PERMANENT RESIDENT SPONSORSHIP GUIDELINES & AGREEMENT

(Effective 08/01/2020)

PREREQUISITES:

In order to be considered for the permanent residence process, the following pre-requisites are applicable:

- The applicant must be a full-time employee of Purchase College for a minimum of one year and have completed one performance evaluation cycle.
- The employee must obtain his/her Chair/Director or supervisor's recommendation in order to be considered.
- The Chair/Director/supervisor of the employee must present the request and his/her recommendation to the Dean for Global Strategy and International Programs and the Provost and Vice President for Academic Affairs for further consideration.

APPROVALS & SPONSORSHIP:

- Sponsorship for Permanent Residency is not considered a standard benefit or entitlement by Purchase College.
- Sponsorship is not guaranteed and approvals to begin the process are at the sole discretion of Purchase College.
- Sponsorship and related Purchase College guidelines may be amended, revoked, and/or discontinued at any time at the sole discretion of Purchase College.

FEES & SERVICES *(Please reference Attachment A; Paragraph 2.):*

- Fees and services required by law to be paid by the employer, or any additional portion of fees as determined by the college, shall be covered by the employer.
- All other fees and services required shall be the sole responsibility of the employee. It is agreed and understood that these fees and services may include, but are not limited to: legal fees, application/petition filing fees to the USCIS and/or other government agencies as required, document translation, evaluations, long distance calls/faxes, photocopying, mail and courier service. Employee agrees to reimburse Purchase College for any of these expenditures made for the benefit of the employee during the Green Card process.

ATTORNEY:

Harris Beach PLLC
Leonard J. D'Arrigo
677 Broadway, Suite 1101
Albany, NY 12207
Phone: 518-701-2770
Fax: 518-427-0235
http//:www.harrisbeach.com

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Employee Initials and Date

SUNY has entered into an agreement with the above referenced immigration law firm for legal services. Employees are expected to adhere to the same terms and conditions as set forth by the attorney. Please reference Attachment A, which is the Legal Services Agreement that outlines the general terms and conditions with regard to the processing of an employee's Permanent Residence Application.

ACCEPTANCE:
By signing below, I, EMPLOYEE NAME, agree to the terms and conditions stated herein, as well as those outlined in Attachment A.

By	Name	Signature	Date
Employee			
Dean for Global Strategy & International Programs	Anne M. Kern		
Provost & Vice President for Academic Affairs	Earnest Lamb		

Attachment A

This Attachment shall be considered a part of the Permanent Resident Card Guidelines & Agreement.

1. SCOPE OF ENGAGEMENT:
   Purchase College hereby engages the law firm of Harris Beach, PLLC for assistance in applying for U.S. Permanent Residence through the PERM Labor Certification program or other appropriate classification for you. As a part of this representation, Harris Beach will assist in responding to all governmental queries related to the pertinent applications/petitions until the matter is adjudicated. This Agreement does not include personal appearances before agencies, filing motions to reopen, appeals, repeat labor certifications or repeat immigrant petitions. This Agreement also does not include assistance in any audits conducted by the U.S. Department of Labor or any other government agency after the filing/submission of the pertinent applications/petitions, including but not limited to requests for evidence (RFEs).

2. LEGAL (ATTORNEY) FEES / GOVERNMENT FILING FEES:
   - Legal Fee for PERM Labor Certification: $2,000 (to be borne by the Employer)
   - Legal Fee for I-140 based on PERM: $1,500 (to be shared 50/50 by the Employer and Employee)
   - USCIS Filing Fee for I-140: $700 (to be shared 50/50 by the Employer and Employee)

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Employee Initials and Date

- Legal Fee for I-485 Adjustment of Status (AOS) Principal: $1,500 and an additional $1000 for each additional family member (AOS Principal fee to be shared 50/50 by the Employer and Employee; fees for additional family members to be borne by the Employee)
- USCIS Filing Fee for I-485 (AOS): $1,225 per applicant (there will be a separate filing fee required for each dependent family member). The government filing fee for dependents over the age of 14 is $1,225, and for children under the age of 14 is $750. (USCIS Filing Fee for principal applicant to be shared 50/50 by the Employer and Employee; fees for additional family members to be borne by the Employee)

  This I-485 legal/AOS fee includes preparation of Employment Authorization Document (EAD), Advance Parole Document (APD) and all other forms associated with the submission of an initial AOS package. This fee does not include EAD and APD renewals. These fees are additional and will be the sole responsibility of the employee.

  Please note that the government filing fees referenced above are the amounts currently in place. These government filing fees are subject to change at any time. At the time of your application submission, we will advise you of any changes made by the government to these filing fee amounts.

The legal fees outlined above are for legal services only and do not include certain costs and out of pocket expenses (if needed) such as: document translation, evaluations, long distance calls/faxes, photocopying, mail and courier service. You agree to reimburse Purchase College for any of these expenditures made for the benefit of applying for US permanent residence through Labor Certification.

Legal fees and all associated application/filing fees for the I-140 and I-485 are due in full prior to filing. I-140 petitions may be filed upon receipt of the approved Labor Certification. I-485 (AOS) petitions may be filed at the time when priority dates are current and visa numbers are available as per the U.S. Department of State Visa Bulletin. The aforementioned applications will not be processed until all legal fees and filing fees are paid in full by the employee.

Failure to pay all fees associated with the filing of the I-140 and I-485 (AOS) petitions could result in the termination of the process and related sponsorship of the U.S. Permanent Resident Petition.

3. DUTY TO COOPERATE:

You agree to cooperate fully with Purchase College and the attorney named above by truthfully providing all information necessary to properly complete the work required for the process. Additionally, you agree to keep Purchase College and the above-named attorney advised at all times of any changes to your address, phone number, and other pertinent contact information within a reasonable time.

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Employee Initials and Date

4. RIGHT TO REVOKE:
   Either party can revoke this Agreement at will and with or without cause at any time during the pendency of the application process.

5. NO GUARANTEES:
   Nothing in the Agreement, Attachment, Guidelines and/or all subsequent amendments and nothing in the Agreement with the above-named attorney and/or any other legal counsel retained by Purchase College or otherwise shall be construed as a promise or guarantee regarding the outcome of your application for U.S. permanent residence.

If you have questions, please contact the Dean for Global Strategy and International Programs. Once you have signed, please return to the Office of International Programs and Services, 2nd floor, Student Services Building. Copies will be retained in your visa and personnel (HR) files.

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Employee Initials and Date