

Grappling with Covid's Impact on Education: Labor and Management Confront the Crisis

**Results of a Study Commissioned by the
California Labor Management Initiative
(CA LMI)**

**Julia E. Koppich, PhD, J. Koppich & Associates
With the assistance of Eileen Behr**

May 26, 2021



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Author

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The California Labor-Management Initiative (CA LMI)

CA LMI is a project of the CDE Foundation. The foundation works with the California Department of Education, state agencies and education associations, and seeks to create, resource, and implement solutions that result in a strong and valued public education system that serves every student in California. CA LMI has convened over 170 labor-management teams from California public school districts and county offices of education since 2015. CA LMI brings together union and management leaders to develop structures and practices that lift staff voices and build systems for continuous improvement to create better outcomes for students and staff, parents, and communities. CA LMI fosters and supports labor-management partnerships as a foundational element of improving public schools and advancing educational equity in California. CA LMI convenings provide safe, supportive learning environments in which public school union and management leaders can have tough conversations that lead to collaborative problem-solving utilizing structures, frameworks, and research to collectively meet the needs of students and staff. CA LMI provides labor-management teams hands-on tools to lift up issues and develop practical solutions to improve outcomes. The work of the CA LMI is informed by a Steering Committee made up of the leadership of both state education agencies and the major education employee associations in California.



A Prologue from the California Labor Management Initiative, a Project of the Californians Dedicated to Education Foundation (CDE Foundation)

Adapting in a Time of Crisis. Labor-management collaboration is not an absence of conflict or disagreement. It is the ability to work together, lifting up diverse experiences and perspectives, and persevering until we address the issue at hand. Even in the best of times, developing trust and collaboration in large organizations is a challenge. This is especially true of public education systems staffed by leaders who are overwhelmed and exhausted grappling with the education and welfare of our children while also dealing with complex social issues from race and class to generational poverty in a pandemic.

The leaders interviewed for this study illuminate the challenge of California’s public school leaders working quickly together during the course of the pandemic to continue education services and protect students and staff during an unprecedented time. This challenge was further complicated by the politicization of the pandemic and the continually evolving understanding of Covid-19 safety considerations. And yet leaders continued to adapt and collaborate.

Documenting Experiences and Practices. This study was commissioned by the California Labor Management Initiative (CA LMI), a project of the CDE Foundation, with funding from the S.D. Bechtel, Jr. Foundation. Since 2015, CA LMI has worked with more than 170 public school system labor-management teams from across California to deepen their capacity to foster partnerships and collaborative problem solving.

We commissioned this study to understand how local leaders adapted to the challenge. We wanted to learn how union and management leaders redesigned schooling and worked together to develop agreements to deliver educational services. We also wanted to understand what lessons and insights might be drawn from the crisis that could assist education leaders across the state to advance collaborative problem solving. While the sample districts in this study were selected to represent the range of school systems in the state, we know there were other high-profile districts that struggled and clashed intensely as they sought to balance safety for staff and students with the need to move quickly back to “normal” face-to-face instruction. That conflict was the predominant media depiction but not what this study found to be the predominant story told by education leaders.

We believe that the increased levels of communication and collaboration exhibited by school district labor and management leaders across California during Covid-19 offer insight into the importance of forging trust and collaborative practices in all our school systems. While decades of research make the importance of collaboration in schools clear, most leaders have had limited capacity building in managing and sustaining collaborative systems.

We hope this study provides additional momentum for prioritizing capacity building to support partnerships based on **trust, equity, and communication, the three pillars of collaboration.** CA LMI is committed to supporting labor and management leaders to achieve that goal. We hope that we can use the experience of this crisis to drive a clearer vision of a more equitable and effective education system for California.



Executive Summary

What challenges did districts and unions face as they confronted Covid-19? How did they meet these challenges? What kinds of labor-management agreements did they reach and under what circumstances? The California Labor Management Initiative (CA LMI) commissioned a study to answer these questions. The study encompasses the first nine months of Covid, from the time schools closed for in-person instruction in March 2020 through the end of that calendar year. Data were collected through Interviews with district and union leaders and reviews of labor-management agreements in 12 California school districts that reflect the state’s geographic and demographic diversity.

