

Organizing for Settlement Fund Policy



Education Minnesota Organizing
for Settlement Fund Committee
41 Sherburne Ave., St. Paul, MN 55103
Last amended: August 2, 2024



**THE VOICE FOR PROFESSIONAL
EDUCATORS AND STUDENTS**

Important Information to Remember:

- The request for an Organizing for Settlement assessment should be made to the Education Minnesota president, **President.Denise.Specht@edmn.org**.
- All correspondence related to the local's OFS will be sent to the local president, treasurer, and field staff.
- The loan application should be sent to Janel Engesser at **OFS@edmn.org**.
- **The loan amount will be deposited directly in the local's account via ACH.**
- Any unused funds, the financial report, and **copies** of the itemized receipts should be mailed to:

Education Minnesota
Organizing for Settlement Fund
41 Sherburne Ave
St. Paul, MN 55103

OR

The financial report and **copies** of the itemized receipts can be emailed to **OFS@edmn.org**.

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1. Introduction

The Education Minnesota Organizing for Settlement (OFS) Fund represents a commitment to assist local/state affiliates and members during protracted bargaining and strikes. Affiliates include any Education Minnesota local/state affiliate organization organized under and functioning within the Constitution and Bylaws of Education Minnesota.

The Organizing for Settlement (OFS) Fund is intended to assist members and local/state affiliates in collective bargaining crises. The Organizing for Settlement (OFS) Fund shall not be considered a source of revenue for routine expenditures.

Requests for Organizing for Settlement (OFS) Fund assistance will always be reviewed keeping in mind the assets of the fund at the time the request is made. Each request received shall be reviewed on its merits relative to the guidelines.

No grant is considered to be precedential.

The Organizing for Settlement (OFS) Fund's policies and this handbook's guidelines are developed to help Education Minnesota, the Organizing for Settlement (OFS) Fund Committee and affiliates determine how Organizing for Settlement (OFS) Fund monies should be disbursed.

2. Education Minnesota Organizing for Settlement (OFS) Fund Policies and Guidelines

A. Education Minnesota Bylaws

The Organizing for Settlement (OFS) Fund is established in the Education Minnesota Bylaws as follows:

Article II, Section 3. Assessments: The Governing Board shall establish, maintain and administer guidelines for each assessment. Such assessments shall not be subject to reduction by any other provision of these Bylaws. The following annual assessments shall be collected from all active members:

- Organizing for Settlement (OFS) Fund. The assessment shall be seven dollars (\$7.00) per member.

B. Organizing for Settlement (OFS) Fund Committee

1. Chairperson: The chairperson will be appointed by the Education Minnesota president and approved by the Education Minnesota Governing Board.
2. Other committee members: The president will appoint committee members subject to the approval of the governing board.
3. Function: The Organizing for Settlement (OFS) Fund committee will:
 - I. Review all applications.
 - II. Take action on all loans under \$40,000.00.
 - III. Make recommendations to the governing board for all loans \$40,000.00 and over.
 - IV. Review all expenses and receipts.
 - V. Make recommendations to the governing board for all grants.
 - VI. Make policy recommendations to the governing board regarding use of funds.
4. If a committee member is unable to continue, either by resignation or as indicated by the inability to participate in a significant number of votes, a new appointment will be made by the Education Minnesota president to the Education Minnesota Governing Board to fill the position for the remainder of the term.

C. Types of Loans and Grants

1. The Education Minnesota Organizing for Settlement (OFS) Fund may be used for the following:
 - I. A direct grant and/or loan to an Education Minnesota local/state affiliate for unusual contract negotiation expenses.
 - II. A direct grant or loan to an Education Minnesota local/state affiliate on strike.
 - III. A loan and/or loan guarantee to Education Minnesota members, who are participants in the Organizing for Settlement (OFS) Fund, who are on strike.
 - IV. A direct grant and/or loan for aid for sympathetic groups honoring a strike, or another local bargaining unit strike.
2. A grant for support of an educational bargaining unit on strike in another jurisdiction or another state, or to support any other union on strike, is the sole purview of the Education Minnesota Governing Board. The following guidelines will be used:
 - I. Formal note of support will be made upon notice of the strike.
 - II. For strikes lasting at least three (3) work days, consideration for financial support will be made at the end of the fifth (5) work day of the strike, if determined a donation would be accepted. The level of donation would be

\$2.00 per member with a minimum donation amount of \$1,000.00 to a maximum amount of \$10,000.00. For ongoing strikes, additional donations can be considered.

3. Education Minnesota's Assessment Team Information

A. Settlement Assessment Team Responsibilities

1. The Organizing for Settlement (OFS) Fund chair or designee will work with designated Education Minnesota staff to organize the assessment meeting. The assessment should be conducted as soon as possible.
The assessment team should be the Organizing for Settlement (OFS) Fund chair or governance designee, an assigned field staff and any other necessary staff. An Education Minnesota Governing Board member and/or Organizing for Settlement (OFS) Fund Committee member will attend the settlement assessment meeting when possible.
2. The assessment team will review all pertinent data related to the issues in dispute and the negotiations process to date.
3. The team will also review all aspects of the local/state affiliate's bargaining assessment program including its organizational structure, budget, internal communications, external public relations, political action and all other elements that may be necessary.
4. A written summary of the findings and recommendations should be filed with the designated Education Minnesota staff within 90 calendar days (including weekends and holidays) after conclusion of the assessment.
5. The expenses for the staff members of the assessment team shall be borne by their expense accounts. The expenses of the Education Minnesota members of the assessment team shall be borne by the Organizing for Settlement (OFS) Fund.

