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May 3, 2007

Norma Martin, Director of Student Services  
Tom Moore, Chief Information Officer  
Clay County School District  
900 Walnut Street  
Green Cove Springs, FL 32043

Dear Norma and Tom,

Thank you for your interest in Prep HeadQuarters (PrepHQ). This packet of information will explain the value of the PrepHQ product, how Clay County School District and your seven of high schools can receive PrepHQ at no charge, and what you need to do to get started.

myFootpath, the makers of the PrepHQ product, would first like to thank you for the opportunity to work with Clay County School District. As a company started by former counselors, we know how much trust you will place in us by using PrepHQ. We want you to know that we value our relationship with you, and we will always work to serve you, your students, and their parents with the highest level of customer care and support.

myFootpath created PrepHQ to help high schools, students, and parents save time and effort in the college planning process. PrepHQ, a web-based tool, will help Clay County School District to:

- ✓ Easily track, measure, and report on post-high school education pursuits of your students;
- ✓ Package reported information to show future students *how* they can achieve their college and career goals;
- ✓ Reach out to potential college bound students and their families with customized email and web messages, online college prep resources, and funding information;
- ✓ Help convey the need for education beyond high school, while empowering families with information to make better decisions about higher education options;
- ✓ Reduce paperwork, and allow counselors to spend more time counseling students.

Clay County School District has indicated that it would like to join our sponsorship program. There is no charge for PrepHQ under the sponsorship program. Many schools often ask us how our company can afford to do this, and, frankly, they think there is some sort of “catch”. Let me allay this concern by explaining how and why we created our sponsorship program.

Our team knows high school counseling inside and out, including how limited counseling budgets can be. With PrepHQ, we wanted to provide a high quality product, but we did not want to make PrepHQ prohibitively expensive to high schools. So, we turned to outside companies for financial support. The sponsoring companies agreed to school-appropriate messages/ placements with the

PrepHQ website and adherence to a strict privacy policy (detailed below). To give our high school customers an added level of comfort, every district has the right to approve any sponsor in its schools. This created a win-win-win for everyone – high schools received PrepHQ at no charge, sponsor companies got their name in front of high schools students and parents, and myFootpath got paid by the sponsoring companies. The program became a hit!

Today, this program defrays the full cost of PrepHQ in hundreds of high schools around the country, and we are growing every day. Training and support are included, and there are no hidden fees for high schools, students, or parents. Here's how the sponsorship program works:

1. myFootpath provides PrepHQ to Clay County School District as a renewable grant; the grant covers the full cost of PrepHQ, meaning there is no charge to your school.
2. Clay County School District commits to using PrepHQ as described on Page 3 of this packet. Understandably, companies do not want to sponsor something that sits on a shelf.
3. myFootpath periodically slots up to four sponsors in PrepHQ in the Clay County School District.
4. Clay County School District has the right to approve sponsor(s).
5. myFootpath will renew the grant if each high school uses PrepHQ; usage is reviewed annually

myFootpath is confident that through this sponsorship program Clay County School District will be able to significantly expand on the success of its college bound counseling activities. The tailored solutions provided to Clay County School District will empower your counselors with a wealth of information and resources and will improve your students' college and career prep experience.

The attached PrepHQ Agreement is all that's required to start Clay County School District on PrepHQ. Please share this agreement and the accompanying information with the appropriate district administrators to authorize your use of PrepHQ. Once signed, please fax the Agreement to myFootpath at 206-339-3130. If you have any questions at all about the agreement, please call me at 877-884-8222 x201. We look forward to working with you!

Sincerely,

J.T. Allen  
President  
myFootpath

### **Our Commitment to Privacy**

*myFootpath is fiercely committed to protecting the privacy of your students. Every employee of myFootpath with access to confidential student data is required to sign an affidavit stating that, under penalty of perjury, they will not disclose, sell, or in any way disseminate confidential student information provided by the high school. This and other measures ensure full compliance with FERPA and related state privacy laws.*

*Students and parents do have an opportunity to request information from sponsors, by "opting-in" just as they would on any other website. myFootpath then takes things a step further – within PrepHQ, we send all information on behalf of sponsors. This means that no sponsor has access to emails, names, or any other personally identifiable student information in the PrepHQ system. For complete privacy policy, please visit [www.prephq.com/privacy.htm](http://www.prephq.com/privacy.htm)*



## PrepHQ Agreement

Congratulations! Clay County School District has been selected to receive a one year renewable grant to fund the \$2,000 to \$4,000 annual cost for each high school of licensing the PrepHQ web-based software to track and counsel college-bound students. This grant is renewed each year, contingent upon your use of PrepHQ.

This renewable grant is provided by myFootpath through the generous support of program sponsors.

The value in PrepHQ is only as good as the commitment to use it. High schools that have had the most success with the program have committed to the following:

### **High School Commitment**

1. Tracking all of the college applications from your high school through the web-based system
2. Electronically surveying students about their college and career plans; these surveys may be customized according to your high school's needs
3. Transferring student data (grades 9-12) electronically to myFootpath, including name, student ID, gender, ethnicity, GPA, courses, course level, course grades, grading scale, and ACT and/or SAT I test scores; if data is not available electronically, then data will be input by staff via the web-based system
4. Maintaining PrepHQ website, custom to your high school
5. Sending notices to families informing them about the PrepHQ website, so students and parents are aware of the resources available. Materials will be provided.
6. Training your staff, which requires only a few hours each year.

With the training and the PrepHQ system, you'll find that the commitment is easy to fulfill. High schools everywhere find that by spending the time to set up the process, administrators, counselors, students, and parents reap the rewards of PrepHQ.