The study found that the agreements, in the form of MOUs (memoranda of understanding), focused principally on issues of educators’ health and safety and on the circumstances of pandemic teaching. MOUs developed in spring 2020 tackled teachers’ work locale—whether teachers would be at schools or at their homes—and what teaching would look like in virtual space. Three of the 12 study districts allowed teachers to choose whether they would work from home or from their classrooms. The remaining nine districts closed their school buildings through June 2020.

Agreements in these earliest Covid months shared a common set of priorities including committing teachers to maintaining regular communication with students and their families and providing learning opportunities to meet students’ diverse needs. Districts and unions reported their discussions were framed by mutual concern for student welfare, particularly for students most at risk, and consideration of issues such as ensuring student connectivity, ways in which teachers and students might engage regularly and productively, and strategies for attending to students’ social-emotional health. Remote teaching created a number of unique challenges with which districts and unions dealt, among them determining how much daily time teachers would spend in synchronous instruction (teachers meeting with students virtually in real time) versus asynchronous (using, for example, prerecorded lessons which students could access at different times) and how to ensure teachers had access to and familiarity with needed technology.

Initial Covid MOUs were developed on a foundation of labor-management collaboration. Eleven of the 12 study districts and unions described their labor-management relations as collaborative. Districts and unions spoke of making a collective commitment to “get the job done” and develop plans for continuing school despite crisis circumstances. They were up front about the fact that they did not always agree with each other but said they found ways to tackle complex Covid-related issues in an environment in which finding common ground was essential.

As districts prepared for the 2020–21 school year, district and union leaders acknowledged that the spring’s experiment with remote learning had not been altogether successful in terms of meeting the academic and social-emotional needs of many of their students. Still, the challenge of returning to school for in-person instruction remained continuing concerns on both sides about person-to-person transmission of Covid.

Data show, too, that district and union leaders were frustrated that state policy did not always meet the moment in this crisis. Despite what they described as “a waterfall of guidance,” leaders said they received insufficient concrete direction from the state on how to proceed. The result, they said, was that each district was faced with making its own decisions about what rules to develop and how to implement them, how to secure and distribute sufficient personal protective equipment (PPE), and generally what would constitute a “safe” return to in-person school.



On the instructional front, Covid MOUs developed in anticipation of the 2020–21 school year began to reshape remote school to include more requirements of traditional school, such as reinstating standards-based instruction and assigning and grading student work, all of which had been suspended by the state in the spring. While none of the study districts had settled on a return-to-in-person date by the time of the interviews in fall 2020, all had begun to scope out potential arrangements for hybrid instruction or other scenarios to be implemented when the time came.

District and union leaders in seven of the 12 study districts reported their labor-management relations improved during the pandemic. They spoke of mutual dependence—“We need each other”—and of a “We’re all in this together” approach. Were the study districts’ efforts entirely successful as they strove to continue to educate and support their students? Doubtless not a single district or union leader who participated in this study would answer this question in the affirmative. Study data reveal, however, a commitment on the part of both sides to “get it right” when neither was fully confident what “right” was and both recognized that the choices before them offered myriad opportunities for mistakes that could carry serious consequences. As these districts and unions faced challenges without readily apparent solutions, they approached Covid as a shared crisis that required a shared solution.

Data collection for this study concluded in fall 2020. The pandemic and public debate about reopening for in-person instruction did not. Two quick telephone surveys conducted after formal data collection had ended reveal the evolution of plans for return to in-person instruction as Covid rates declined and vaccines became available. As of December 30, 2020, 10 of the 12 districts were continuing in distance learning due to safety concerns; two had reopened in hybrid mode for some at-risk students. When reopening plans were surveyed again in mid-March 2021, all 12 study districts were planning to reopen for some form of in-person instruction as of early April.