B. Procedures for Conducting a Settlement Assessment

1. The settlement assessment team must include a minimum of three members including a local executive officer.
2. The settlement assessment meeting will be conducted by the assessment team with the chairperson presiding, at which the representatives of the local/state affiliate and the field staff person shall present to the team all relevant information on the following:
 - I. History of bargaining in the district.
 - II. History of bargaining in the district for the current year.
 - III. Analysis of the immediate past master contract.
 - IV. Analysis of the financial condition of the district.
 - V. Analysis of employer/local affiliate relationships on non-bargaining issues.
 - VI. Assessment of employer/administrative personnel.
 - VII. Assessment of local/state affiliate structure and program.
 - VIII. Review of internal and external public relations efforts.
 - IX. Review of internal and external political action efforts.
 - X. Readiness of local/state affiliate for strike.
 - XI. Other pertinent data.
3. The assessment team may request such information as it deems necessary to write its own report and make its recommendations.
4. The assessment team may, on its own volition, make surveys, conduct interviews or engage in other such assessments as it deems necessary.

5. The assessment team will prepare a written report concerning the status of the local/state affiliate. The written report shall include findings and recommendations related to settlement organizing and strike action.
6. The written report will be submitted within 90 calendar days (including weekends and holidays) after the conclusion of the assessment to designated Education Minnesota staff. Team recommendations for the affiliate should be communicated back to the local in a timely manner.
7. The field staff person assigned to the local/state affiliate involved will be responsible for making all physical arrangements for the settlement assessment and for the team members.

C. Procedures for Approving Loans and Grants

1. Each loan request received shall be reviewed on its merits relative to the guidelines. No grant is considered to be precedential.
2. Loan requests less than \$40,000.00: The Organizing for Settlement (OFS) Fund Committee will review an affiliate's settlement budget and the manager's written report and will vote to approve or deny the loan request.
3. Loan request \$40,000.00 or more: The Education Minnesota Governing Board will approve loan applications of \$40,000.00 or more.
4. Loans in excess of \$100,000.00 will be dispersed in increments of up to \$100,000.00 at a time. If a loan exceeds \$100,000.00, the initial \$100,000.00 will be deposited in the local's account via ACH. The local is responsible for notifying OFS when the initial amount is nearly depleted to receive the next disbursement.
5. The affiliate settlement budget can be amended as long as the amounts stay within the acceptable use guidelines. However, if an affiliate finds it necessary to increase the overall budget amount in excess of 10 percent, advance approval is required by notifying the Organizing for Settlement (OFS) Fund Committee of the intent and to secure its approval.
6. Upon receipt of the final expense report (expense listing and **photo copy of actual itemized receipts**), the Organizing for Settlement (OFS) Fund Committee will send a recommendation to the Education Minnesota Governing Board to convert 80 percent of the total approved expenses to a grant. Twenty percent of the approved expenses will be paid by the affiliate. In no case will Organizing for Settlement (OFS) Fund assistance exceed 80 percent of the total cost incurred as determined by the final financial report.

In an effort to ensure that each local has a base amount of money to start the process of organizing for the settlement, the first \$250.00 of the final financial report will not be subject to the 80-20 percent cost sharing. The first \$250.00 will come from the Organizing for Settlement (OFS) Fund paid in full. For the remaining amount, in no case will the Organizing for Settlement (OFS) Fund assistance exceed 80 percent of the total cost incurred as determined by the final financial report.

7. Any affiliate that does not meet with the settlement assessment team prior to making expenditures for organizing activities is subject to the potential of a lower grant amount of 70 percent rather than 80 percent.
8. Once a loan has been finalized/closed out, the local is eligible to open a new loan no sooner than two (2) years before the expiration of the current contract.

