

Attachment 11
Management Agreements

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THIS AMENDMENT TO MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this 11th day of March, 2009, by and between eSchool Consultants (the "Company") and Focus Learning Academy of Southeastern Columbus an Ohio not-for-profit corporation (the "Non-Profit")(collectively referred to as the "Parties"). The Parties hereby agree as follows:

WITNESSETH:

WHEREAS, the Parties entered into an Management Agreement dated July 1, 2006 for the operations of Focus Learning Academy of Southeastern Columbus; and

WHEREAS, the Parties desire to extend the Agreement to continue providing educational services in the Franklin County area through the operation of Focus Learning Academy of Southeastern Columbus, which strives to reach out to students who have dropped out of, or are at risk of dropping out of, their respective high schools, and provide those individuals with a high school education, employability skills training and other life skills which are necessary to live a successful and rewarding life; and

WHEREAS, the Parties wish to revise the Term (Section 1) of the Management Agreement dated July 1, 2006.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree to amend Management Agreement as follows:

1. Term. The term of this Agreement shall be divided into two phases:
 - A. Initial Extended Phase. The Initial Extended Phase, which shall commence on the date of this Agreement and shall remain in effect through the last day of the fiscal year ending June 30, 2014; and
 - B. The Renewal Phase. The Renewal Phase, shall automatically renew this Agreement for two additional, five (5) year terms unless one party notifies the other party on or before January 1 prior to the expiration of the then-current term of its intention to not renew this Agreement.
 - i. Renewal Phase I will remain in effect through June 30, 2019, and
 - ii. Renewal Phase II will provide an additional five (5) year term through June 30, 2024.

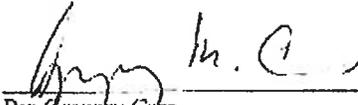
Additionally, it is noted that this Agreement shall not renew in the event that the Contract expires or is otherwise terminated.

Furthermore, this Amendment modifies only those items expressly stated herein and all other provisions stated within the underlying Management Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

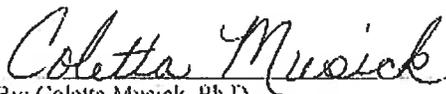
NON-PROFIT:

Focus Learning Academy of Southeastern Columbus


By: Gregory Carr
Its: Board President

COMPANY:

eSchool Consultants, LLC


By: Coletta Musick, Ph.D.
Its: President

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MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of the 1st day of July, 2006, by and between eSchool Consultants, LLC ("Company") and Life Skills Center of Southeastern Columbus, an Ohio non-profit corporation (hereinafter referred to as the "Non-Profit").

WITNESSETH

WHEREAS, the Non-Profit is an Ohio Non-profit corporation which continuously strives to improve its community and the lives of its residents.

WHEREAS, the Non-Profit has become aware of the increasing problem of high school aged children in its community dropping out of high school whereby these students do not receive a satisfactory education, which is vital to their success in life;

WHEREAS, the Non-Profit strives to reach out to students who have dropped out of, or are at risk of dropping out of, their respective high schools, and wishes to provide those individuals with a high school education, job training and other life skills which are necessary to commence and live a successful and rewarding life;

WHEREAS, the Non-Profit desires to operate a Focus Learning Academy in the greater Columbus, Ohio area.

WHEREAS, the Non-Profit does not possess all of the requisite knowledge, skills and experience to operate a Focus Learning Academy;

WHEREAS, the Company will provide the requisite educational, managerial, financial and other consulting services necessary;

WHEREAS, the Non-Profit desires the Company to provide such requisite management, educational, financial, and other consulting services necessary to operate a Focus Learning Academy; and

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Term. The initial term of this Agreement shall be three (3) years, commencing on July 1, 2006, and continuing through June 30, 2009.