Introduction

On March 4, 2020, Governor Gavin Newsom declared a Covid-19 State of Emergency in California. Sacramento County’s Elk Grove Unified School District closed its doors to in-person instruction a little more than a week later, on March 13, after a family in the district, including a student, tested positive for Covid. Other districts in the state quickly followed suit and by March 16, nearly all had suspended in-person instruction. Most district leaders assumed these closures would be short-lived and schools would reopen in two-to-three-weeks’ time. That, of course, was not to be the case.

As the pandemic upended nearly every aspect of schooling, and of our lives generally, districts struggled with the unprecedented challenge of shifting in the blink of an eye from an education system built around in-person instruction to one that operated wholly remotely. Gone were the day-to-day human interactions so essential to effective teaching and learning. Gone, too, were the school-based social and emotional supports on which so many students depended.

Schools had no backup system. Contingency planning did not countenance a pandemic. As the Economic Policy Institute wrote, “Our public education system was not built, nor is it prepared, to cope with a situation like this. We lack the structures to sustain effective teaching and learning [in distance mode] and [we are] unable to provide the safety net supports that many children receive in school” (Garcia & Weiss, 2020).

As the months of the pandemic stretched on, it became clear that school closures would last through the 2019–20 school year into 2020–21 and most students would remain in remote learning for some time. At the same time, concern was mounting about the disproportionate negative effects of school closures on economically disadvantaged students and students of color and the widening equity gaps. Calls grew for districts to allow students to return to school in-person.

By the end of 2020, nine months after Covid had shattered “normal” as we knew it, returning even to a new normal remained challenging. By the end of December 2020, most California school districts remained closed for in-person instruction. Some districts that had begun to offer limited in-person instruction in fall 2020 found themselves pulling back as Covid rates rose in their communities. Other districts—Long Beach and San Francisco, for example—announced in December 2020 that their anticipated January 2021 opening dates would be delayed. Still others, including San Bernardino, Burbank, and Moreno Valley Unified, reported in January 2021 that they would remain closed through the full 2020–21 school year (Freedberg & Montero, December 2020).

Teacher unions have been widely assailed for stymying return to in-person school. A sampling of newspaper headlines from summer and fall 2020 makes this point. In August 2020 the *Wall Street Journal* headlined in an editorial, “School-opening extortion: Teachers unions are using Covid-19 as a political weapon” (*Wall Street Journal* editorial board, August 3, 2020). The next month the *Washington Post* proclaimed, “Teachers unions clash with governments over coronavirus school reopening plans” (Berger, September 2020 the *Washington Post*), and in October 2020, the *Los Angeles Times* led with, “California teacher unions fight calls to reopen schools,” (Blume, & Newbury, October 16, 2020). Did these headlines accurately reflect education’s complicated state of affairs?

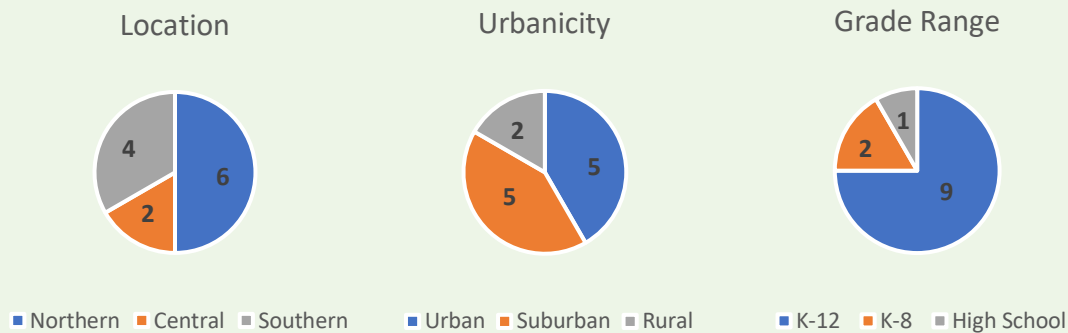
CA LMI decided to try to find out and commissioned a study to explore the interplay between school districts and their teacher unions in the first nine months of Covid, from the time schools closed for in-person instruction until the end of the 2020 calendar year. What challenges did districts and unions

face? How did they meet these challenges? What kinds of labor-management agreements did they reach and under what circumstances? (See appendix for more information on the number, types, and locations of the districts CA LMI has served.)

