STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 DON GASPAR
SANTA FE, NEW MEXICO 87501-2786
Telephone (505) 827-5800
www.ped.state.nm.us

RYAN STEWART, ED.L.D.
SECRETARY DESIGNATE OF EDUCATION

MICHELLE LUJAN GRISHAM
GOVERNOR

September 27, 2019

Mr. Daniel Ewert
Cultural Vistas, Inc
233 Broadway Suite 2120
New York, NY 10279

Re: Letter of No Objection

Dear Mr. Ewert:

This Letter of No Objection serves as notice that the New Mexico Public Education Department (NMPED) has no objection to the placement of properly qualified and licensed international teachers in schools in New Mexico by Cultural Vistas, Inc. The NMPED recognizes that Cultural Vistas, Inc. is designated by the U.S. Department of State as an Exchange Visitor Program Sponsor in the Teacher Category, and understands that Cultural Vistas, Inc. will conduct the Exchange Teacher Program in accordance with 22 CFR Part 62.

This letter of No Objection automatically expires as of December 20, 2019, or as of the date of the expiration of Cultural Vistas, Inc.'s letter of designation of sponsorship received from the U.S. Department of State, whichever is earlier. **Such expiration is automatic without further notice required.** In no event will this Letter of No Objection extend beyond December 20, 2019.
This Letter of No Objection does not constitute an endorsement of any organization by the NMPED. All contractual obligations lawfully undertaken between the international teachers, the school districts, and the schools, are separate from and independent of this Letter of No Objection, and expiration of the Letter of No Objection is not intended to cancel any such contractual obligations already incurred.

Sincerely,

Seana C. Flanagan
Director, Educator Quality Division

July 3, 2019

Seana Flanagan
Director, Education Quality Division,
New Mexico Public Education Department
300 Don Gaspar
Santa Fe, NM 87501

Dear Seana,

Cultural Vistas, Inc. is pleased to apply for a Letter of No Objection from the New Mexico Public Education Department as a J-1 Exchange Visitor Program sponsor for the 2019-2020 school year. Founded in 1963, Cultural Vistas is a nonprofit exchange organization promoting global understanding and collaboration among individuals and institutions. We develop international professional experiences that create more informed, skilled, and engaged citizens. Our programs empower people to drive positive change in themselves, their organizations, and society.

Please find the following documents enclosed:

- NMPED Application
- U.S. Department of State Re-designation letter
- Partner organization fee addendum

Please do not hesitate to contact me if you have any questions. Thank you in advance for your time and consideration.

Sincerely,

DANIEL EWERT
Vice-President| Program Research and Development
Responsible Officer
Cultural Vistas, Inc.
+1 (202) 545-6765
dewert@culturalvistas.org

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KAREN TRUJILLO, PH.D.
SECRETARY OF EDUCATION

MICHELLE LUJAN GRISHAM
GOVERNOR

Application for Requesting a Letter of No Objection
for J1 Visa Sponsors & Recruiters/Placement Agencies
June 7, 2019 Form Amended June 25, 2019

All Applications for Requesting a Letter of No Objection for J1 Visa Sponsors shall be evaluated for compliance with 22 CFR, Part 62; current United States Department of State Bureau of Educational and Cultural Affairs Private Sector Exchange Guidance Directives; and the requirements herein. The New Mexico Public Education Department ("PED") may request additional documentation prior to completing evaluation of the Application. Only complete Applications will be evaluated. **Any Letters of No Objection issued as a result of a successful submission of this Application shall expire on December 20, 2019.**

Please email the completed Application and supporting documentation to Seana C. Flanagan, Director, Educator Quality Division, New Mexico Public Education Department, at Seana.Flanagan@state.nm.us.

I. NAMES AND CONTACT INFORMATION

Please provide the following information about the Applicant.

Name of Applicant (Individual or Entity): Cultural Vistas, Inc.