4. Education Minnesota Local/Affiliate Information

A. Settlement Assessment Procedures

1. To apply for an Organizing for Settlement (OFS) Fund loan, the local/affiliate should request a settlement assessment meeting.
 - I. The request should be made in writing by the affiliate president to the Education Minnesota president, **President.Denise.Specht@edmn.org**.
 - II. The affiliate should seek advice and input of its assigned field staff person prior to requesting an assessment meeting.
 - III. Upon receipt of the request, Education Minnesota will arrange for the assessment to be conducted.
 - IV. Settlement assessment information will be emailed to the affiliate president prior to the meeting. This includes Settlement Assessment Checklist, Loan Application, Team Report, Expense Reporting Form, and Organizing for Settlement (OFS) Fund Handbook.
2. Pre-Assessment Meeting – Before the settlement assessment meeting takes place, the affiliate should:
 - I. Have a settlement committee in place.
 - II. Follow appropriate negotiations processes under the Public Employer Labor Relations Act.
 - III. Complete team report (emailed to affiliate president), including draft budget.
 - IV. Invite members to the assessment (affiliate governance, negotiators and settlement committee members).
3. Settlement Assessment Meeting:
 - I. Bring two copies of the team report and a copy of the local's constitution and bylaws.
 - II. Refreshments provided or meal expenses for the assessment will be paid by the Education Minnesota officer or staff in attendance of the assessment.
 - III. The Education Minnesota secretary-treasurer or Education Minnesota vice president, and Education Minnesota field staff member will attend the assessment.
 - IV. The Education Minnesota officer in attendance will chair the assessment meeting.
 - V. The Education Minnesota settlement assessment team will discuss the Organizing for Settlement (OFS) Fund's policies, internal and external negotiations/organizing issues and the affiliate's plans for settlement (including the use of the Organizing for Settlement (OFS) Fund).
4. Post-Assessment Meeting:
 - I. Finalize settlement action plan and budget.
 - II. Complete loan application.
 - III. Submit loan application to field staff.

NOTE: Intermediate Organizations are encouraged to offer opportunities for group settlement assessments when possible. The group assessment can be scheduled through IOs, field offices, at regional events and at statewide events such as Collective Bargaining and Organizing Conference, Summer Seminar, Political Conferences among others.

B. Use of Organizing for Settlement (OFS) Funds

1. Organizing for Settlement (OFS) Fund monies are only intended to be **used for unusual contract negotiation expenses** pursuant to this policy. Unusual expenses are those expenses not currently in the local's budget.
2. Funds may be used for mediation, arbitration, protracted negotiations and other Organizing for Settlement (OFS) events.

3. **Routine local/state affiliate costs** such as office expenses, negotiator or settlement committee honorariums, gifts, normal printing, postage, meeting expenses, negotiator or organizing (LCAT) team meals, gas/mileage, etc., should be anticipated by the local/state affiliate and are not covered by the Organizing for Settlement (OFS) Fund.
4. Funds may not be used to purchase alcohol/THC beverages, THC items, marijuana/edibles or lottery tickets.
5. Reimbursement Limitations
 - I. Unity apparel and branded wearables: the total cost of all unity apparel and branded wearable items (i.e. clothing, hats, scarves, mittens, etc.) purchased by a local/state affiliate shall be reimbursed by the Organizing for Settlement (OFS) Fund to a maximum cumulative reimbursement of \$50 per member of the local/state affiliate. The local/state affiliate assumes responsibility for 100 percent of the costs above this figure.

Example:

150 members x \$50.00 = \$7,500.00 maximum unity apparel/branded wearables

95 members x \$50.00 = \$4,750.00 maximum unity apparel/branded wearables
 - II. Non-consumable items not defined under unity clothing and apparels: the total cost of all non-consumable items that can be used beyond the organizing situation (i.e., coffee mugs, lanyards, stationery, etc.) purchased by a local/state affiliate shall be reimbursed by the Organizing for Settlement (OFS) Fund to a maximum cumulative reimbursement of up to \$25.00 per member of the local/state affiliate. The local/state affiliate assumes responsibility for 100 percent of the costs above this figure.

Example:

150 members x \$25.00 = \$3,750.00 maximum non-consumables.

95 members x \$25.00 = \$2,375.00 maximum non-consumables.
 - III. Items ordered for a community organizing events, such as buttons, bumper stickers, window clings and strike-support signs or banners shall not be subject to this maximum reimbursement restriction.
 - IV. Organizing events:
 - i. *An organizing event is any event wherein members are gathered with the purposed of advancing bargaining efforts.*
 - ii. *The costs of food and beverage related organizing events shall be reimbursed from the Organizing for Settlement (OFS) Fund to a maximum reimbursement of \$30.00 per member of the local/state affiliate in attendance at each event as indicated on the required sign-in sheets. At no time can a local exceed the maximum food allowance, but through the sign-in sheet and the itemized receipt, the amount can be trued up to account for additions or no-shows. The local/state affiliate assumes responsibility for 100 percent of the costs above the maximum.*
 - iii. *Such post-ratification events should take place within 60 calendar days (including weekends and holidays) of ratification to be included in the Organizing for Settlement (OFS) Fund loan/grant.*
 - iv. *Meal tips for dine-in and food trucks will be reimbursed to a maximum of 20% of the cost of the meal. Tips for delivery or pick-up food will be reimbursed to a maximum of 10% of the total bill.*
 - v. *If a tip is already included in the original receipt, no additional tip will be reimbursed.*
 - V. Gift Cards – the following conditions must be met when the local purchases gift cards:
 - i. *The number and dollar amount of the gift cards must be documented.*
 - ii. *A list of all gift card recipients must be documented.*
 - iii. *Gift cards are considered compensation by the Internal Revenue Service and accordingly must be added to all other income for 1099 purposes. (i.e. stipends, unvouchered expense reimbursements, etc.)*