About This Study

Twelve California school districts compose the study sample. Districts were selected to reflect the state’s geographic and demographic diversity:

They range in enrollment from about 1,000 students to more than 70,000 students and reflect California’s socioeconomic diversity. More than half the students in 8 of the 12 districts qualify for free- and reduced-price lunch.



Teachers* are represented for purposes of collective bargaining by the California Teachers Association (CTA) in 10 of the 12 districts and by the California Federation of Teachers (CFT) in the remaining two.

Data are derived from:

Interviews—We conducted 26 telephone interviews, each lasting approximately 45 minutes, between September 2, 2020 and October 1, 2020 with district and union leaders in the sample districts. As a condition of participation, interviewees were promised anonymity for themselves and their organizations.

Interviewees were asked:

- To characterize the state of labor-management relations pre-pandemic and at the time of the interview;
- The issues that were central to their Covid agreements;
- To describe their processes for negotiating agreements;
- Sources of training or guidance around Covid agreements;
- Role of the local school board;
- Impacts of state policy; and,
- How issues of equity factored into labor-management conversations.

Labor-management agreements—We collected and reviewed agreements negotiated around Covid-related issues in spring 2020 when schools closed for in-person instruction and again in summer/fall as districts prepared for the 2020–21 school year.

Once all data were collected and reviewed, they were analyzed for general content and to determine cross-cutting themes.

*“Teachers” is a catchall term for the employees included in the contract covering certificated employees and includes teachers, counselors, psychologists, social workers, school nurses, librarians, and often other certificated employees.



Covid Recasts Labor-Management Relations

Covid-19 has presented a special challenge for districts and unions as they have confronted issues neither previously had faced. “We didn’t know what we didn’t know,” said one study district superintendent. The virus has required districts and unions to rethink longstanding organizational and work arrangements, the primary province of labor-management relations, as they together have faced fresh challenges and designed responses to an evolving pandemic.

We didn’t know what we didn’t know.

The 12 study districts and their teacher unions negotiated two agreements between mid-March 2020 and early fall 2020. The first agreement around “school closing” was developed when schools first ceased in-person instruction in spring 2020 and typically was designed to last until the end of the 2019–20 school year. The second labor-management agreement, often called “school reopening,” typically began to take shape in summer 2020 as plans developed for the 2020–21 school year.

These Covid agreements took the form of memoranda of understanding (MOUs), short-term, temporary modifications of the collectively bargained contract prompted by Covid-created exigencies. MOUs superseded parallel contract provisions with which they would otherwise have been in conflict. Contracts, for example, include sections on health and safety but pre-pandemic, would not have included provisions on personal protective equipment (PPE).¹

It was left to districts and unions to determine the content of their Covid MOUs. A review of the school closing and reopening agreements in the 12 study districts reveals that agreements centered principally on two areas: (1) health and safety, and (2) the circumstances of teaching and learning.²

School Closing Agreements

Though the state never formally ordered schools to close for in-person instruction, all study districts did so on March 16. The decision to close schools prompted little labor-management debate. As one study district superintendent noted, “When we talked [with the union] about school closing, that was almost like, ‘There’s a fire in your backyard.’ You don’t need to collaborate too much to tell you to get out of your house.” Once schools closed, districts and unions set about developing agreements around what education would look like until in-person instruction resumed.³

¹ Three study districts released joint labor-management statements to announce school closing. Signed by the superintendent and union president, joint letters spelled out initial expectations for distance learning and acknowledged the tenuousness of decisions at that point.

² Salaries, benefits, and continuity of employment might have been expected to be key topics as districts and unions moved into the period of the pandemic when finances were likely to be shakier and costs more uncertain. However, as part of his March 13 executive order declaring a Covid emergency, Governor Newsom froze state funding for schools for the remainder of the 2019–20 school year, holding teacher salaries and benefits constant and precluding layoffs.