Business Address of Applicant: 233 Broadway, suite 2120, New York, NY 10279

Business Type (S Corp, LLC, LLP, 501(c)(3), etc.): 501(c)(3)

Federal Tax ID / Employer Identification #: 136199596

Name of Parent Corporation (if applicable):

Name and Job Title of Responsible Officer with Authority to Sign this Application:

Dan Ewert, Vice-President, Program Research and Development

Physical Address, Telephone Number, Email Address of Responsible Officer:

1250 H St NW, 300, Washington, DC 20005; dewert@culturalvistas.org; 202-545 -6765

Name and Job Title of Individual Completing this Application:

Dan Ewert, Vice-President, Program Research and Development

Physical Address, Telephone Number, Email Address of Individual Completing this Application:

1250 H St NW, 300, Washington, DC 20005; dewert@culturalvistas.org; 202-545 -6765

II. ACKNOWLEDGEMENT REGARDING LETTERS OF NO OBJECTION

With my signature below, I, Daniel Ewert, acknowledge the following:

- PED is not obligated to issue a Letter of No Objection.
- The Applicant is not entitled to receive a Letter of No Objection.
- Any Letters of No Objection issued prior to 2019 either have been rescinded prior to June 7, 2019 or are hereby rescinded and considered null and void as of June 7, 2019, whichever is earlier. Any lawful actions undertaken prior to this rescission by recipients of pre-2019-issued Letters of No Objection will not be affected by this rescission.
- The purpose of the Letter of No Objection is the facilitation of the U.S. Department of State's promotion of an educational and cultural exchange through the placement of J1 visa teachers in U.S. schools. (See U.S. Department of State Bureau of Educational and Cultural Affairs Private Sector Exchange Guidance Directive 2019-01). Any actions by the Applicant in contravention of 22 CFR, Part 62 or current U.S. Department of State Bureau of Educational and Cultural Affairs Private Sector Exchange Guidance Directives shall be reported by the PED to the U.S. Department of State, the New Mexico Attorney General, and other federal and state authorities; shall result in automatic rescission of a Letter of No Objection; and may render the Applicant ineligible to apply in the future for a Letter of No Objection.

Responsible Officer's Signature: Date: 7-2-19

III. ACKNOWLEDGEMENT REGARDING TEACHER INTERVIEWS

With my signature below, I, Daniel Ewert, acknowledge the following:

- J1 visa teachers may be interviewed and surveyed about their experiences as J1 visa teachers and their experiences with the Applicant and the Applicant's partnering entities, if applicable.
- J1 visa teachers shall not be subject to retaliation, sanction, abridgement of speech, or elimination from the Applicant's services on account of the J1 visa teachers participating fully in any such interviews or surveys.
- Any violation of this Acknowledgement shall be reported by the PED to the U.S. Department of State, the New Mexico Attorney General, and other federal and state authorities; shall result in automatic rescission of a Letter of No Objection; and may render the Applicant ineligible to apply in the future for a Letter of No Objection.

Responsible Officer's Signature: Date: 7-2-19

IV. ACKNOWLEDGEMENT OF PUBLIC RECORD

With my signature below, I, Daniel Ewert, acknowledge the following:

- This Application, and any attachments, are public records that may be disclosed, disseminated, and published by the PED.
- A Letter of No Objection, and any attachments, are public records that may be disclosed, disseminated, and published by the PED.
- A Letter of Rescission, and any attachments, are public records that may be disclosed, disseminated, and published by the PED.

Responsible Officer's Signature: Date: 7-2-19

V. SPONSORSHIP AND PARTNER INFORMATION

With my signature below, I, Daniel Ewert, attest that the below-provided answers and information are current and accurate:

Does the Applicant hold a J1 and J2 Visa Sponsor Designation from the U.S. Department of State

- [x] Yes
- [ ] No

If the Applicant is not a U.S. State Department Designated Sponsor ("Sponsor"):

- [ ] Is the Applicant a Recruiter or Placement Agency?
  - Yes
  - No – if the answer is no, please:
    - Describe in detail the reasons why you are submitting this Application:
    - Describe the services you provide with regard to J1 visa teachers