- iv. *The number of gift cards purchased is limited to the lesser of 25 gift cards or 20 percent of your total active membership per bargaining cycle. **Maximum value of each gift card may not exceed \$20.00.***

Example:

45 members x 20%= 9 maximum gift cards

(of any value, not exceeding \$20.00)

650 members x 20%= 25 maximum gift cards

(of any value, not exceeding \$20.00)

6. Advertising activities must include a short rationale as to the value of the advertising and how it is moving the local forward in bargaining. Locals should prioritize businesses and organizations that are either unionized or are pro-union. The following criteria can be used to assess whether a partnership or financial arrangement is aligned with union values:
 - Does this business or organization support workers' rights to organize and collectively bargain?
 - Does this business or organization support educators and students in the community?
 - Does this business or organization's practices or positions on social issues conflict with those of the union?
7. Conference reimbursement may be submitted for consideration as part of your plan along with rationale. Locals must exhaust all Education Minnesota resources and conferences before requesting conferences outside Education Minnesota. There is a maximum of up to five members per conference.
8. Technology/Equipment reimbursements require prior approval and may be submitted for consideration as part of your plan along with the rationale as to why they are needed within the local.
9. When submitted in advance as part of an Organizing for Settlement (OFS) Fund loan application and approved by the Organizing for Settlement (OFS) Fund Committee, funds may be used to provide release time or a stipend for local/affiliate members **excluding those currently released** to coordinate/lead settlement organizing efforts on a temporary basis. Support provided to locals for internal organizers is limited in time to the duration of the current contract negotiations cycle. The costs of release time for members shall be reimbursed from the Organizing for Settlement (OFS) Fund up to a maximum reimbursement of \$20.00 per member of the local/state affiliate, subject to availability of Organizing for Settlement (OFS) Fund income for the given bargaining cycle.
10. **When locals experience protracted bargaining and there is a need for additional organizing after utilizing Education Minnesota staff, the local may submit a request for additional organizing help.**
11. New local/state affiliates bargaining their first collective bargaining agreement shall be reimbursed at 100 percent of the cost of wages lost because of negotiations during the duty day.
12. Bargaining During the School Day: Expenses of bargaining during the school day shall not be considered for reimbursement by the Organizing for Settlement (OFS) Fund unless all available contract leave has been exhausted.
13. Mediation Costs: Local/state affiliate costs for unusual mediation will be considered for Organizing for Settlement (OFS) Fund assistance based on local/state affiliate size, financial need and merit. Routine costs of mediation should be anticipated as a local/state affiliate expense and are not covered by the Organizing for Settlement (OFS) Fund.
14. Funds may be used for Local and Community Action Team (LCAT) training expenses beyond what is provided by Education Minnesota. Such expenses must comply with Organizing for Settlement (OFS) Fund policy.
15. Interest Arbitration Expenses
 - I. The local/state affiliate cost for interest arbitration will be paid in full by the Organizing for Settlement (OFS) Fund.
 - II. Interest arbitration expenses are not subject to the 80 percent reimbursement guideline. Reimbursable costs include the local/state affiliate's share of the arbitrator's bill, the expense of preparing the Education Minnesota arbitration brief (including any secretarial overtime), and any other appropriate expense related directly to the interest arbitration.

- III. Interest arbitration costs will be reimbursed only if the following obligations are met by the local/state affiliate:
 - i. *The local/state affiliate membership must approve a recommendation to request interest arbitration. The recommendation should be presented with the support of the local/state affiliate executive committee and negotiations team. Such a recommendation shall be presented for local/state affiliate approval only after consultation with the Education Minnesota field staff person, the Education Minnesota negotiations department, and an Education Minnesota manager. The recommendation will include the form of interest arbitration to be utilized by the parties.*
 - ii. *The local/state affiliate will pass the recommendation to proceed to interest arbitration by a two-thirds vote of the general membership unless otherwise specified in the local/state affiliate's constitution and bylaws (faculty representative assembly or other duly constituted body). This shall be at a meeting that has been called and publicized for this purpose.*
 - iii. *Final position for the local/state affiliate will be established by the local/state affiliate negotiations team and executive committee after consultation with the Education Minnesota field staff person and the Education Minnesota negotiations department.*
 - iv. *The local/state affiliate's brief will be prepared by the appropriate Education Minnesota staff. Education Minnesota will consult with the local/state affiliate's negotiations team, elected leaders and the Education Minnesota negotiations department during this process.*
 - v. *The local/state affiliate will provide in a timely manner all information necessary for the completion of the brief and materials for presentation at the arbitration hearing.*
 - vi. *The local/state affiliate's arbitration position will be presented by the appropriate Education Minnesota staff person(s) as determined by the director of field services.*
- 16. Payment of Insurance Premiums
 - I. A loan may be obtained by the local/state affiliate for the purpose of maintaining payment of contracted member insurance premiums such as health, dental, life and long-term disability during a strike.
 - II. Funds lent for this purpose must be repaid to the Organizing for Settlement (OFS) Fund in full within 60 calendar days (including weekends and holidays) of the conclusion of the settlement.
- 17. A loan for funds to assist another educational employee bargaining unit on strike in the district may be approved upon request by a local/state affiliate. Up to 80 percent of such costs will be considered by the Organizing for Settlement (OFS) Fund Committee if a minimum of 20 percent of the costs of such assistance is paid by the local/state affiliate.
- 18. Preliminary Assistance: Preliminary assistance may be lent based on a projected strike or settlement organizing budget submitted by the local/state affiliate.