2. Contract. The Non-Profit hereby contracts with the Company, to the extent permitted by law, to provide the Non-Profit all functions, equipment, supplies, facilities, services, and labor relating to the day-to-day operation of the Focus Learning Academy. The parties agree that the Company shall procure and equip a temporary site in which students can participate in educational activities until September 1, 2006 when the Company will procure and equip a more permanent facility on terms satisfactory to the Company. The Company will assume and the Non-Profit shall not be responsible for, all financial risk associated with the day-to-day operation of the Focus Learning Academy.

Notwithstanding the foregoing, the Non-Profit will be responsible, at its sole cost and expense for the following: sponsorship fees, directors' and officers' insurance, legal fees for the representation of the Non-Profit's oversight of the Company or not incurred in the normal day-to-day operation of the Focus Learning Academy (these shall hereinafter be known as "Non-Profit Expenses").

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In the event that either the current enrollment or funding should change in a material and adverse manner or should the Non-Profit not be able to meet its Non-Profit Expenses to the extent that any Non-Profit Expenses are incurred by the Non-Profit pursuant to the conduct of operations of the Focus Learning Academy, and Non-Profit has not received revenue sufficient to pay such Non-Profit Expenses, the Company may, at its sole discretion and for the sole purposes of maintaining the community school license or keeping the Non-Profit viable or otherwise protecting the Company's interests, advance said Non-Profit Expenses to the Non-Profit under the following terms and conditions: (a) that a reasonable estimate of the expenses is submitted to the Company by the Non-Profit and is approved by the Company (within five (5) days of the submission), in writing, prior to the expense being incurred, and (b) that such Non-Profit Expenses advanced by the Company as set forth above, shall be payable by the Non-Profit, in whole or in part, at such time as the Non-Profit receives revenue to pay the same. Any Non-Profit Expenses advanced by the Company shall be evidenced by an appropriate Promissory Note properly executed by the parties which shall provide, among other things, that said advanced sums shall be immediately payable at such time as Non-Profit receives revenue sufficient to reimburse the Company for said advances.

3. Responsibility. The Company shall be responsible and accountable to the Non-Profit for the administration, operation and performance of the Focus Learning Academy in accordance with the Contract and the Agreement executed between the Non-Profit and its Sponsor which is filed with the State of Ohio. The Company shall provide the Non-Profit with quarterly reports on: 1) student performance; 2) Company administration reports; and 3) financial reports on the operation of the Focus Learning Academy sufficient for the Non-Profit to meet its responsibilities for tracking the use of Federal and State funding. The Company will meet with the Non-Profit quarterly (unless the Non-Profit and the Company agree otherwise). As circumstances dictate, the Non-Profit may reasonably request the Company to compile and deliver the aforementioned reports to the Non-Profit more frequently.

4. Educational Program. The educational program provided by the Company to the Non-Profit has been approved by the Non-Profit and may be adapted and modified by the Company from time to time upon obtaining prior written approval of the Non-Profit.

5. Subcontracts. The Company reserves the right to subcontract services it agrees to provide to the Non-Profit. The Company assumes all financial risk associated with such subcontractors and subcontracting. Company shall require that all subcontractors working for the Company maintain, at the subcontractor's expense, workers' compensation insurance, in such amounts as may be required by law from time to time, as well as liability insurance in an amount sufficient to cover the interests of the Non-Profit.

6. Student Recruitment. The Company shall be responsible for the recruitment and enrollment of students subject to general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Contract and the Non-Profit-Sponsor Agreement, and in compliance with *the Ohio Revised Code* and other applicable law, provided, however, the Company agrees not to market its Focus Learning Academy of Northern Columbus to students of Life Skills Center of Northern Columbus, Life Skills Center of Southeastern Columbus, or Life Skills Center of Southeastern Columbus.

7. Rules and Procedures. The Non-Profit shall adopt reasonable rules, regulations and procedures applicable to the Focus Learning Academy and the Company is authorized and directed by the Non-Profit to enforce such rules, regulations and procedures.

