 (and thereafter)

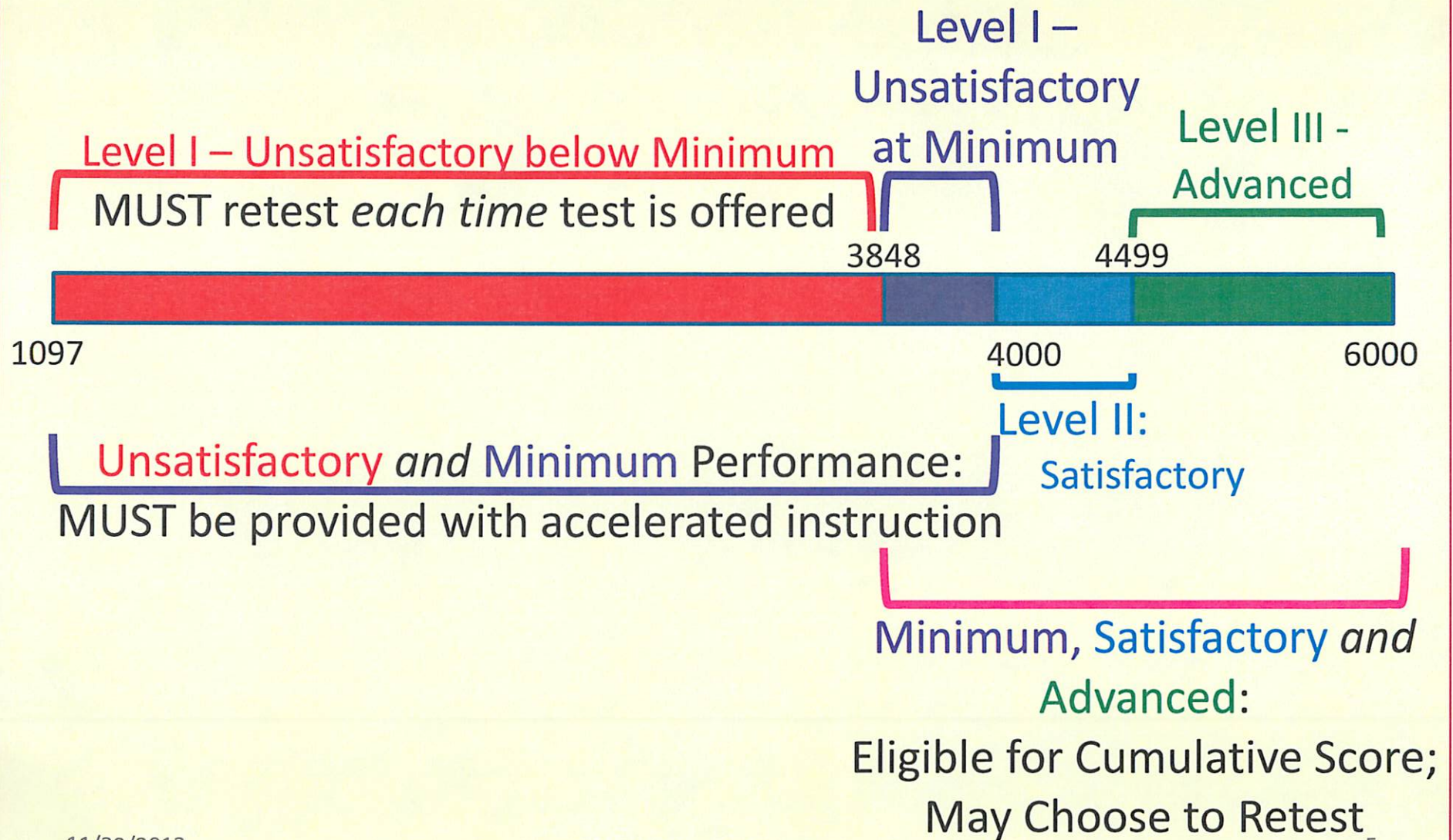


**State of Texas Assessments of Academic Readiness (STAAR™) End-of-Course (EOC)
Phase-in, Minimum, and Final Recommended Level II and Level III Performance Standards**