C. Organizing for Settlement (OFS) Fund Loan Procedures

1. Finalize a settlement action plan and loan budget. The budget needs to include the following items: event/activity, brief description, projected itemized cost, total estimated cost, the purposed and ask of members (see Appendix 6 of the OFS Assessment Meeting Booklet).

2. Complete the loan application and mail it, along with the necessary information, to:

Education Minnesota
Organizing for Settlement Fund
41 Sherburne Ave.
St. Paul, MN 55103

OR

emailed to OFS@edmn.org.

The local has 90 calendar days (including weekends and holidays) to send in the loan application, budget, team report, and any other necessary information. If the paperwork is not submitted within 90 calendar days (including weekends and holidays), the application will be closed and the local will need to start the process of requesting an Organizing for Settlement (OFS) loan at the beginning by requesting a new assessment.

3. An affiliate must make formal application for a settlement assessment meeting before any Organizing for Settlement (OFS) Funds are disbursed to the local.
4. Unless otherwise specified in the guidelines, all funds will be forwarded in the form of a loan to the local/affiliate.
5. Upon approval, the loan amount will be deposited directly in the local's account via ACH.
6. The affiliate will be responsible for the administration, disbursement and accounting of the funds. Documentation, receipts and sign in sheets identifying participants from all organizing events should be kept for every loan expense. For verification purposed, stipend checks need to be for the amount of the OFS stipend only.

D. Post-Settlement and Grant Procedures

1. All unused funds from the loan shall be returned to the Organizing for Settlement (OFS) Fund within 60 calendar days (including weekends and holidays) of the ratification (by both the local/affiliate and administration) of the contract. For locals where there are multiple contracts within the local, the 60 calendar days (including weekends and holidays) begins after the ratification of the last contract within the local.
2. Within 60 calendar days (including weekends and holidays) of ratification of the contract, the local affiliate shall submit a financial report detailing all expenditures, supported with **clear, readable photocopies** of original, itemized receipts, stipend checks and sign in sheets or rosters. Expenses that lack proper documentation, or do not follow Organizing for Settlement (OFS) Fund policies, will not be reimbursed. An extension may be granted if circumstances make compliance difficult.

The unused portion of the loan and the financial report with **clear, readable photocopies** of original itemized receipts should be mailed to:

Education Minnesota Organizing for Settlement Fund
41 Sherburne Ave.
St. Paul, MN 55103

OR

emailed to OFS@edmn.org.

The local retains all original receipts for their records.

3. Before submitting the grant proposal to the committee, the lead officer from the settlement assessment will preview the grant and will include the supporting officer in the process.

4. Following review of the financial report for policy conformance, the Organizing for Settlement (OFS) Fund Committee will forward a recommendation to the governing board converting 80 percent of the total approved expenses to a grant. 20 percent of the approved expenses will be paid by the local/state affiliate.
5. In no case will Organizing for Settlement (OFS) Fund assistance exceed 80 percent of the total cost incurred as determined by the final financial report prepared at the conclusion of the settlement unless otherwise specified in the guidelines. Locals unable to pay their balance due in full may set up a payment plan with the Education Minnesota secretary-treasurer.
6. Costs incurred more than 60 calendar days (including weekends and holidays) after the ratification of the contract will ordinarily not be considered for reimbursement from the Organizing for Settlement (OFS) Fund. An extension may be requested.
7. Before a local will be considered eligible for accessing the Organizing for Settlement (OFS) Funds, the local must be current on any and all previous Organizing for Settlement (OFS) Fund loan amounts.

E. Strike Assistance

1. The local/state affiliate must complete an Organizing for Settlement (OFS) Fund settlement assessment meeting prior to making an application for Organizing for Settlement (OFS) Fund assistance.
2. A local/state affiliate contemplating a strike should consult with the appropriate Education Minnesota field manager for additional financial and staff assistance prior to the commencement of a strike vote.
3. Local Affiliate Strike Vote Prior to Receiving Assistance
 - I. Prior to receiving funds for a strike, the local/state affiliate must conduct a strike vote at a general membership meeting called expressly for that purpose. The vote shall be conducted by secret ballot. Two-thirds of the Education Minnesota membership must vote approval of a strike action.
4. Individual Member Loans
 - I. Education Minnesota members who are participants in the Organizing for Settlement (OFS) Fund and on strike may be eligible for loans and/or loan guarantees subject to the application procedures. The strike loan program is funded and administered by a financial institution and/or Education Minnesota. Education Minnesota will coordinate such administration. As with all loans processed by financial institutions, all loans are expected to be paid back. Should the member default on the loan, they will face all the financial consequences of a default loan.
 - II. Individual members must first apply for their loan through their local/state affiliate. If the local/state affiliate refuses to process the application, the individual member may appeal directly to the Organizing for Settlement (OFS) Fund Committee.
 - III. Loans during a strike may be received only after the fifth working day of the strike, but can be made retroactive to the first day of the strike.
 - IV. Personal loans will be processed by the financial institution and/or Education Minnesota through the local/state affiliate with the assistance of the Education Minnesota field staff assigned to the local.
 - V. Personal loans or loan guarantees from the Organizing for Settlement (OFS) Fund shall be outlined in the Education Minnesota Strike Loan Program document. This document will be made available through the Education Minnesota director of field services (see Appendix A for a sample).
 - VI. Education Minnesota, NEA, AFT Organizing for Settlement (OFS) Fund Strike Loan Program Policy (see Appendix B).