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8. Authority. The Company shall have the authority and power necessary to undertake its responsibilities described in the Agreement except in the case(s) wherein such power may not be delegated by law.

9. Obligation of the Non-Profit. The Non-Profit shall work with the Company to develop policies, rules, regulations, procedures, curricula, and budgets, which the Company shall implement and follow in the providing of the educational program. The Board may recommend policies and procedures designed to increase attendance, retention, or performance. The Company agrees to study the feasibility of such recommendations and implement them if feasible.

10. Fees.

Continuing Fee. The Non-Profit shall pay a monthly continuing fee to the Company of Ninety-Three Percent (93%) of the Non-Profit's Qualified Gross Revenues which are received by the Non-Profit from the operation of Focus Learning Academy. "Qualified Gross Revenues" shall mean all education revenues received from the federal, state and/or local government, including but not limited to, revenues and income received by the Non-Profit from the following sources: Basic State Funding, Basic Kindergarten State Funding, DPIA Funding, Special Education Funding, DPIA Class Size Funding, DPIA Safety Funding, EMIS Funding, Title XX and other Federal funding, Latchkey Fees and other grants and income sources provided by law and/or obtained through the Company's efforts, which are not specifically excluded herein. Qualified Gross Revenue does not include: Student fees, contributions, and PTA/PTO income and miscellaneous revenue received. Qualified Gross Revenues also do not include any State or Federal funding that is meant to be a dollar-for-dollar reimbursement for expenditures made by the Company, such as Lunch Program Revenues, which funding shall be paid 100% to the Company for expenditures made. The Non-Profit will pay the Company 100% of all contributions and grants not specifically referenced above received by the Non-Profit as a result of the Company's efforts, which are to assist in the implementation of the educational program and/or the day-to-day operations of the Focus Learning Academy. Likewise, the Non-Profit will retain 100% of all contributions and other grants not specifically listed above received by the Non-Profit as a result of the Non-Profit's efforts, except as otherwise set forth in this Agreement. Further, notwithstanding anything herein to the contrary, Non-Profit will not apply for any grants which the Company applies for in the ordinary course and scope of its operations. It is the intention of the Non-Profit to seek grants in support of the Focus Learning Academy of Northern Columbus from foundations, corporations, individuals and government agencies separate and apart from the normal educational grants which are provided on a per student basis, and separate and apart from the monies that support community school development and the operations referred to above. These additional grants shall hereinafter be referred to as "additional funding."

Whenever the Non-Profit is successful in obtaining such "additional funding," all such "additional funding" will be spent in accordance with the dictates of the grantor. In no case will either the Non-Profit or the Company retain any funds for administrative expenditures in excess of five percent (5%) of the total amount granted, even if the grantor permits a higher percentage.

For purposes of this "additional funding," "administrative expenses" include those commonly known as headquarters expenses and include, but are not limited to: overhead, profit, indirect costs, rent, utilities, service fees, and administrative fees.

The remaining amount of the "additional funding" shall be spent on implementation costs which shall include, but not be limited to, equipment, in-school administrative staff salaries, travel, subscriptions, teacher salaries, equipment purchases, installation expenses, software purchases and inducements, supplies, and other necessary expenses.

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Furthermore, if the Non-Profit raises funds through private donations, or any other funding not provided for above, for student scholarships for extra-curricular educational activities such as learning abroad, or any other educational extra-curricular opportunities, 100% of such funds shall be used for the students' benefit, with no fee for any purpose being deducted. Similarly, scholarships for any post-high school education or training raised by the Non-Profit shall inure 100% to the students with no fee to be deducted.

The Continuing Fee shall be paid within three (3) business days of receipt by the Non-Profit of any funding for the Focus Learning Academy even though the payment of school funds may be made beyond expiration or termination of the term as long as said payment relates to a time when this Agreement was in effect. This immediately forgoing sentence shall survive the expiration or termination of this Agreement for fees earned by the Company prior to the expiration or termination of this Agreement.