Assessment	Phase-in 1 Minimum	Phase-in 1 Level II	Phase-in 2 Minimum	Phase-in 2 Level II	Final Recommended Minimum	Final Recommended Level II	Phase-in Level III	Final Recommended Level III
English I Reading	1813	1875	1887	1950	1936	2000	N/A	2304
English II Reading	1806	1875	1880	1950	1929	2000	N/A	2328
English III Reading	1808	1875	1882	1950	1932	2000	2135	2356
English I Writing	1798	1875	1872	1950	1921	2000	N/A	2476
English II Writing	1807	1875	1880	1950	1928	2000	N/A	2408
English III Writing	1808	1875	1881	1950	1929	2000	2155	2300
Algebra I	3371	3500	3626	3750	3872	4000	N/A	4333
Algebra II	3350	3500	3604	3750	3852	4000	4080	4411
Geometry	3362	3500	3619	3750	3868	4000	N/A	4397
Biology	3367	3500	3621	3750	3868	4000	N/A	4576
Chemistry	3348	3500	3600	3750	3846	4000	N/A	4607
Physics	3346	3500	3600	3750	3848	4000	N/A	4499
World Geography	3383	3500	3632	3750	3874	4000	N/A	4404
World History	3326	3500	3576	3750	3822	4000	N/A	4634
U.S. History	3372	3500	3624	3750	3869	4000	N/A	4440

Minimum and Cumulative Scores

(Using Final Recommended Standards for the Physics EOC Test)



Agenda Item Summary Sheet (7 A)
Meeting Date: December 20, 2012
Submitted by: Mark Pool, Superintendent

Action Item

Governance	Waiver of 15% Rule in policy EIA (LOCAL)
Summary	<p>In March of 2012, the Board was set to pass policy EIA (LOCAL) that specified how End-of-Course exams would be implemented and count fifteen percent of a student's final grade in the corresponding course. At the same time the Board was scheduled to act on this policy, the Commissioner of Education issued letter that gave districts the option to defer implementation of the 15% rule until 2012-2013. Rather than approving the policy we elected to take advantage of the deferment.</p> <p>With the pending requirement that End-of-Course exams would count fifteen percent of a student's final course grade this year, last month the Board passed EIA (LOCAL).</p> <p>Shortly after last month's meeting, on November 30th, Commissioner of Education Michael L. Williams announced that he is deferring implementation of the 15 percent grading requirement for the 2012-2013 school year. Unlike last year we do not have to notify TEA of our intent to use the deferment, but since we have now passed a LOCAL policy we need to request a waiver of that policy.</p>
ECISD Board Policy	EIA (LOCAL), ACADEMIC ACHEIVEMENT, GRADING/PROGRESS REPORTS TO PARENTS
Effective Date	2012-2013 School Year
Previous Board Action	The Board adopted policy EIA (LOCAL) last month.
Future Action Expected	Depends on pending legislative action.
Background Information and Significant Issues	With the current backlash to the over emphasis on high-stakes testing there is certainly a possibility that this issue will be addressed with legislative action during the next session.
Fiscal Impact	Unknown.
Student and Public Benefit	Students will not be penalized while the Legislature and the Texas Education Agency try to sort out this issue.

