

## **Socorro Consolidated Schools PERM Procedure**

The District recognizes the value that foreign teachers bring to our school and community. Extending work visa opportunities will continue to be one way the District supports foreign teachers. This includes non-immigrant visa sponsorship (H1B and J1) and on occasion, immigrant visa sponsorship (PERM). Employees on any of these visas are treated in the same manner as all other employees and are subject to the protections and requirements of the Collective Bargaining Agreement and District policies. This regulation outlines the practice of the District as it relates to visa supports.

### **J1 Visa Support:**

The District will only accept placements from J1 visa sponsors that have a current Letter of No Objection from the NM Public Education Department. The District may also reject J1 sponsors if the fees charged the District or the Employee are significantly higher than fees from other J1 sponsors. For ongoing support of J1 employees, the District will:

- Provide the Employee with any letters of support necessary to continue or extend a J1 visa.
- Notify the Employee if the rates charged by their sponsor are significantly higher than other sponsors used by other Employees.
- Provide the employee with letters of support necessary to obtain waiver, visa stamping and/or facilitate travel outside the US.

### **H1B Visa Support:**

The District may directly sponsor Employees with H1B visas to hire or to extend their period of employment with the District. The decision to sponsor an H1B visa is a discretionary decision made by the District alone, and may be based on the following:

- Available funding.
- Performance evaluations.
- Qualification and licensure and the needs of the District.
- The District will also consider whether you are subject to 212(E), foreign residency requirement and whether you have obtained a waiver of this requirement.

Once the District decides to sponsor an H1B visa, the following provisions apply:

- The District will pay the filing fee of \$460.00 and the \$500.00 Fraud and Prevention Fee (if necessary).
- The District will pay the attorney fees associated with obtaining an initial H1B visa and for one extension. Additional extensions will be the financial responsibility of the Employee but the District will continue to support the extensions by signing applications and providing supporting documentation.
- If you use someone other than the District's selected attorney, you must use a licensed attorney to complete the H1B application. You cannot use a notary public to prepare the documents or prepare the documents yourself.
- Return Travel: Pursuant to immigration law, if the District terminates your employment for any reason during the approval period of the H1B visa, the District will pay for the

reasonable costs of return travel to your home country or other location of your choice outside the United States whichever is less. The District is not responsible for return travel expenses if you move to another employer or at the expiration of the H1B visa.

Travel Documents: The District will provide employees with letters of support necessary to complete visa stamping and/or facilitate travel outside the US with the following conditions:

- The District will not sign any documents that requires any additional expenditures of funds apart from return travel costs listed above.
- The District will not sign any documents that change the terms of the employment contract issued by the District to all employees.

**The District retains the right to refuse to sponsor any H1B visa request or provide travel documents for any reason.**

### **PERM Visa Support:**

The District may directly sponsor Employees with PERM processes to further extend their period of employment with the District. The decision provide a PERM sponsorship is a discretionary decision made by the District alone, and may be based on the following:

PERM selection criteria:

2. Performance evaluations for three school years are ranked at Innovating or Applying.
3. No disciplinary actions for three school years.
4. Licensed in high needs areas (Special Education and/or bilingual education).
5. Recommendation by Principal.
6. If applicable, waiver of two year foreign residency requirements.
7. If funds are limited, qualifying employees will be selected based on the needs of the District.

Once the District decides to engage in a PERM sponsorship, the following provisions apply:

- The District will select the attorney(s) for completing the Labor Certification portion of the process. The Employee may select their own attorney or continue with the selected attorney for the completion of the process.
- The District is responsible for paying all attorney fees associated with obtaining a Labor Certification. Employees will not be asked to pay for any portion of these fees.
- The employee will pay the filing fees and/or legal fees associated with an I-140 (immigration petition).
- The District will not pay or be responsible for any fees associated with an Adjustment of Status.

## Notice to Immigration Legal Counsel

- A. *H1B cap-exempt status*: The District is a Cap-exempt entity. Please ensure that all H1B petitions prepared reflect this status. H1B documentation that does not indicate cap-exempt status will not be signed by the District.
- B. *Wages*: Wages for employees are set according to a Collective Bargaining Agreement and not according to the Foreign Labor Certification Data Center. Appropriate wages indicated on DOL ETA 9035 Prevailing Wage must be equal to the Step 1, BA, Level I as indicated on the most current salary schedules of the current collective bargaining agreement. Wages on a PERM process must align with the most current salary schedules and reflect the appropriate level of licensure for the employee. Salary schedules are available through our website. Documentation that does not reflect the appropriate wage will not be signed by the District.
- C. *Fees*: The District will pay the Fraud and Prevention Fee (if any) and the I-129 filing fees. The District may cover H1B legal fees with prior approval only. The District will cover fees for Labor Certification with prior approval only.
- D. *212(E) provisions*: The District will not approve and H1B where the Employee remains subject to 212(E) foreign residency requirements and has not already obtained a waiver.
- E. *Signatures and Review*: Please submit all documents for signature in a single PDF package with a summary of signatures. Attach to the G-28 a copy of your attorney licensure or bar card. The District will not sign any documentation without confirmation of your status as an attorney.

**WARNING: If the District becomes aware that legal counsel has asked the Employee to pay fees for any portion of a Labor Certification, or otherwise fail to comply with these instructions, legal counsel will be reported to the bar and the District will no longer review, sign or accept any forms from your office.**