³ While most study district superintendents assumed school closures would be short-lived, they acknowledged in interviews that they came quickly to understand the situation was rapidly changing and unpredictable.



Health and Safety the First Consideration

The health and safety of teachers and staff was the primary concern for both districts and unions as they developed MOUs in the immediate aftermath of schools closing. Covid was new and unpredictable. Neither districts nor unions were eager to rush into decisions or take unnecessary risks.

Determining where teachers would work—from their homes or school sites—to some considerable extent shaped other decisions to follow. If teachers were working from home, health and safety issues involving school buildings were not of immediate consequence. If teachers were working from schools that would present quite a different set of challenges.

Interviews indicate that determining teachers' work location was a contentious issue in half the study districts. Districts that wanted teachers to work from schools maintained that if they were on site, teachers would have easier access to technology help if they needed it and would be free from home distractions, such as their own children, while they were engaged in remote teaching. Unions were concerned that, given the many questions surrounding Covid—how the virus spread, the risks associated with being in close proximity to non-family members, the kinds of building cleaning protocols that were necessary—being on site could jeopardize teachers' health and safety. As one study district superintendent said, "We wrestled that alligator."

As a result of negotiations, three of the 12 study districts allowed teachers to choose whether they would work from home or from their classrooms. The remaining nine closed their school buildings for the duration of the MOU, typically through June 2020. No study district required teachers to be in their classrooms when no students were present. Commonly found in MOUs was language such as, "[Teachers] shall work remotely for the duration of the emergency school closure." "The duration" was defined as "when the District's Board of Education determines that schools are safe to reopen...."

Creating School in Remote Mode

What would school look like in remote mode? Distance learning was as much uncharted territory for teachers as it was for students. District and union officials in study districts said they strove to maintain as much of "regular school" as possible as they made decisions about how instruction would be delivered in virtual space: "This MOU demonstrates that the [district and union] are working ... to develop a district-wide plan that is designed to minimize disruption to teaching and learning." MOU provisions on teaching and learning, said interviewees, were meant to sustain a semblance of instructional continuity.

Local district agreements were shaped in part by state policies that framed what could be expected of students for the remainder of the spring 2020 semester. Developed out of concern for equity, California's "do no harm" approach was designed to ensure remote instruction would not disadvantage students who had limited access to technology or were in living situations that made remote learning

EERA: The Foundation of Labor-Management Relations in California

The Education Employment Relations Act (EERA), signed into law in 1976, governs labor-management relations in California's K–12 public schools and community colleges. The law defines the scope of bargaining, in other words, the range of employment issues about which districts and unions are legally authorized to negotiate. Scope is "...limited to wages, hours, and terms and conditions of employment," specifically salaries and benefits, leaves of absence, transfer and reassignment, health and safety conditions, class sizes, evaluation and grievance procedures, and, professional discipline matters. Topics not included in this list are "reserved to the decision of the employer" (Sec. 3540-3549.3, Chapter 10.7, Division 4, Title 1 of the California Government Code).



even more challenging than it would otherwise be, such as those who needed to care for siblings as they participated in classroom instruction. Under this umbrella of policies, the state suspended standardized testing, held that students would not be required to complete additional work beyond what they had finished when school closed for in-person instruction, and gave districts the option of replacing letter grades with credit/no credit ratings.

Examination of spring closing MOUs revealed priorities common to nearly all: committing teachers to maintaining communication with students and their families and providing learning opportunities to meet students' diverse needs. MOUs took cognizance of the state's "do no harm policies," to wit, "Flexible learning activities shall be provided to students and may include enrichment, engagement, and review."

Teacher Workday Doesn't Change, But It Does

The length of the contractual teacher workday remained constant in school closing MOUs although agreements typically made provision for remote instruction altering the structure of the teaching day: "To provide flexibility, professional duties may be performed outside the regular contract hours so that students are able to regularly and readily contact the teacher by phone and/or online." Teachers were expected to "... perform professional duties equivalent to assignment prior to Covid emergency, to the extent possible." Agreements also added new ways for teachers and students to connect, for example, through teacher virtual office hours "to communicate with students and families to maintain relationships, provide activities that support previous learning, and answer questions."