The Company will pay all costs incurred in the providing of the educational program and the day-to-day operations of the Non-Profit. Such costs shall include, but shall not be limited to, salaries for all personnel (including, but not limited to personnel listed in Section 11), curriculum materials, textbooks, library books, facilities, computers and other equipment, software, supplies, maintenance, and capital improvements, if necessary, of the Focus Learning Academy. The Company agrees to indemnify, defend and hold harmless the Non-Profit for such costs as well as liability that may arise from such program provision and day-to-day operations.

All fees payable hereunder shall, at the Company's option, be made via electronic funds transfer. The Non-Profit shall cooperate with the Company to set up and establish necessary accounts and procedures.

It is understood that at the Non-Profit's election, upon termination of this Agreement, all personal property used in the operation of the School and owned by the Company or one of its affiliates, other than proprietary materials owned by the Company, may become the property of the Non-Profit free and clear of all liens and other encumbrances upon the Non-Profit paying to the Company an amount equal to the "fair market value" of the personal property on the date of termination. The purchase price shall be defined as the fair market value of the Assets as determined by an independent third party appraiser, selected by the mutual consent of the Non-Profit and the Company, who is qualified to value such assets. Provided, further, if Non-Profit desires to acquire or be assigned any leases held by the Company, the Company agrees to assign its leases subject to any approval and consent needed from the lessor(s).

b. Guarantee. It is anticipated that as a result of the Company's operation of the Focus Learning Academy that the Non-Profit will receive a monthly revenue of at least \$5,000, with respect to each monthly Community School Statement of Settlement Report, provided, however, beginning with the ~~September~~^{July} 2006 Community School Statement of Settlement Report, if the monthly revenue pursuant to said Report is not at least \$5,000, the Company shall pay the Non-Profit the difference between \$5,000 and the amount of the monthly revenue received pursuant to the monthly Report. The Company's obligation under this paragraph 10 b. shall begin in July, 2006 and continue as long as this Agreement is in effect.

11. Personnel and Training

a. Personnel Responsibility. The Company shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer

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and terminate personnel, consistent with the Management Agreement and State and Federal law.

b. Focus Learning Academy. The Company will have the authority, consistent with the Management Agreement, the Sponsor Agreement and State law, to select and supervise the Focus Learning Academy Administrator and to hold him or her accountable for the success of the school. The employment contract with the Focus Learning Academy Administrator, his or her duties and compensation shall be determined by the Company. The Focus Learning Academy Administrator and the Company, in turn, will have similar authority to select and hold accountable the teachers of the Focus Learning Academy.

c. Teachers. The Company, consistent with the Sponsor-Non-Profit Agreement, shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the Focus Learning Academy. The Company shall provide the Focus Learning Academy with such teachers, qualified in the grade levels and subjects required, as are required by law. The curriculum taught by such teachers shall be the curriculum prescribed by the Company for the Focus Learning Academy and shall be strictly aligned with State standards. Such teachers may, in the discretion of the Company, work at the Focus Learning Academy on a full or part time basis. If assigned to the Focus Learning Academy on a part time basis, such teachers may also work at other Focus Learning Academies operated by the Company.

d. Support staff. The Company shall determine the number and functions of support staff, qualified in the areas required, as are required by the Focus Learning Academy. Such support staff may, in the discretion of the Company, work at the Focus Learning Academy on a full or part time basis. If assigned to the Focus Learning Academy on a part time basis, such support staff may also work at other Focus Learning Academies operated by the Company.

e. Employer of Personnel. The Company shall determine, in the exercise of its discretion and in accordance with applicable law, whether the personnel who perform services at the Focus Learning Academy shall be employees of the Company. The parties anticipate, subject to applicable law, that the Focus Learning Academy Administrator, Secretary and the teachers will be employees of the Company, but the Company reserves the right to revisit such determination from time-to-time through discussion with and consent of the Non-Profit. Compensation of all employees of the Focus Learning Academy shall be paid by the Company or the Company shall reimburse the Non-Profit for the compensation paid to employees of the Focus Learning Academy by the Non-Profit. For purposes of this Agreement, compensation shall include salary, fringe benefits, State and Federal tax withholdings and retirement programs pursuant to the *Ohio Revised Code* and other applicable laws.

f. Training. The Company shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Company determines as reasonable and necessary under the circumstances.