As alluded to earlier, PrepHQ involves the use of student data. Included in this packet is an agreement giving myFootpath the rights to accept your data and store it in the PrepHQ system. If you have any questions about the agreement, please contact J.T. Allen of myFootpath at 877-884-8222 x201. Please have the appropriate high school building or district official review and sign the form.

myFootpath looks forward to working with you!



## PrepHQ Agreement

This PrepHQ Agreement (the "Agreement") is hereby entered into and effective as of the date below (the "Effective Date") by and between MYFOOTPATH, LLC ("MFP") and:

High School: School Board Clay County for the Benefit of Ridgeview High School  
Address: 900 Walnut Street  
Green Cove Springs, FL 32043  
Date: May 3, 2007

Hereinafter the School Board named herein as "High School".

High School is hereby engaging MFP to provide assistance with college planning and selection through its proprietary PrepHQ software (PrepHQ). In order to assist the High School in maximizing the value of PrepHQ, MFP will provide some student record management services to the High School as part of the High School's use of PrepHQ.

This Agreement sets forth the conditions and parameters of the authorized use of PrepHQ.

**In consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:**

(1) Licenses and Covenants.

(a) Use of Student Data. MFP and High School agree to comply with all applicable federal and state laws, including but not limited to the Family Education Rights & Privacy Act (FERPA), as amended, 20 USC 1232(g). MFP and the High School further acknowledge and agree that MFP will use data provided by High School (collectively, "Student Data") pursuant to the direction and control of High School. MFP employees will maintain confidentiality of Student Data in accordance with MFP access and use policies. High School hereby grants MFP permission to use Student Data as necessary in connection with providing college planning assistance through PrepHQ to High School as described in this Agreement. At the High School's request, MFP shall provide a copy of the records within PrepHQ to the high school on an annual basis.

*Note to High School: Written authorization is not required to disclose Student Data under FERPA. A detailed explanation is available at: [www.prephq.com/privacy](http://www.prephq.com/privacy).*

(b) Sponsorship Program. High School acknowledges and agrees that MFP may periodically propose sponsors ("PrepHQ Sponsors") to provide school-appropriate messages/ placements within PrepHQ. High School agrees to make good faith efforts to timely review the PrepHQ Sponsors that are proposed by MFP according to the MFP sponsorship procedure.

(c) License to Use PrepHQ. MFP hereby grants High School the nonexclusive, limited, revocable, fully paid-up and royalty-free right and license to use PrepHQ during the Term solely for the purposes described in this Agreement. High School agrees it will use PrepHQ only for the purposes described herein and will not copy, modify, reverse engineer, decompile, disassemble or create derivative works based on PrepHQ or rent, lease, transfer, resell or otherwise transfer rights to PrepHQ. THE PREPHQ SOFTWARE AND SERVICES

ARE PROVIDED ON AN "AS IS" BASIS, AND MFP DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO HIGH SCHOOL'S USE THEREOF.

(2) Termination. The initial term of this Agreement will commence on the Effective Date and continue until June 30, 2008. Unless terminated earlier in accordance with this section, such term shall automatically renew for additional periods of one (1) year, (the initial term and any renewal, collectively the "Term"). Either party may terminate this Agreement at any time effective (5) days after sending written notice of cancellation. In the event of termination, all licenses granted herein will immediately cease and this Agreement shall become void and have no effect, without any liability obligation of the part of any party under this Agreement, except as provided in Section 1(a) and this Section 2. Upon termination, at the High School's request, MFP shall provide a copy of the records within PrepHQ to the High School in a comma separated variable (csv) file. Upon termination, any High School data in the possession of MYFOOTPATH will be destroyed within 10 business days.

(3) Miscellaneous. This Agreement may not be assigned by either party (other than to an affiliate of such party) without the prior written consent of the other party. If any part of this Agreement is held to be unlawful or invalid, the remainder of this Agreement will remain in full force and effect. This Agreement may not be modified or altered except by written agreement executed by both parties. This Agreement constitutes the entire agreement between MFP and High School relating to the subject matter contained herein, and supersedes any prior agreements or understandings between them. There are no understandings, representations or warranties, express or implied, that are not specified herein. The construction and interpretation of this Agreement shall be governed in all respects by the laws of the State of Florida (without regard to its conflict of laws principles). This Agreement may be executed in one or more counterparts and by facsimile, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**MYFOOTPATH, LLC**

By: \_\_\_\_\_  
James T. Allen, Manager

**School Board of Clay County, Florida**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Chairman

ADDENDUM

The Clay County School District encompasses seven high schools. They are:

- Ridgeview High School
- Clay High School
- Orange Park High School
- Fleming Island High School
- Keystone Heights Junior Senior High
- Middleburg High School
- R.C. Bannerman Learning Center

By signing this agreement, PrepHQ shall be available only to Ridgeview High School for the 2007-2008 school year as a pilot program and to each of the remaining seven high schools upon new agreements denoting the addition of each particular school. Student data will only be shared with myFOOTPATH with written parent permission submitted to the school counselor at Ridgeview High School.

Each individual high school will have its usage reviewed annually. If an individual high school is not using PrepHQ, then myFootpath will not renew the grant for that high school. The other high schools that are using the program, will continue to receive the renewable grant.

Each individual high school may have different sponsors slotted. myFootpath will coordinate with Clay County School District and the individual high school, as appropriate.

Acknowledged by the School Board of Clay County, Florida

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Title): \_\_\_\_\_ Chairman \_\_\_\_\_

(If applicable)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Title): Principal, Ridgeview High School

*Please fax signed agreement to 206-339-3130.  
Upon execution by myFootpath, a signed copy will be mailed to high school.*