Procedural and Reporting Implications	None.
Public Comments	None.
Alternatives	Rescind the recently passed policy, or implement the policy as adopted.
Other Comments and Related Issues	<p>STAAR significantly differs from the previous TAKS program in the following ways:</p> <ul style="list-style-type: none"> • STAAR assessments evaluate content and skills from the Texas Essential Knowledge and Skills at greater depth and a higher level of cognitive complexity. • STAAR assessments emphasize readiness in terms of subsequent grades or courses, and ultimately, college and career readiness. • EOC assessments constitute a new form of exit-level testing. To graduate, students must achieve a cumulative score at least equal to the product of the passing standard times the number of EOC assessments in each foundation area (English language arts, mathematics, science, and social studies). In general, students on the Recommended or the Advanced/Distinguished Achievement Programs are required to take all twelve EOC assessments. Students on the Minimum Program will usually take fewer EOC assessments.
Attachments	<ul style="list-style-type: none"> • EIA (LOCAL), ACADEMIC ACHEIVEMENT, GRADING/PROGRESS REPORTS TO PARENTS – section in blue is the section in question. • TEA News Release re: Recent Commissioner’s Announcement
Contact Person(s)	<p>Mark Pool, Superintendent of Schools</p> <p>Melissa Koop, Assistant Superintendent of Curriculum and Instruction</p> <p>Rich DuBroc, El Campo High School Principal</p>
Action Required	Motion, second and majority vote to approve administration’s request to waive policy EIA (LOCAL) for the 2012-2013 school year with regards to the 15 percent rule.
Superintendent’s Recommendation	<p>I recommend that you approve administration’s request to waive policy EIA (LOCAL) for the 2012-2013 school year with regards to the 15 percent rule.</p> <p>Mark Pool, Superintendent of Schools</p>

RELATION TO
ESSENTIAL
KNOWLEDGE AND
SKILLS

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that the student's performance indicates the level of mastery of the designated District objectives. The student's mastery level shall be a major factor in determining the grade for a subject or course.

END-OF-COURSE
ASSESSMENTS

When required by law, a student's score on the initial end-of-course exam will count as 15 percent of the grade for the course as reported on the student's transcript.

For purposes of calculating a student's final course grade, those students who fail to master the end-of-course assessment will receive a numerical grade of 69 for their end-of-course assessment grade; those students who meet the state passing standard for the end of course assessment will receive a numerical grade of 89 for their end-of-course assessment grade; and those students who receive the commended designation on the end-of-course assessment will receive a numerical grade of 99 for their end-of-course assessment grade.

RETAKES

If a student retakes an EOC assessment, the District will include the retake score as 15 percent of the final course grade only if the retake score allows a student to gain credit for the course.

This only applies to the score of the first retake offered during the summer after completion of the course; and then only if the student failed the first administration of the EOC assessment and had a passing grade in the course prior to the inclusion of the EOC grade as 15% of the final grade. Subsequent retakes will count toward the student's cumulative EOC exam score, but will not be included in the calculation of the final course grade.

SPECIAL
EDUCATION

A student's ARD committee shall determine the type of assessment to be administered and how the score on an EOC assessment shall be used for final course grades, credit decisions, and graduation requirements.

GRADING

Calculation of grades with EOC assessments scores shall be in accordance with the District's grading guidelines.

GUIDELINES FOR
GRADING

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

In accordance with grading guidelines, a student shall be permitted a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

PROGRESS
REPORTING

Grade reports shall be issued every nine weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

INTERIM REPORTS

Interim progress reports shall be issued for all students after the third week and the sixth week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

CONFERENCES

In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed. Parents shall be notified every nine weeks of the opportunity for a parent/teacher conference.

ACADEMIC
DISHONESTY

Students found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students.



[TEA News Releases Online](#)

Nov. 30, 2012

Commissioner Williams defers 15 percent grading policy for 2012-2013 school year

AUSTIN – Commissioner of Education Michael L. Williams announced today that he is deferring implementation of the 15 percent grading requirement for the 2012-2013 school year. Under the rule connected to the State of Texas Assessments of Academic Readiness (STAAR) end-of-course examinations, a student’s score on the STAAR end-of-course exams would count 15 percent of the student’s final grade in each tested subject area.

“Deferring the 15 percent rule for this school year relieves some of the pressure being felt in Texas districts as we continue the transition to a more rigorous accountability system,” Williams said. “This deferral also allows the Texas Legislature ample opportunity to address the various issues and concerns that have been expressed about implementation of the new system.”