12. Additional programs. The services provided by the Company and the Non-Profit under this Agreement consist of the implementation of the educational program and the day-to-day operation of the Focus Learning Academy. The Company may decide to provide additional programs, which are not inconsistent with the Management Agreement or State or Federal law. Any revenues collected from such programs will go directly to the Non-Profit and shall be subject to the Continuing Fee.

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13. Termination by the Non-Profit. The Non-Profit may terminate this Agreement in the event the Company materially breaches this Agreement and the Company does not cure said material breach within sixty (60) days of its receipt of written notice from the Non-Profit, unless the breach cannot be reasonably cured within sixty (60) days, in which case the Company shall promptly undertake and continue efforts to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon its discovery without written notice from the Non-Profit.

14. Termination by the Company. The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events:

- a. After the expiration of any academic year this contract is in effect, if the operations from the Focus Learning Academy results in an operating deficit of One Hundred Thousand Dollars (\$100,000.00).
- b. The Non-Profit fails to pay any Continuing Fee due to the Company within fourteen (14) days of receiving written notice that such fees are due.
- c. The Non-Profit is in default under any other condition, term or provision of the Management Agreement, which default remains uncured for the period of sixty (60) days from the time that the Non-Profit receives written notice of said default.
- d. Any material change in funding for the students of Focus Learning Academy which makes the operation of the Focus Learning Academy not feasible; or
- e. Any Company facility that is instrumental to the implementation of the education program or the day-to-day operation of the Focus Learning Academy is damaged so that, in the Company's reasonable discretion, providing maintenance or continuing of Focus Learning Academy operations would be unfeasible, uneconomical or impractical.

15. Duties Upon Termination. Regardless of the expiration or termination of this Agreement, the Non-Profit shall remain liable for all sums due the Company pursuant to this Agreement, even in the event that said sums are received by the Non-Profit after the expiration or termination of this Agreement. As such, the Non-Profit shall grant the Company reasonable access to the Non-Profit's financial records. Furthermore, at the end of the academic year in which the expiration or termination occurs, the Non-Profit shall return to the Company any materials in its possession containing the educational program, and the Company's methods of instruction or operation. In addition, all real and personal property shall be returned unless the Non-Profit exercises its termination rights stated in the last paragraph of Paragraph 10 above. The Company's obligations to provide services, materials and expertise and update manuals, software, systems, etc shall cease upon the earlier of the following: (i) the end of the academic year that the expiration or termination of this Agreement takes effect or (ii) the date that the Non-Profit fails to pay the Company any sum when due.

16. Indemnification. The Company agrees to indemnify, defend and hold harmless the Non-Profit from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the Non-Profit as a result of any claims, actions or lawsuits brought against the Non-Profit as a result of (i) the performance of the Company, its employees, agents, subcontractors, representatives and assigns (collectively the "Company's Agents") pursuant to the terms of this Agreement, (ii) the negligence, recklessness or intentional misconduct of the Company or the Company's Agents; or (iii) any breach of this Agreement by the Company or the Company's agents. Likewise, the Non-Profit agrees to indemnify, defend and hold harmless the Company from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the Company as a result of any claims, actions or lawsuits brought against the Company as a

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result of (i) the performance of the Non-Profit, its employees, agents, subcontractors, representatives and assigns (collectively, the "Non-Profit's Agents") pursuant to this Agreement; (ii) the negligence, recklessness or intentional misconduct of Non-Profit or Non-Profit's Agents; or (iii) any breach of this Agreement by Non-Profit or Non-Profit's Agents