- [ ] Please provide the following information regarding the Sponsor:
  - Name:
  - Address:
  - Responsible Officer:
  - Applicable dates of the Sponsor's Letter of Designation:
    - Date of Issuance of current designation:
    - Date of Expiration of current designation:

If the Applicant is a U.S. State Department Designated Sponsor ("Sponsor"):

- Does the Sponsor work with a Recruiter or Placement Agency?
  - Yes – if the answer is Yes, please provide the following information:
    - Name of Recruiter/Placement Agency #1:
      TEACH-USA, LLC
    - Address, Email Address, Phone #:
      4029 Desert Willow Drive NE, Rio Rancho, NM 87144, 504-908-7361 info@teach-usa.net
    - Responsible Officer: Gemma Hilotin
      TEACH-USA staff are not employed by Cultural Vistas and do not receive compensation.
    - Name of Recruiter/Placement Agency #2:
    - Address, Email Address, Phone #:
    - Responsible Officer:
    - Name of Recruiter/Placement Agency #3
    - Address, Email Address, Phone #:
    - Responsible Officer:

(Attach additional pages if necessary)

PLEASE ATTACH THE FOLLOWING DOCUMENTATION:

- **The Sponsor's Letter of Designation from the U.S. Department of State**

Responsible Officer's Signature: Date: 7-2-19

VI. FEES CHARGED FOR J1 AND J2 VISA SERVICES - DISCLOSURE, ACKNOWLEDGEMENT & ATTESTATION

With my signature below, I, Daniel Ewert :

- Acknowledge that, for purposes of this section:
  - "Fees" includes and is not limited to any type of payments, costs, reimbursements, governmental filing fees, finders fees, recruiting fees, transfer fees, document replacement fees, record fees, surcharges, late charges, fines, and fees paid to third parties, including third-party recruiters, paid to anyone and by anyone, for J1 and J2 visa services
  - "Complete and accurate" means that:
    - the Applicant's disclosure of fees is exhaustive
    - no other fees are payable by or on behalf of a J1 visa teacher or a J2 visa holder, regardless of whether the fees are payable:
      - to Applicant or a third party
      - by the J1 visa teacher or J2 visa holder or another person or entity
      - domestically or internationally
- Acknowledge that the Applicant has an ongoing duty to disclose complete and accurate fees at the time of Application and for the duration of the term of any Letter of No Objection issued
- Acknowledge that incomplete or inaccurate disclosures of fees:
  - If discovered by PED at the time of processing the Application, will result in the non-approval of the Application
  - If discovered after the issuance of a Letter of No Objection, will be reported by the PED to the U.S. Department of State, the New Mexico Attorney General, and other federal and state authorities; shall result in automatic rescission of a Letter of No Objection; and may render the Applicant ineligible to apply in the future for a Letter of No Objection.

Responsible Officer's Signature: Date: 7-2-19

A. FEES FOR SPONSORSHIP REQUIREMENT SERVICES

With my signature below, I, Daniel Ewert :

- Attest that I am disclosing below a complete and accurate description of fees charged for sponsorship requirement services pursuant to 22 CFR, Part 62 and United States Department of State Bureau of Educational and Cultural Affairs Private Sector Exchange Guidance Directive 2019-1 and listed at https://j1visa.state.gov/programs/teacher/#program-sponsors.

	Amount of Fee in US $	Description of Fee	Fee is Paid to Whom?	Fee is Paid by Whom?	One-time or recurring / annual / periodic fee
1	$1750-3400	Providing a U.S. Form DS-2019 for the J1 visa teacher	CV	Teacher/School	One-time
2	$500	Providing a U.S. Form DS-2019 for the J2 visa holder	CV	Teacher/School	Per request
3	$220	Collecting Student and Exchange Visitor Information System Fee for U.S. Department of Homeland Security	CV	Teacher/School	One-time
4	$included In #1	Providing guidance to the teacher or family member for obtaining the J1 or J2 visa from the U.S. Consulate			

