Unannotated Job Search Agreement

Introduction

App Academy requires you to make a good-faith effort to find a position as a full-time web software developer during the **"job search period"**. The "job search period" extends from the start of the 10th week of your course cycle through 365 days after the last day of your course cycle.

In this agreement, App Academy provides you with the **"Job Search Framework" (see Attachment A)**, which is a set of specific job-search requirements that App Academy tracks in order to confirm that you are making a good-faith effort to find a position as a full-time web software developer. If at any time during the job search period App Academy determines that you have not met the obligations of this Job Search Framework, App Academy will consider you to have failed to meet your obligation to conduct a good-faith effort to find a position as a full-time web software developer. In that case, you will lose eligibility for any deferred tuition plan you may have entered into.

App Academy is the sole arbiter of your compliance with the obligations laid out in the Job Search Framework. App Academy reserves these rights to ensure that, under the Job Search Framework, you conduct a good-faith effort to find a position as a full-time web software developer.

Job Search Acknowledgement

I acknowledge that App Academy is permitting me to participate in a deferred tuition plan at App Academy in return for my full compliance with the Job Search Framework (Attachment A hereto). I further acknowledge and recognize that App Academy's sole compensation for my attendance at the school depends entirely upon my successful search for full-time employment as a web software developer.

I agree to comply with all the terms and requirements of the Job Search Framework throughout the job search period. I acknowledge that if App Academy, at its sole discretion, determines that I am in violation of the Job Search Framework, App Academy may choose to exercise its option to convert my percentage tuition plan to a fixed fee of no less than $18,000, due immediately, as specified in the Placement Fee Contract.

I acknowledge that App Academy shall be the sole arbiter in determining my compliance with the requirements of the Job Search Framework. I acknowledge that I am required to comply with all the following terms and conditions:

(a) **GOVERNING LAW**. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW.

(b) **SUBMISSION TO JURISDICTION**. THE APPLICANT AND APP ACADEMY IRREVOCABLY AND UNCONDITIONALLY SUBMIT, FOR THEMSELVES TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA, SAN FRANCISCO COUNTY, AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH CALIFORNIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) **WAIVER OF JURY TRIAL**. THE APPLICANT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HE/SHE MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

In addition, App Academy shall have the right to collect from me its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Job Search Agreement.

Print Name:	_____

Address:	_____

	_____

Social Security Number:

	_____

Signature:	_____

Date:	_____

Attachment A: Job Search Framework

Absolute and Non-Absolute Obligations
This framework consists of a set of obligations regarding your job search. Some obligations are **absolute**: if App Academy determines that you are in violation of an absolute obligation, then you will be found in violation of the entire Job Search Framework. If App Academy determines that you are in violation of any other obligation, than you will accrue a specified number of "**strikes**". If you accumulate too many strikes, you will be found in violation of the Job Search Framework.

Number of Strikes
You may accumulate up to four strikes. If you receive a fifth strike, you will be in violation of the Job Search Framework. Each Friday during the job-search period your strike count is reduced by one strike (if you have any strikes).

Residency in Job Search Areas
Throughout the job-search period, you must reside Monday through Friday within 40 miles of either App Academy's San Francisco or New York City offices (the "job search areas").

App Academy, with prior written notice, may excuse travel outside the job search areas at its discretion. However, App Academy may, at its sole discretion, assess **one strike** per day that you are outside the job search areas. App Academy typically excuses travel for urgent situations. App Academy does not typically excuse travel for vacation.

Accepting a Certified Job Offer and Completing Your Job Search
You are required to search for full-time employment as a software-developer in the job search areas. Before accepting any job offer, you must request in writing that App Academy certify that accepting the offer meets the criteria of (a) full-time employment as (b) a web software developer in (c) one of the job search areas.

You have an **absolute requirement** under the job search framework to request and receive this certification prior to accepting a job. **You must receive this certification from App Academy prior to accepting a job even if you believe that the job meets the preceding requirements**.

Non-Certified Employment and Income During the Job Search
During the job search period, you must seek App Academy's approval if you wish to be employed, contracting, or earning income from any non-investment source during the job-search period, unless App Academy has previously certified in writing the job as described in the preceding section.