Remote teaching created a number of never-before-tackled challenges. One of the most vexing and complicated, according to study interviewees, was determining the details around synchronous and asynchronous instruction. Tension centered on how much daily time teachers would spend in synchronous instruction (teachers meeting with students virtually but in real time) and how much time in asynchronous (using, for example, prerecorded lessons which students could access at different times).

Teachers expressed to union leaders their concern about being on Zoom (or whatever platform the district was using) and doing what amounted to live performances. They worried, too, about technical challenges they might encounter that might halt or impede class. Teachers worried as well about how to get and keep students engaged in class activities during synchronous time, how conventional instructional practices would (or would not) translate to the remote environment, and what kinds of practices they would substitute if the fit was not good.

The issue of time in synchronous instruction was compounded by recognition of students' total on-screen time, including time with specialists. "The notion of how much screen time is acceptable for children has changed dramatically with remote learning," commented one superintendent. "As we considered [student] schedules, we needed to be mindful of how much time students were spending with their primary teacher(s) and how much additional time some required with specialists."

As one union leader explained, "We ended up thinking about how services are provided when we're in person. We have a huge number of people [who] might be providing services to one [student]. So, if a [student] has speech, or is an English language learner and has intervention, or also sees a counselor and the teacher is providing four hours a day, you're exceeding dramatically the amount of normal school time this student would have." School closing MOUs called for a combination of synchronous and asynchronous instruction though without specificity as to the time in each. "Teachers shall use a



combination of synchronous learning and asynchronous learning to connect with students, communicate with them, and engage them.”

Supporting Teachers: Technology, Technology, Technology

Developing a program of teacher support for all-virtual instruction also proved key for districts and unions. One study district superintendent succinctly noted, “The biggest challenge was technology, technology, technology.” Some teachers had quite steep learning curves to be able to use the technology requisite to remote instruction. Employing technology as a primary instructional tool was more complicated yet.

The biggest challenge was technology, technology, technology.

Some study districts discovered teachers had even more basic technology issues. Three districts found that a segment of their teachers had insufficient internet speed or bandwidth at their homes. Some teachers in an isolated mountain community had no home internet access at all. To be sure, the technology issues teachers experienced often mirrored those with which their students were dealing.

Not surprisingly professional development provisions in school closing MOUs typically were technology-focused. Provisions included details about the internet platform(s) the district would use, agreement that districts would ensure teachers were trained to use requisite technology—“The District shall provide training for educators to enhance the skills necessary for the success of online instruction”—and assistance for teachers to adapt their in-person teaching methods to distance learning. One study district took a novel approach. The district and union agreed on a process by which teachers created modules on topical areas, such as structuring a remote lesson or enhancing student engagement, to which their colleagues had access.

Labor-Management Relations and the First Covid Agreement

The tone and tenor of labor-management relations sets the stage for the kinds of agreements that are possible. Where districts and unions exist in a state of perpetual conflict, negotiations play out as a zero-sum game with clear winners and losers. Where collaborative relationships prevail, districts and unions view themselves as having, at least to some extent, common purposes and goals and overlapping agendas (Kerchner & Koppich, 1993; Kerchner, Koppich, & Weeres, 1997).

Districts and unions in 11 of the 12 study districts described their pre-pandemic labor-management relations, those that largely governed the development of school closing MOUs, as collaborative. The switch from adversarial to collaborative labor-management relations was of fairly recent vintage in most of these districts, typically within the last three years. Though the reasons labor-management relations were frosty varied, district and union interviewees said both sides contributed to the fractiousness. “There was enough blame to go around,” said one superintendent. “There was bad behavior on both sides,” said another. Noted a union leader, “We both caused the situation.”

There was enough blame to go around.

District and union officials generally attributed their changed labor-management relationship to new district or union leadership, or both. It is worth noting, however, that more than half the study districts (7 of 12) had participated in programs designed to equip them with skills and tools to lower labor-management temperatures to achieve more cooperative relationships and more productive



agreements. All seven of these districts have attended California Labor Management Initiative (CA LMI) sessions. Noted one study district superintendent, “LMI gave us a framework within which to operate.”