5	$5700 inclusive fee	Obtaining copies of teachers' diplomas and teaching certificates and providing them to employers upon request, including translations and foreign equivalencies if requested (same as 4 otherwise)	Teach-USA	Teacher	One-time
6	$ #1	Screening for English language proficiency			
7	$5700 inclusive fee	Ensuring the J1 visa teachers are eligible for a New Mexico teacher's license	Teach-USA	Teacher	One-time
8	$5700 inclusive fee	Obtaining background checks and providing to the employer copies of background check reports	Teach-USA	Teacher	One-time
9	$ #1	Providing guidance for obtaining a Social Security Number			
10	$ #1	Providing guidance for obtaining a federally insured bank or credit union account			
11	$ #1	Providing guidance regarding on cost of living			
12	$ 5700 inclusive fee	Providing guidance about local public transportation options and driver's license requirements	Teach-USA	Teacher	One-time
13	$55/95 per month individual; 510/mo Family	Ensuring J1 teachers are covered under the medical ~~and dental~~ insurance policies of the employer or the Applicant	CV	Teacher/School	Periodic
14	$	Providing culturally relevant programing			
15	$ #1	Ensuring access to cultural enrichment activities in New Mexico and United States			
16	$	Delegating services to, and charging fees for services performed by, a third party and/or recruiter for any service, including fees listed above. Indicate service and cost amount in the lines that follow, attaching additional pages if necessary.			
17	$100	Additional fee: Replacement DS-2019	CV	Teacher/School	Per request
18	$500	Additional fee: Expedite application/extension	CV	Teacher/School	Per application
19	$825-1950	Additional fee: Extension fee	CV	Teacher/School	Per request
20	$30	Additional fee: Travel Validation	CV	Teacher/School	Per request
21					

Please feel free to aggregate the above-listed fees if, for instance, one fee is provided for multiple sponsorship requirement services.

If there are any services listed above that are not provided by the Applicant or a third party, then please describe in detail the reasons:

Please attach additional pages as required.

Responsible Officer's Signature: _____ Date: 7-2-19

B. FEES FOR ADDITIONAL SERVICES

With my signature below, I, Daniel Ewert :

- Attest that I am disclosing below a complete and accurate list of fees for additional services that are not required by the U.S. Department of State for Designated Sponsors under 22 CFR, Part 62 and current U.S. Department of State Bureau of Educational and Cultural Affairs Private Sector Exchange Guidance Directives. These fees for additional services are charges for services that may be provided by a Designated Sponsor, a recruiter/placement agency, a partnering entity, the employer, a community member, or another third party. For purposes of this section:
    - These fees for additional services may include, and are not limited to, for example:
        - Airfare to and from the teacher's home country
        - Transportation to host community and temporary lodging upon arrival in host community
        - Housing-location assistance or long-term housing arrangement
        - Local transportation assistance and assistance obtaining a New Mexico driver's license
        - Health, disability, and life insurance
        - Repatriation assistance
        - Emergency healthcare assistance
        - Customer service support for J1 visa teachers and J2 visa holders and employers for the duration of their visa

	Amount of Fee in US $	Description of Fee	Fee is Paid to Whom?	Fee is Paid by Whom?	One-time or recurring / annual / periodic fee
1	$700	Evaluation, Background Check and Licensing	Teach-USA	Teacher	One-time
2	$5000	Pre-Screening and Collaboration Facilitation			
3		Interview Scheduling Facilitation			
4		Initial Visa Facilitation, Processing and Support			
5		Airport Transport and Services			
6		Initial Transport to Location upon arrival			
7		Online Community and Support (Facebook)			
8		Online Professional Development and Support			
9		Initial Housing and Transportation			
10		Professional Placement Representation and			
11		Administrative, Miscellaneous and Technical Support			
12	$5700 total	All-inclusive package			
13					
14					
15					
16					
17					
18					
19					
20					

Please do not aggregate fees and services for purposes of completing this disclosure of fees for additional services.

Please attach additional pages as required.

