**IMMIGRATION SPONSORSHIP POLICY**

**POLICY**

[EMPLOYER'S NAME] is committed to ensuring compliance with the Immigration Reform and Control Act of 1986 (IRCA) and all other applicable federal, state, or local laws regarding employment eligibility and immigration. This includes employing only individuals who are authorized to work in the United States and avoiding any discrimination in hiring, recruiting, or termination based on national origin, citizenship, or immigration status.

It is [EMPLOYER'S NAME]'s policy [not] to sponsor foreign workers for immigration benefits. This policy establishes the framework for how decisions related to immigration sponsorship are made, including determining eligibility for sponsorship, the types of filings that may be considered, handling filings for dependent family members, and managing associated costs. All decisions regarding immigration sponsorship will be made by [EMPLOYER'S NAME]'s [immigration compliance officer/HR representative/[TITLE]] in compliance with applicable U.S. immigration laws and based on the employer’s interests.

All employees must adhere to this policy. Noncompliance with IRCA or this policy could result in civil, monetary, or criminal penalties for [EMPLOYER'S NAME] or responsible individuals. [Failure to follow this policy may also result in disciplinary action, up to and including termination of employment.]

While immigration laws are primarily governed by federal regulations, [EMPLOYER'S NAME] complies with all applicable New Mexico state laws and regulations that may affect immigration sponsorship, employment, and worker protections. This policy will be implemented in accordance with federal law and any relevant state-specific requirements that may apply.

**IMMIGRATION COMPLIANCE OFFICER**

[EMPLOYER'S NAME] designates an immigration compliance officer who is responsible for overseeing compliance with immigration laws and policies. [The designated officer is [NAME] and can be reached at [CONTACT INFORMATION].] Employees may submit tips, questions, or concerns, including anonymously, by contacting the immigration compliance officer at [CONTACT INFORMATION].

Employees must reach out to the [immigration compliance officer/HR representative/[TITLE]] for any questions or to report concerns regarding:

* Employment eligibility verification processes, such as Form I-9 compliance.
* Visits, inquiries, audits, or investigations by government agencies related to immigration compliance.
* E-Verify participation and compliance.
* Social Security no-match letters.
* [Participation in ICE’s Mutual Agreement Between Government and Employers (IMAGE).]
* Employment authorization or immigration status for themselves or others.
* Requests for employment confirmation letters as part of an immigration process.

Additionally, employees may contact any executive [or senior manager/HR representative] at [EMPLOYER'S NAME] to raise compliance concerns or report potential violations. All executives, managers, and HR personnel are required to work with the immigration compliance officer [and [EMPLOYER'S NAME]'s legal department] to evaluate, investigate, and resolve any immigration compliance issues.

**IMMIGRATION SPONSORSHIP**

[EMPLOYER'S NAME] recognizes immigration sponsorship as a key tool to [recruit and retain a highly skilled workforce/access specialized skills on a case-by-case basis]. Sponsorship decisions are made to align with [EMPLOYER'S NAME]'s strategic and business goals. Sponsorship does not alter the at-will employment relationship and does not guarantee ongoing employment or placement in a specific role. [While [EMPLOYER'S NAME] endeavors to support immigration processes diligently, outcomes cannot be guaranteed.] [Additionally, [EMPLOYER'S NAME] reserves the right to discontinue an immigration sponsorship process at any stage if business needs or circumstances change.]

Immigration sponsorship is offered selectively and limited to [specific criteria, such as positions requiring specialized skills, business-critical roles, or other employer-defined needs].

[EMPLOYER'S NAME] covers specific expenses associated with immigration sponsorship, including:

* Legally mandated fees to be paid by the employer.
* [Attorney fees for preparing petitions or applications on behalf of [EMPLOYER'S NAME].]
* [USCIS petition filing fees for eligible employees or candidates.]
* [Premium processing fees if chosen by [EMPLOYER'S NAME]. If an employee elects premium processing independently, the associated costs will be their responsibility.]
* [Costs for the employee and their immediate family members related to visa acquisition, including consular appointments, when travel is required by [EMPLOYER'S NAME].]

Employees benefiting from sponsorship for permanent residency (green card) may be required to sign a repayment agreement as a condition of their sponsorship.

All attestations required for immigration processes, including statements about hiring, recruitment, or business necessity, are made solely by authorized representatives of [EMPLOYER'S NAME].

[Public Access Files for Labor Condition Applications related to H-1B, H-1B1, or E-3 visas are prepared and maintained as required by the Department of Labor.] [PERM audit files are retained in compliance with applicable Department of Labor regulations.]

For questions or more information about this policy, contact the immigration compliance officer at [CONTACT INFORMATION].

OR

[EMPLOYER'S NAME] does not provide immigration sponsorship for employees or prospective employees.]

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date