F. Appeal Process

1. A local has the right to appeal a denial of Organizing for Settlement (OFS) Fund money to the Education Minnesota president if a written request for appeal is submitted to the Education Minnesota president, President. Denise.Specht@edmn.org within 20 calendar days (including weekends and holidays) after the notice of the denial is mailed. This right of appeal is waived if not made in a timely manner.
2. An appeal must be in writing, signed by the local president, state the address and telephone number of the party, and contain a concise statement of the facts and reasons Education Minnesota should provide Organizing for Settlement (OFS) Fund money.

The appeal information should include:

- I. Copy of payment (cancelled check, non-itemized receipt etc.)
 - II. Paragraph stating in detail why original receipt cannot be obtained signed off by vendor, local president and local treasurer.
 - III. Signed Education Minnesota Organizing for Settlement (OFS) Fund Appeal Process form of intent to appeal.
3. The Education Minnesota president shall call a meeting of the Education Minnesota Executive Committee to hear and decide the appeal using the recommendation of the Organizing for Settlement (OFS) Fund Committee as a guide.
 4. The appealing party shall be notified of the date of the hearing and shall be allowed to submit written materials for the committee's consideration. The Organizing for Settlement (OFS) Fund chair shall be available to present rationale for the denial of Organizing for Settlement (OFS) Fund money.
 5. The decision of the executive committee shall be final and the appealing party shall be advised in writing of the decision.

1. What is a strike loan?

Education Minnesota has established a strike loan program in coordination with the American Federation of Teachers and the National Education Association. The strike loan program is administered by the financial institution and/or Education Minnesota. The purpose is to provide members actively participating in a work stoppage (e.g. participating in strike activities) with a source of funds to meet emergency cash needs during this "payless" period.

2. Do I pay interest on these loans?

No. Members' only obligation is to repay the amount borrowed. As part of the services provided by Education Minnesota, all interest is paid by Education Minnesota, AFT or NEA.

3. When will I be eligible to apply for a loan?

Only members of the union who actively participate in the strike are eligible for a loan. Union members will be eligible to submit a loan application on the day the strike commences. More specific information will be provided by the strike loan committee.

4. What happens if I default?

After the financial institution has sent out all loan notices for repayment, should the loan have gone into default status, the loan will be paid back by Education Minnesota and the borrower will receive a letter from Education Minnesota. As with all loans processed by financial institutions, all loans are expected to be paid back. Should the member default on the loan, they will face all the financial consequences of a default loan.

5. How much may I borrow?

Eligibility of up to a \$600 loan shall begin after the fourth scheduled working day missed. Thereafter, members shall be eligible to receive an additional loan for each 14 calendar days missed up to a maximum total loan of \$1,800 as listed in the table below.

Period	Day	Aggregate Amount Financed	Months to repay loan	Principal payment per month
1	5	\$600	4	\$150
2	19	\$1,800	8	\$225

6. Should I take advantage of this special program?

This program is designed to assist members who need funds during this period. Members should keep in mind the funds advanced to them under this program must be repaid and represent a contractual obligation by them.

7. How can I get a loan request form?

Loan request forms will be available to members through the local strike loan committee which will provide more specific information on dissemination of the funds.

8. What must I do?

A loan application through the financial institution and/or Education Minnesota will be submitted by the member. The strike loan committee will have more information regarding the loan application process as the strike date gets closer.

9. How long must I wait to receive the funds?

The processing of all applications should be completed and direct deposits made according to the schedule in the table detailing loan funds by the financial institution and/or Education Minnesota after receipt and verification of your application.

10. When will I need to start repaying my loan?

The first payment will be due 60 days after the earlier of (a) when a new contract is ratified with the school district or (b) when a majority of the membership returns to work. Subsequent monthly payments will be due on the same day of each succeeding month.

11. How long do I have to repay my loan?

All loans will be repaid in consecutive monthly installments as specified in the schedule in the chart accompanying item No. 5 of this brochure.

12. How will I know my monthly payment?

At the termination of the work stoppage, the financial institution and/or Education Minnesota will provide a complete summary of your loan, the amount of your monthly payment and an explanation of when your payments will be due. An explanation of the repayment process will be provided by the financial institution and/or Education Minnesota.