17. Insurance. At all times during the term of this Agreement, the Company shall maintain, or cause to be maintained, the following insurance in full force and effect, with a responsible insurance company reasonably satisfactory to Non-Profit and consistent with the charter agreement, and shall furnish Non-Profit with a certificate of insurance evidencing the same: (i) workers' compensation insurance, in such amounts as may be required by law from time to time; (ii) general liability insurance providing coverage consistent with the sponsor agreement; and (iii) general property insurance insuring any School facility for at least 85% of its replacement value. Such certificates shall have attached thereto endorsements that Non-Profit shall be given at least thirty day's prior notice of cancellation of or any material change in policy and Non-Profit shall be listed as an additional insured on said general liability policy. Non-Profit shall not reimburse Company for Company's cost of such insurance or for any other coverage that the Company obtains pursuant to this Agreement. The Company shall furnish whatever readily available information is requested by Non-Profit for the purpose of obtaining any insurance coverage required of Non-Profit and shall aid and cooperate in every reasonable way with respect to such insurance and any loss thereunder.

18. Relationship of the Parties. The parties hereto acknowledge that their relationship is that of an independent contractor. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

19. No Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, expressed or implied, upon any other third person.

20. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimiles (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

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If to the Company, to: eSchool Consultants
6100 Channingway Blvd, Suite 505
Columbus, OH 43232
Attention: Dr. Coletta Musick, CEO
Facsimile: 614-455-0890

With a copy to: Martin, Manes, Pergram and Dietz
50 North Sandusky Street
Delaware, OH 43015-1926
Attention: Dennis Pergram
Facsimile: 740-363-1314

If to the Non-Profit, to: Life Skills Center of Southeastern Columbus
Attention: P. Gilbertson Barno, President
1183 Essex Avenue
Columbus, Ohio 43201
Facsimile: 614-337-0480

With a copy to: Patricia W Hughes, CS Sponsorship Director
Buckeye Community Hope Foundation
3021 Dublin-Granville Road
Columbus, Ohio 43231
Facsimile: 614-291-0893

21. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

22. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

24. Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

25. Amendment. This Agreement may not be modified or amended except in writing signed by each party hereto. The parties agree to collaborate on amending this agreement in such manner as would facilitate the Non-Profit's application to the IRS for 501(c)(3) determination.

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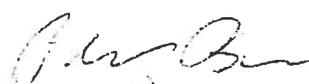
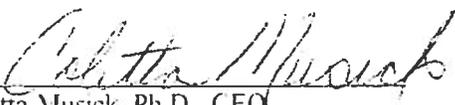
26. Independent Activity. All of the parties to this Agreement understand that the Company's business is to operate and manage community schools throughout the State of Ohio. As such, the parties agree that the Company, and its affiliates, may operate other community schools in Ohio whether the same may be considered competitive with the Focus Learning Academy.

27. Non-Profit's Right to Audit. Non-Profit reserves the right to conduct or to appoint others to conduct examinations, at Non-Profit's expense, of the books and records maintained for Non-Profit by Company. Notwithstanding the foregoing, Non-Profit has no right to audit the books and records of the Company.

28. Correction of Discrepancies. Should Non-Profit's employees or appointees discover either weaknesses in internal control or errors in record keeping, Company shall correct such discrepancies either upon discovery or within a reasonable period of time. Company shall inform Non-Profit in writing of the action taken to correct such audit discrepancies.

29. Cooperation. If any claims, demands, suits or other legal proceedings which arise out of any of the matters relating to this Agreement be made or instituted by any person against either Non-Profit or Company, Non-Profit or Company shall give to each other all pertinent information and reasonable assistance in the defense or other disposition thereof, at its sole expense.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

NON-PROFIT:	COMPANY:
Life Skills Center of Southeastern Columbus	eSchool Consultants, L.L.C.
By:  _____, President	By:  Coletta Musick, Ph.D., CEO