During the job search period App Academy may, at its discretion and on a case-by-case basis, give **prior written approval** of part-time employment, full-time internships, or full-time employment that may lead to a software engineering position. In this case, App Academy would allow non-certified employment for a specified number of weeks; the duration of the job search period, and your obligations, would be extended by the same number of weeks.

App Academy typically allows non-certified employment when it believes this improves the likelihood of your success in the job search. App Academy **does not** typically grant this approval on grounds of financial need. You must ensure that you are financially able to support yourself during the job search period, because non-certified employment during this period will hinder your job search.

This is an **absolute requirement**; if App Academy determines that you have been employed, contracting, or earning income from any non-investment source without App Academy's certification, App Academy will find you in violation of this job search framework.

App Academy undertakes no obligation to approve part-time employment. You must not take any non-certified employment, part-time or otherwise, without App Academy's prior approval, as otherwise you will be in violation of the preceding obligations.

Job Application Logging

You are required to keep a log of your job applications on the Jobberwocky web application. You must keep this accurate and up-to-date at all times.

If App Academy determines that your log is not up-to-date, you may be assessed **one or two strikes** and required to update your log by the end of the next business day. By the end of the next business day App Academy presumes that your log shall be up-to-date; if it is not updated or falls out of date again, you may be penalized again.

This requirement is important so that App Academy staff can understand how your job search is going and know how best to help you.

Email Responsiveness

You are required to respond promptly to App Academy staff. All emails and phone calls must be returned by the end of the next business day. If App Academy determines that you have not replied by the end of the next business day, you may be assessed **up to two strikes**.

This is important because App Academy staff need to stay in touch with you so that they can assist you with your job search. If they cannot reach you, they cannot help you find a job.

In Person Meetings

You are required to meet with App Academy staff in person at App Academy's office if requested. If a meeting is scheduled, failure to attend a scheduled meeting without sufficient warning of your absence may result in App Academy assessing you **one or two strikes**.

App Academy staff will attempt to work with your schedule when scheduling meetings. However, App Academy reserves the right to schedule a meeting on any weekday, 9AM-6PM, with 24 hours notice through the job search period. App Academy would typically only do this if a student purposefully refused to schedule meetings.

Additional Requirements and Assigned Work

App Academy staff may assign you tasks related to your job search and set deadlines for this work to be completed. For example, App Academy staff may ask you to write and submit a resume by a specified date. As another example, App Academy staff may require you to apply to a specified number of job opportunities in the next seven days. If the assigned work is not completed to the satisfaction of App Academy staff by the specified date, App Academy may assess you **one to two strikes**.

Required Attendance

App Academy, at its sole discretion, may require you to conduct your job search in person at App Academy's office each weekday from 9AM-6PM throughout the Job Search Period. If App Academy requires this, it will provide additional rules and expectations regarding your attendance. If App Academy determines that you have failed to comply with these additional rules and expectations, that shall constitute a breach of this job search framework. You may expect that for each day you are absent, you will be assessed **at least one strike**.

In the past, App Academy has reserved this right in rare cases where App Academy deemed it necessary to closely monitor an individual's compliance with the job search framework. However, you are advised that **App Academy may in the future exercise this right with all students**, if App Academy determines that job searches conducted in person at App Academy will be more successful or faster than those conducted elsewhere.

In the event of unforeseen extraordinary circumstances, App Academy may, at its discretion, pause the duration of the job search period by up to 30 days. If you are unable to perform a job search for a stretch of time longer than 30 days during the job search period, then you will be considered to be unable to perform an effective job search, and you will be found in violation of the Job Search Agreement. In such an event, your tuition plan will switch from a percentage to a fixed amount as laid out in the Placement Fee Contract, and will become due immediately.

Requests for Documentation

App Academy may request any documentation from you that it considers necessary in order to verify your compliance with the requirements of the job search agreement. App Academy's requests for documents will specify a due date. If App Academy determines that you have not submitted the requested documents by the specified date, App Academy will assess you **one to three strikes**.

Sole Arbiter

App Academy is the sole arbiter with regard to the interpretation of, and your compliance with, the obligations of the Job Search Framework. If App Academy determines that you are in violation of any obligation, that determination is final and without appeal.