Two study districts, in addition to participating in CA LMI, reported having training in interest-based bargaining where they learned how to identify and focus on interests rather than positions as they developed mutually beneficial agreements. District and union leaders in another study district gained collaborative footing with the help of leaders of a local university’s mediation program which, the union president said, “allowed us to have conversations, share learning, and hear things together.”⁴

Comity notwithstanding, labor-management relations should not be viewed through rose-colored glasses. Neither study districts nor unions described unalloyed collaboration. Rather, they were up front about the fact that they did not always agree but noted they found ways to resolve disagreements rather than continuing to fight. As a union leader noted, “None of us expects the other to be perfect. Sometimes It gets messy.” Said a superintendent, “You’ve got to work through the hard stuff.” Much of the “hard stuff,” in this case, referred to the difficult decisions around what teaching and learning would look like during the pandemic.

You’ve got to work through the hard stuff.

Districts and unions spoke of making a collective commitment to “get the job done” and develop plans for continuing school despite crisis circumstances. Said a superintendent, “We don’t always like each other. In fact, sometimes we get super frustrated, but we stay working together because that produces results.” Collaboration offered study districts and unions, in the words of one district leader, “the space and grace” to tackle complex Covid-related issues in an environment in which finding common ground was essential.

Interviewees described the importance, as one superintendent said, of “being willing to work on letting go of the past,” and, in the words of a union leader, “put an end to rehashing old grievances.” Stated another way, study districts and unions determined not to allow the past to predict the future. Said one superintendent, “We just said, ‘We’ve got to trust each other at some point to do what’s right by kids.’”

We’ve got to trust each other at some point to do what’s right by kids.

Distance Bargaining

Study districts engaged in what might be termed “distance bargaining.” Negotiations in 11 of the 12 districts were held over Zoom or otherwise remotely.⁵ One study district conducted face-to-face discussions, socially distanced in a parking lot.

While half the study districts (6) used their traditional bargaining strategies (e.g., full bargaining teams, proposal exchanges across the virtual bargaining table, etc.), half reported using modified approaches. Four district-union teams appointed small committees to develop MOU proposals and work them through. The committee approach, said interviewees, promoted the kind of speed and efficiency that was required in the moment.

⁴ While it is beyond the scope of this study to assess the extent to which participation in these programs resulted *per se* in labor-management turn-arounds, research strongly suggests that programs such as these can lead to more cooperative working relationships and more productive negotiated agreements. See, for example, Kerchner and Koppich, 2000; Rubinstein and McCarthy, 2016; and Futernick, 2016.

⁵ This applied to both school closing and reopening MOUs.



Two study districts and their unions took a quite different approach, using a shared Google Docs process that allowed all members of the labor-management team to draft proposed agreements and track changes, editing and commenting as the proposal evolved to an agreement. This approach, they said, maximized transparency—everyone could see changes and who made them—and, as one district leader noted, “made [the MOU] a living document.”

Labor-Management Guidance

When asked if they received guidance or support around developing their MOUs, teacher union leaders reported that their parent state organizations, CTA and CFT, provided sample MOUs which local leaders said they adapted to local context and circumstances or just used for ideas. Superintendents reported they received little or no guidance. Four said that, on their own initiative, they reviewed MOUs from neighboring districts. One superintendent said the Association of California School Administrators (ACSA) offered some helpful materials.

School closing MOUs were short documents (3–8 pages), negotiated quickly in an atmosphere of uncertainty. They were meant to bring something of a sense of order in the midst of the chaos swirling all around. These labor-management agreements served, in essence, as placeholders for anticipated return to in-person instruction at a time still to be determined.

School Reopening Agreements

School reopening agreements, like their school closing predecessors, focused largely on health and safety issues and on circumstances of teaching and learning. Though “reopening” is the term commonly ascribed to labor-management agreements negotiated in anticipation of the 2020–21 school year, this is something of a misnomer. The coming school year still held many uncertainties about the virus. Study districts and their unions assumed at least part of the year would be spent in remote teaching and learning.

