

**FOREIGN NATIONAL EMPLOYEE IMMIGRATION BENEFIT
AND REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement (“Agreement”) represents the mutual agreement between Northern Michigan University and _____ [Foreign National Faculty Member] (“Faculty Member”) effective _____ [Date].

Northern Michigan University will cover all legal fees, costs, and related expenses, towards securing the Faculty Member’s Green Card Sponsorship as follows:

- a) PERM Labor Certification Legal Fees and Related Costs;
- b) I-140 Immigrant Visa Petition Fees, Related Costs, and USCIS Filing Fees;
- c) I-485 Adjustment of Status or DS-260 Immigrant Visa Legal Fees, Related Costs, and USCIS or Department of State Filing Fees.

If Faculty Member voluntarily terminates employment with Northern Michigan University after Northern Michigan University has begun the Green Card Sponsorship process for the Faculty Member, and this voluntary termination occurs within three years after Northern Michigan University has begun the Green Card Sponsorship process for the Faculty Member, then Faculty Member shall reimburse Northern Michigan University to the extent permissible by law based on the following reimbursement schedule:

<u>Date of Voluntary Termination</u>	<u>Employee Reimbursement</u>
Less than one (1) year from initiation of the I-140 Immigrant Petition Process.	100% If the Faculty Member remains employed with the University for less than one year after Northern Michigan University has initiated the I-140 Immigrant Petition Process, then the Faculty Member must pay back 100% of all Legal Fees, Costs, and Filing Fees (including Premium Processing Filing Fees) paid by Northern Michigan University on Employee’s behalf toward the I-140 Immigrant Petition Process and/or the I-485 Adjustment of Status and/or DS-260 Immigrant Visa Application Process.
More than one (1) year, but less than two (2) years from initiation of the I-140 Immigrant Petition Process.	75% If the Faculty Member remains employed with the University for more than one year, but less than two years after Northern Michigan University has initiated the I-140 Immigrant Petition Process, then the Faculty Member must pay back 75% of all Legal Fees, Costs, and Filing Fees (including Premium Processing Filing Fees) paid by Northern Michigan University on Employee’s behalf towards the I-140 Immigrant Petition Process and/or the I-485 Adjustment of Status and/or DS-260 Immigrant Visa application process.

<p>More than two (2) years but less than three (3) years from initiation of the I-140 Immigrant Petition Process.</p>	<p>50% If the Faculty Member remains employed with the University for more than two years, but less than three years after Northern Michigan University has initiated the I-140 Immigrant Petition Process, then the Faculty Member must pay back 50% of all Legal Fees, Costs, and Filing Fees (including Premium Processing Filing Fees) paid by Northern Michigan University on Employee's behalf towards the I-140 Immigrant Petition Process, and/or the I-485 Adjustment of Status and/or DS-260 Immigrant Visa application process.</p>
<p>More than three (3) years from initiation of the I-140 Immigrant Petition Process.</p>	<p>0% If the Faculty Member remains employed with the University for more than three years after Northern Michigan University has initiated the I-140 Immigrant Petition Process, then the Faculty Member is not required to pay back any allowable costs.</p>

If any term of this Agreement is deemed invalid or unenforceable, the remaining terms remain in full force and effect.

By signing below, Faculty Member and Northern Michigan University acknowledges he/she understands the reimbursement policy and agrees to the terms.

<p>Northern Michigan University, Provost and Vice President for Academic Affairs</p>	<p>Faculty Member</p>
<p>By: Kerri D. Schuilling, Ph.D., CNM, FACNM, FAAAN</p>	<p>By: Faculty Member</p>
<p>Date:</p>	<p>Date:</p>