Responsible Officer's Signature: Date: 7-2-19

VIII. CONFLICT OF INTEREST ATTESTATIONS

With my signature below, I, Daniel Ewert

- Attests that the Applicant has complied with, and will continue to comply with, all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

- Attests that, currently, for the past twelve months, and until the expiration of a Letter of No Objection, it does not have, has not had, and will not have, any, financial interest, direct or indirect, which would conflict in any manner or degree with the provision of services to J1 visa teachers; their family members receiving J2 visas; school districts; charter schools; and other public schools. Without in any way limiting the generality of the foregoing, the Applicant specifically represents and warrants that:

  1) The Applicant does not employ, has not employed, and will not employ, a PED public officer or PED employee, school district or school employee, local school board member, charter school employee, or charter school governing body member.

  2) The Applicant is not, has not been, and will not be a PED public officer or PED employee, school district or school employee, local school board member, charter school employee, or charter school governing body member.

  3) No PED public officer or PED employee, no school district or school employee, no local school board member, no charter school employee, and no charter school governing body member is an immediate family member of the Applicant or the applicant's officers, agents or employees. "Immediate family member" means mother, father, daughter, son, sister, brother, wife, husband, or domestic partner.

  4) No PED public officer or PED employee, no school district or school employee, no local school board member, no charter school employee, and no charter school governing body member has, has had, or will have, a financial interest in the Applicant.

  5) The Applicant is not being represented, has not been represented, and will not be represented by, a person who has been a public officer or employee of the State, a school district or school employee, a local school board member, a charter school employee, or a charter school governing body member.

  6) The Applicant is not being assisted, has not been assisted, and will not be assisted, in any way, regarding the placement of J1 visa teachers in New Mexico public schools, by a public officer or employee of the State, a school district or school employee, a local school board member, a charter school employee, or a charter school governing body member.

  7) Neither the Applicant nor any of the Applicant's officers, agents and employees, or their immediate family members, is, has been, or will be a legislator.

  8) No legislator or immediate family member of a legislator has, has had, or will have a substantial financial interest in the Applicant.

  9) Neither the Applicant nor any of the Applicant's officers, agents and employees, or their immediate family members, is contributing, has contributed, or will contribute, anything of value to a PED public officer or PED employee, school district or school employee, local school board member, charter school employee, or charter school governing body member.

- Acknowledge that the Applicant has an ongoing duty to inform the PED of any changes to the attestations in this section.

- Acknowledge that any inaccuracies and any failure to inform the PED about changes to the attestations in this section shall be reported by the PED to the U.S. Department of State, the New Mexico Attorney General, and other federal and state authorities; shall result in automatic rescission of a Letter of No Objection; and may render the Applicant ineligible to apply in the future for a Letter of No Objection.

Responsible Officer's Signature: Date: 7-2-19

*Once the non-refundable Application processing fee is received by PED, it will not be refunded for any reason.

United States Department of State

Bureau of Educational and Cultural Affairs
Washington, D.C. 20547

www.state.gov

October 23, 2017

Mr. Daniel Ewert
Vice President
Cultural Vistas, Inc.
440 Park Avenue South, 2nd Floor
New York, New York 10016

Dear Mr. Ewert:

The U.S. Department of State is pleased to inform you that **Cultural Vistas, Inc.** is re-designated as a sponsor of an exchange visitor program in accordance with the administrative regulations issued under the Mutual Educational and Cultural Exchange Act of 1961 (Public Law 87-256, also known as the Fulbright-Hays Act). The program is identified as Exchange Visitor Program No. . This number is to be used in all communications to identify the program to the Department of State and the Department of Homeland Security. The following information is provided to assist you in the administration of your program:

Approved Category on Form DS-2019: Teacher
Annual Report Due Date: Academic Year – July 31

The sponsor of an exchange visitor program is contributing to educational and cultural exchange as authorized by the Fulbright-Hays Act, the objective of which is to increase mutual understanding between the people of the United States and the people of other countries and to assist in the development of friendly, sympathetic, and peaceful relations between the United States and other nations. This objective is best met by ensuring that participants in the exchange visitor program return abroad to exercise the skills and knowledge acquired in the United States thereby strengthening the ties and communications that unite us with the other nations of the world.