13. What if I decide not to borrow the first week?

If you decide not to borrow \$600 the first loan period, you will be eligible to borrow up to \$1,800 the second loan period. You do not waive your entitlement to this sum if you decide not to borrow during any particular loan period.

14. What happens if I miss the deadline for applying for a loan but still need a loan?

Members are requested to make arrangements to submit their loan applications at the times and dates specified by the local strike loan committee. If you miss the deadline, you may not submit a loan application until the next regularly scheduled loan period. Anyone experiencing a hardship by complying with this policy should contact their local strike loan committee.

15. What happens if a work stoppage terminates and then begins again the same fiscal year?

Eligibility will begin again on the same basis as allowed by the eligibility schedule listed under No. 5, up to a maximum of \$1,800.



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2/2024



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Organizing for Settlement Fund

*Questions and answers on
the Education Minnesota
strike loan program*



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Appendix B: Education Minnesota, NEA, AFT Organizing for Settlement (OFS) Fund Strike Loan Policy Program

1. Purpose: Education Minnesota adopts this Education Minnesota Organizing for Settlement (OFS) Fund Strike Loan Program Policy for the purpose of participating in the American Federation of Teachers Strike Loan Program and National Education Association Solidarity Loan Program by providing interest-free loans to Union members in good standing who have suffered temporary loss of pay and/or COBRA expenses as a direct result of a qualifying work stoppage.
2. Definitions: As used in this Policy, the following terms are defined as follows:
 - "Education Minnesota Organizing for Settlement (OFS) Fund Strike Loan Program Policy" refers to the program set forth herein, under which the Education Minnesota will arrange for and guarantee interest-free loans to be made to eligible Education Minnesota members affected by a qualifying work stoppage.
 - "Education Minnesota Policy" refers to the provisions and requirements of the Education Minnesota Organizing for Settlement (OFS) Fund Strike Loan Program as set forth in this document, and any and all amendments that the Education Minnesota may subsequently make thereto.
 - "AFT Strike Loan Program" refers to the program adopted by the American Federation of Teachers (AFT) setting forth the conditions under which the AFT may partially reimburse Education Minnesota for the expenditures it makes under its Education Minnesota Organizing for Settlement (OFS) Fund Strike Loan Program.
 - "AFT Strike Loan Policy" refers to the provisions and requirements of the AFT Strike Loan Program as set forth in the document adopted by the AFT Executive Council on May 12, 2021, and any and all amendments that the AFT Executive Council may subsequently make thereto.
 - "NEA Solidarity Loan Program" refers to the program adopted by the National Education Association (NEA) setting forth the conditions under which the NEA may partially reimburse Education Minnesota for the expenditures it makes under its Education Minnesota Organizing for Settlement (OFS) Fund Strike Loan Program.
 - "NEA Policy" refers to the provisions and requirements of the NEA Solidarity Loan Policy as set forth in the document adopted by the NEA Board of Directors on May 4, 2018, and any and all amendments that the NEA Board of Directors may subsequently make thereto.
 - "Strike Loan" refers to any loan, regardless of the amount, provided to an eligible member of Education Minnesota affected by a qualifying work stoppage, which Education Minnesota has guaranteed, and the interest on which Education Minnesota will pay, under the provisions and requirements of this Education Minnesota Policy.
3. Governing Documents: The Education Minnesota Organizing (OFS) for Settlement Fund Strike Loan Program shall be governed by, and conducted in accordance with the requirements set forth in, this Education Minnesota Policy, AFT Policy and the NEA Policy
4. Administration: Education Minnesota shall be solely responsible for administering the Education Minnesota Organizing for Settlement (OFS) Fund Strike Loan Program. The Education Minnesota Organizing for Settlement (OFS) Fund Strike Loan Program shall be administered by the Education Minnesota's elected officers, who may, in their discretion, delegate some or all of the administrative duties to one or more Education Minnesota employee(s), in which case the employee(s) shall provide regular updates to Education Minnesota's elected officers, including, but not limited to, the number, terms of, and cost associated with, the Strike Loans provided to Education Minnesota members.
5. Member Eligibility Requirements: No individual shall be eligible to receive any loan under this Education Minnesota Organizing for Settlement (OFS) Fund Strike Loan Program unless all of the following requirements are satisfied: (a) the individual must be a member in good standing of his or her local affiliate, Education Minnesota, AFT and the NEA, when the loan is requested, guaranteed, disbursed, and repaid, and all times in between; (b) the individual must have participated in all required picket or other strike obligations during the work stoppage, as these

obligations are determined, and as the individual's participation is verified, by his or her local affiliate; and (c) the local affiliate of which the individual is a member must also be in good standing with Education Minnesota, AFT and NEA when the loan is requested, guaranteed, disbursed, and repaid, and at all times in between.