On Nov. 29th, Williams received letters from Gov. Rick Perry, Lt. Gov. David Dewhurst and Senate Education Committee Chair Dan Patrick urging deferral of the 15 percent rule. All three state leaders noted the rule would be an issue that would be discussed during the upcoming legislative session.

“I thank Gov. Perry, Lt. Gov. Dewhurst and Sen. Patrick for their valuable input and direction on a matter of great importance to students, parents, teachers and administrators across our state,” Williams said. “I join in their commitment to a meaningful state accountability system for our students and schools that strengthens our state’s position for the future.”

Williams’ decision marks the second year the rule has been deferred. In the 2011-2012 school year, more than 1,100 of the state’s more than 1,200 school districts notified the Texas Education Agency it would be deferring the rule.

Local school districts still have the option to move forward in utilizing the 15 percent rule should they choose. Texas school districts will soon receive formal notification of the deferral so they can plan accordingly.

###

Governance	Proposed Calendar for 2013-2014
Summary	<p>With the parameters expected by the Board; the testing dates determined by the Texas Education Agency; the statutory requirements regarding school start date, number of instructional days, etc.; and traditional holiday expectations from teachers, parents and community; there are very few options available.</p> <p>The calendar must include at least 180 days of instruction for students and 187 contract days for teachers; and <i>Texas Education Code § 25.0811</i>, prohibits a school district from beginning instruction for a school year before the fourth Monday in August.</p> <p>Using this year's calendar as a starting point, a proposed calendar has been developed.</p>
ECISD Board Policy	EB (LEGAL), SCHOOL YEAR
Effective Date	2013-2014 School Year.
Previous Board Action	The Board has previously expressed their expectations with regards to the parameters for development of a school calendar.
Future Action Expected	The Board will formally approve the 2013-2014 School Calendar as a Consent Agenda item.
Background Information and Signification Issues	<p>The following are highlights of the proposed calendar:</p> <p>Staff Development Days – Student Holiday (5)</p> <p>August 20, 21, and 22 January 20 (Martin Luther King, Jr. Day) February 17 (President's Day)</p> <p><i>Note: We are requesting an Expedited Waiver from the Texas Education Agency to conduct two additional staff training days in lieu of student instruction days.</i></p> <p>Data Analysis & Instructional Planning – Student Holiday (4)</p>

August 23
October 28
January 6
March 24

Important Instructional Dates (178 Instructional Days)

August 26 – First Day of First Semester (80 Days)

September 13 – 1st Quarter Progress Report 1 (14 Days)
October 4 – 1st Quarter Progress Report 2 (15 Days)
October 25 – End of First Quarter (15 Days)

November 15 – 2nd Quarter Progress Report 1 (14 Days)
December 6 – 2nd Quarter Progress Report 2 (12 Days)
December 20 – End of 2nd Quarter (10 Days)

January 7 – First Day of Second Semester (98 Days)

Note: We are scheduling more instructional days during the second semester because of the number of instructional days required for state assessments.

January 31 – 3rd Quarter Progress Report 1 (18 Days)
February 21 – 3rd Quarter Progress Report 2 (14 Days)
March 14 – End of 3rd Quarter (15 Days)

April 17 – 4th Quarter Progress Report 1 (18 Days)
May 9 – 4th Quarter Progress Report 2 (14 Days)
June 6 – End of 4th Quarter (19 Days)

School Holidays (22 Days)

September 2 – Labor Day
November 27-29 – Thanksgiving
December 23 – January 3 – Christmas / New Years
March 17-21 – Spring Break
April 18 – Good Friday
May 2 – Fair Day
May 26 – Memorial Day

Parent Conferences

Monday, October 29
Monday, March 25

Early Dismissal

October 29 – Parent Conference (Students Only)

November 1 – Friday following Parent Conference
March 14 – Friday before Parent Conference and Spring Break
March 25 – Parent Conference (Students Only)

Weather Make-Up Days

Friday, May 2 (Fair Day)
Monday, May 26 (Memorial Day)