In addition, reciprocity is an integral component of the exchange visitor program and sponsors are required to make every effort to achieve the fullest possible reciprocity [22 CFR 62.8(c)]. Given this objective, many participants in any exchange visitor program may be subject to the provisions of Section 212(e) of the Immigration and Nationality Act, as amended. For further details, see Section 22 CFR 41.63.

You are listed in the Department's records as the Responsible Officer (RO). are listed as the Alternate Responsible Officers (AROs) for this program. The RO and AROs are the only officials authorized to sign the issued Form DS-2019. These individuals are also the only officials with whom this office conducts business regarding this program. All communications originating from this program must be submitted and signed by the RO or the AROs.

22 CFR Part 62.11 of the Department's administrative regulations outlines the duties of the Responsible Officer. These regulations also apply to the Alternate Responsible Officers, who assist the RO in the administration of the Program. The RO is ultimately responsible for ensuring that the Program is administered according to the Department's regulations and the Student and Exchange Visitor Information System (SEVIS). Some of the duties are:

a) training and supervision of the Alternate Responsible Officer(s);
b) ensuring that Forms DS-2019 are issued responsibly;
c) ensuring that Forms DS-2019 are signed in blue ink;
d) ensuring that the SEVIS Sponsor Profile is updated to reflect any changes in address, telephone number, fax number, and email addresses of RO and ARO(s);
e) validating the arrival and participation of each exchange visitor in your program;
f) requiring that all exchange visitors have health/accident insurance for themselves and any dependents;
g) ensuring that an exchange visitor's stay in the U.S. does not exceed the set time limit for his/her category; and
h) meeting all requirements set forth in the Exchange Visitor Program regulations, such as submitting an annual report.

Please read and acquaint yourself with the regulations governing the Exchange Visitor Program and your facilitation of exchange activities. The Exchange Visitor Program Code of Federal Regulations, SEVIS User Manuals (two volumes), and Department Guidance Directives are available from our website at http://j1visa.state.gov. It is important that you take the time to read these documents. If you have any questions, please call the Office of Designation, Private Sector Programs Division, at 844-300-1824.

Your designation has been extended for a period of **two years** from the most recent date of re-designation noted in SEVIS. You are responsible for applying for re-designation no more than six months and no fewer than three months before the designation expiration date [22 CFR §62.7(a)]. Designation as a sponsor does not imply approval, sponsorship or promotion of your organization by the U.S. Government and should not be so implied in advertisements, business cards, websites, etc.

Thank you for your interest in and support of international educational and cultural exchange.

Sincerely,

G.K. Saba
Director, Policy & Program Support
for Private Sector Exchange

TEACH-USA, LLC.
SERVICES AND FEES FOR J1 VISA TEACHERS

TEACH-USA SERVICES	TEACHER'S FEES
Preparation Stage: a) Facilitation for Credential Evaluation, FBI Background Check and NMPED Teaching license	$400 for evaluation. $300 for license and background check. **Total $700 for Preparation Stage.** (Payments are made via international wire transfer)
General Teach-USA Facilitation Services: a) Pre-Screening and Collaboration Facilitation b) Professional Placement Representation and Facilitation c) Interview Scheduling Facilitation d) Initial Visa Facilitation, Processing and Support e) Airport Transport and Services f) Initial Transport to Location g) Initial Housing and Carpool Resources and Information h) Initial Guidance on Community Resources (including guidance on securing social security, bank account, etc). i) Online Community and Support (including guidance on cultural relevant programs) j) Real-time Online Professional Development and Orientation k) Administrative, Miscellaneous and Technical Support. See **https://www.teach-usa.net/initial-requirements**	$2500 Down Payment (after approval of US Visa with the US Embassy in the Philippines) and $2500 (payable for 6 months after the first month's salary in the US - $416.67 monthly for 6 months). **Total $5000 for Services Fee.** (Payments could be made via Bill.com, post-dated checks, Zelle or Cash)
Plane Tickets and Personal Allowances	Teachers are responsible for their US plane tickets and personal allowances.

Maria Gemma Hilotin
4029 Desert Willow Dr. NE Rio Rancho, NM 87144
504-908-7361
gemma@teach-usa.net