6. Qualifying Work Stoppage: No Strike Loan shall be provided to any work stoppage that has not been duly authorized by the Education Minnesota local affiliate and/or has been expressly disapproved by Education Minnesota.
7. Solidarity Loans
 - The purpose of a Strike Loan shall be to provide financial relief to a Education Minnesota member in good standing who suffers losses during a qualifying work stoppage due to: (1) temporary loss of pay and/or (2) the cost of securing continuation health benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) due to the suspension of employer-provided health benefits.
 - In order to implement the Education Minnesota Organizing for Settlement (OFS) Fund Strike Loan Program, Education Minnesota may identify, vet, negotiate with, and secure from one or more lending institutions loans to individual eligible members affected by a qualifying work stoppage. The discharge of these and all other related functions related to the Education Minnesota Organizing for Settlement (OFS) Fund Strike Loan Program shall be the responsibility, and subject to the complete discretion, of Education Minnesota only, subject only to the requirements set forth in the Education Minnesota Policy, AFT Policy and the NEA Policy.
 - It shall be the obligation of the Education Minnesota local affiliate involved in a qualifying work stoppage promptly to notify Education Minnesota of the existence of a qualifying work stoppage and the number of bargaining unit employees and Education Minnesota members affected, and formally to request Strike Loans for the affected members.
 - In addition to all the other requirements set forth in this Education Minnesota Policy, each Strike Loan shall be subject to the following requirements:
 - The Strike Loan shall be made directly from the lending institution to the individual eligible member, with the recipient individual eligible member responsible for the repayment of the loan's principal not later than one (1) calendar year following the conclusion of the qualifying work stoppage;
 - Education Minnesota shall be solely responsible for the payment of all interest owing on each and every Strike Loan;
 - Education Minnesota shall be the sole guarantor of each Strike Loan, meaning that Education Minnesota shall be solely responsible for the payment of the outstanding principal owed on any defaulted Strike Loan, and shall likewise be solely responsible for the payment of any fees and costs resulting from any such default. In no case shall the AFT or NEA be identified as the guarantor or a co-guarantor of any Strike Loan.
 - Strike Loans may be made to any eligible Education Minnesota member after the 5th day of a qualifying work stoppage. NEA Policy starting date for a Strike Loan may not be made available to any eligible Education Minnesota member until at least the tenth (10th) full working day of a qualifying work stoppage. Thereafter, subsequent Strike Loans advancements may be made available to an eligible Education Minnesota member, though not more frequently than once every ten (10) full further working days of a qualifying work stoppage. AFT Policy starting date for a Strike Loan may not be made available to any eligible Education Minnesota member until at least the fifth (5th) full working day of a qualifying work stoppage, one payday has been missed or one paycheck reflecting the loss of at least 5 days pay.
 - Strike Loans per Education Minnesota and AFT Policy may not exceed \$600 per week.
8. Notification of NEA: The Education Minnesota shall promptly provide written notification to NEA of every work stoppage for which any Strike Loan may be provided. Education Minnesota shall also provide the NEA: (a) within seven (7) days after the Education Minnesota guarantees any Strike Loan, written notification of the total number of members involved in the work stoppage, the total number of Strike Loans guaranteed, and the terms of the

Strike Loans guaranteed, including but not limited to their duration and interest rates; (b) prompt notification of any material changes to the qualifying work stoppage and/or the Strike Loans guaranteed, including but not limited to any change in the number of members involved in the work stoppage, the number and/or amount of Strike Loans that Education Minnesota has guaranteed, and the terms of the Strike Loans guaranteed, as specified in (b) above; and (c) promptly upon request by NEA, any additional information or documentation regarding the work stoppage and/or the Strike Loans that Education Minnesota has guaranteed.

9. NEA Partial Reimbursement: Consistent with the NEA Policy, the NEA may reimburse Education Minnesota for one-third (1/3) of the reasonable interest Education Minnesota pays on Strike Loans, as well as one-half (1/2) of the principal and any resulting fees and/or costs in the event of a default by an individual receiving a Strike Loan. It is understood that NEA will provide partial reimbursement of the costs of Strike Loan consistent with the NEA Policy. Further, Education Minnesota's entitlement to any reimbursement as set out in the NEA Policy shall be contingent on Education Minnesota's adoption of and compliance with this Education Minnesota Policy, as well as its compliance with the requirements and obligations imposed by the NEA Policy.
10. AFT Reimbursement: Consistent with the AFT Policy, the AFT will reimburse Education Minnesota for one-third (1/3) of the reasonable interest Education Minnesota pays on Strike Loans, as well as one-third (1/3) the principal and any resulting fees and/or costs in the event of a default by an individual receiving a Strike Loan until the NEA maximum limit is attained. Thereafter, AFT will reimburse Education Minnesota for one-half (1/2) of the reasonable interest Education Minnesota pays on Strike Loans, as well as one-half (1/2) the principal and any resulting fees and/or costs in the event of a default by an individual receiving a Strike Loan.
11. Other Loans: This Education Minnesota Policy governs Strike Loans only, and does not in any way limit or restrict Education Minnesota's right to provide other or additional benefits, including but not limited to other loans or loan guarantees, to members affected by a work stoppage or other labor dispute, as Education Minnesota may deem appropriate.

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12.

This image shows a full page of blank, lined paper. It features approximately 28 horizontal blue lines spaced evenly across the page, typical of standard notebook paper. The lines are thin and light blue, set against a plain white background. There are no margins, text, or other markings on the page.



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