Progress Reports

First Quarter – September 13, October 4
Second Quarter – November 15, December 6
Third Quarter – January 31, February 21
Fourth Quarter – April 17, May 9

Report Cards

October 29 – First Quarter (Parent Conference)
January 10 – Second Quarter
March 25 – Third Quarter (Parent Conference)
June 13 – Fourth Quarter

Graduation

Friday, June 6

Fiscal Impact	None.
Student and Public Benefit	A locally developed calendar that faculty and staff consider to be the most instructionally sound.
Procedural and Reporting Implications	Once approved the calendar will be printed and widely disseminated throughout the District.
Public Comments	None.
Alternatives	With the parameters set by the Board of Trustees, the state assessment schedule, and TEA requirements options are very limited.

Other Comments and Related Issues

None.

Attachments

- Copy of Proposed School Calendar

Contact Person(s)

Melissa Koop, Assistant Superintendent for Instruction

Action Required

No action required

Superintendent's Recommendation

Information item only.

Mark Pool, Superintendent of Schools

El Campo ISD 2013-2014

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

ST – STAAR Test
 TK – TAKS Test
 EO – End Of Course Test
 PC – Parent Conference/Early Release- Students
 ER – Early Release – Teachers & Students
 [Beginning of 9 weeks
] End of 9 weeks

■ Staff Development (Student Holiday)
■ Curriculum Planning (Student Holiday)
■ Holiday
■ Parent Conference/Early Release

1st 9 weeks – 44
 2nd 9 weeks – 36 ---->80
 3rd 9 weeks – 47
 4th 9 weeks – 51---->98

Bad Weather Days – May 2nd & May 26th

Action Required

Governance	Announcement of Board Continuing Education Credits
Summary	<p>According to LEGAL policy, each Trustee must complete any training required by the State Board of Education; and the minutes of the last regular meeting of the Board held during a calendar year must reflect whether each Trustee has met or is delinquent in meeting the training required to be completed as of the date of the meeting.</p> <p>Required continuing education for Board members includes orientation sessions, an annual team building session with the Board and the Superintendent, and specified hours of continuing education based on identified needs.</p>
ECISD Board Policy	BBD (LEGAL), BOARD MEMBERS: TRAINING AND ORIENTATION
Effective Date	January 1, 2012 through December 31, 2012
Previous Board Action	A review of the current continuing education credits for each board member is always made at the meeting prior to the required announcement.
Future Action Expected	At the last regular meeting of the calendar year, a public announcement will be made and the minutes caused to reflect whether each Trustee has met or is delinquent in meeting the required training.
Background Information and Significant Issues	<p>According to the <i>Texas Education Code § 11.159</i>, each trustee must complete any training required by the State Board of Education. The required training is as follows:</p> <p>Tier 1</p> <p>New Members. New members shall participate in a local orientation session within 60 days before or after their election or appointment. The purpose of this orientation is to familiarize new Board members with local Board policies and procedures and District goals and priorities.</p> <p>All newly elected Board members shall also receive the orientation to the Texas Education Code within the first year of service. The orientation shall be delivered by regional education</p>

service centers and shall be three hours in length.

Legislative Updates. After each session of the Texas Legislature, each Board member shall receive an updated session from a regional education service or any registered provider to the basic orientation to the Texas Education Code. This update session shall be of sufficient length to familiarize Board members with major changes in the Education Code and other relevant legal developments related to school governance.

Tier 2

Team Building. The entire Board, including all Board members, shall annually participate with the Superintendent in a team building session facilitated by the regional education service center or any registered provider. The team building session shall be of a length deemed appropriate by the Board, but generally at least three hours. The purpose of the team building session is to enhance the effectiveness of the Board-Superintendent team and to assess the continuing education needs of the Board-Superintendent team.

Tier 3

Continuing Education. In addition to the orientation and team building, all Board members shall receive additional continuing education on an annual basis. In the first year of service, Board members shall receive at least ten hours of continuing education.

Following the first year of service, Board members shall receive at least five hours of continuing education.

The Board President shall receive continuing education related to leadership duties of the Board President as some portion of the annual requirement.

Specific Open Meetings Training. Within 90 days after taking the oath of office, each Board member shall complete a course of training regarding the responsibilities of the Board and its members under Chapter 551 of the Texas Government Code.

Fiscal Impact

None.

Student and Public Benefit

The Board is the educational policy-making body for the District. To effectively meet the challenges of public education, the Board and the Superintendent must function together as a leadership team. Continuing education is designed to achieve that end.

Procedural and Reporting Implications

The Board President shall publicly read the School Board Continuing Education Record, cause it to be reflected in the minutes, and provide the information to the media.

Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	Summary of Board Member Training
Contact Person(s)	Dianne Cerny, Administrative Assistant to Superintendent
Action Required	The Board President shall publicly read the School Board Continuing Education Record.
Superintendent's Recommendation	No recommendation required. Mark Pool, Superintendent of Schools

School Board Continuing Education Update

January 1, 2012 – December 31, 2012

NAME	TIER ONE		TIER TWO	TIER THREE		*
	Local Orientation (New Members Only)	Education Code Orientation or Update	Team-Building and Assessment	Continuing Education in Assessed Needs	Specified Open Meetings Training	
Tommy Turner	N/A			2012 Summer Leadership Institute San Antonio 12.00 hours	N/A	E 6.00 Hours
Cecil Davis	N/A			2012 Summer Leadership Institute San Antonio 10.75 hours	N/A	E 4.50 Hours
Ralph Novosad	N/A			2012 Summer Leadership Institute San Antonio 12.00 hours	N/A	E 6.00 Hours

School Board Continuing Education Update

January 1, 2012 – December 31, 2012

NAME	TIER ONE		TIER TWO	TIER THREE		*
	Local Orientation (New Members Only)	Education Code Orientation or Update	Team-Building and Assessment	Continuing Education in Assessed Needs	Specified Open Meetings Training	
David Hodges	N/A	N/A		2012 Summer Leadership Institute San Antonio 10.75 hours	N/A	E 4.50 Hours
James Russell	N/A	N/A			N/A	D 6.00 Hours
J.J. Croix	N/A	N/A			N/A	D 6.00 Hours

School Board Continuing Education Update

January 1, 2012 – December 31, 2012

NAME	TIER ONE		TIER TWO	TIER THREE		*
	Local Orientation (New Members Only)	Education Code Orientation or Update	Team-Building and Assessment	Continuing Education in Assessed Needs	Specified Open Meetings Training	
Kristi David	N/A	N/A			N/A	D 6.00 Hours

D = Deficient in required hours for current assessment year

C = Completed required hours for current assessment year

E = Exceeded required hours for current year

Agenda Item Summary Sheet (7 D)
Meeting Date: December 20, 2012
Submitted by: Mark Pool, Superintendent

Action Item

Governance	Special Meeting to Conduct Annual Summative Performance Evaluation of the Superintendent
Summary	The Board generally conducts a special meeting to conduct the annual summative performance evaluation of the Superintendent prior to the regular monthly meeting in January. A suggested date and time for this meeting is Tuesday, January 15, 2013, at 6:00 p.m.
ECISD Board Policy	None.
Effective Date	January 15, 2013
Previous Board Action	None.
Future Action Expected	Special Meetings to evaluate superintendent.
Fiscal Impact	None.
Student and Public Benefit	Ensuring a high performance that meets the board's expectations for the district's chief executive.
Procedural and Reporting Implications	Posting Notice of meeting at least 72 hours in advance.
Public Comments	None.
Alternatives	None.
Other Comments and Related Issues	None.
Attachments	None.

Contact Person(s)

Mark Pool, Superintendent of Schools
Tommy Turner, Board President

Action Required

The board president will call special meetings based on the consensus of the Board.

**Superintendent's
Recommendation**

I recommend that we schedule a special meeting for Tuesday, January 15, 2013, at 6:00 p.m.

Mark Pool, Superintendent of Schools