The Legacy of the Spring

Finishing the spring 2020 semester in distance mode had presented a number of challenges, a few hits and many misses. Neither district nor union leaders believed spring’s unanticipated experiment in remote learning had been particularly successful. Yet the challenge of returning to schools for in-person instruction was balancing concerns about person-to-person transmission of the disease with what district and union leaders acknowledged were negative effects of remote instruction. Both sides understood, they said, that too many students were accessing lessons and connections with teachers only sporadically or not at all and remote instruction was not meeting the academic or social-emotional needs of significant swaths of their students. Added a union president, “How do you help guide kids and make them feel comfortable when you can’t really be there?” Said a superintendent, “As we considered what to do next, both of us [district and union] listened to ... feedback from teachers and parents and knew that we needed to do better.”

We needed to do better.

The pandemic continued unabated into summer, showing few signs of receding. The elephant in the virtual room during school reopening MOU discussions was when to bring students back for in-person instruction. Some district and union leaders said they had considered reopening schools in the fall. Then the Memorial Day Covid surge hit and, as one superintendent said, “Things kept sliding in the wrong direction.”



A Word About Classified Employees

This paper focuses primarily on school district-teacher union negotiations in the early months of Covid. A comprehensive treatment of labor-management pandemic responses would include classified employees (paraeducators, custodians, school secretaries, food service workers, bus drivers). Although beyond the scope of this study, we thought it important briefly to examine, through a subset of study districts, classified employees' labor-management relations and Covid MOUs. We selected five of the 12 study districts, supplemented superintendent interviews with relevant questions about classified employee relationships and agreements, interviewed leaders of the California School Employees Association (CSEA) chapters that represent those employees in these districts, and reviewed Covid school opening and closing MOUs. We found that:

District and CSEA leaders in three of the five districts characterized pre-pandemic labor-management relations as collaborative. Two districts and their CSEA chapters indicated relations improved during the pandemic.

Covid MOUs covering classified employees focused on health and safety, including work location and pandemic job responsibilities. Some classified employees in each of the five districts were designated essential workers when the pandemic began and were required to remain working in-person, for example, distributing meals to students. MOUs included agreements around providing and distributing PPE to on-site employees and developing and implementing building cleaning protocols as well as determinations about which classified employees might be able to do their jobs from home (for example, paraeducators assisting teachers who also were working from home).

Another core MOU issue for classified employees was "working out-of-classification," or assuming job tasks not usually part of their responsibilities during the pandemic, for example, school bus drivers transporting student meals to distribution sites, or paraeducators delivering instructional materials to students' homes. MOUs ensured that in circumstances in which the district and union agreed to out of classification assignments, employees would be provided with training and, where appropriate, additional pay.

This is simply a thumbnail sketch of the issues with which study districts and classified unions grappled as they developed Covid agreements. A more comprehensive treatment likely would reveal additional issues and important challenges.

Covid Becomes Politicized

By early fall 2020, pressure was mounting to return students to in-person classes. Some parents were voicing concern about what they perceived to be their children’s education backsliding and many were wrestling with their own dilemma of being unable to return to their jobs without adults to care for their children. Noted one study district superintendent, “Teachers were heroes in the spring and now [as the new school year begins] they were kind of blamed for why [parents] don’t have child care.”

District and union leaders reported that community politics were reflected in school reopening demands. While some portion of the community in every study district saw Covid as a serious public health threat and many urged a go-slow approach to school reopening, in a third of the districts, a vocal segment of the community viewed Covid as “just a lot of hype” and “a hoax” and advocated a quick return to full in-person instruction. “I had 150 people protesting at my last board meeting,” said one superintendent, “with no masks [and] no social distancing, demanding that I reopen schools immediately.” The politics of Covid often was heated and, say district leaders, challenging to navigate.

Parents and community members in some study districts placed responsibility on teachers and their unions for schools remaining closed. Union leaders’ concerns were shaped by the fears their members relayed to them about returning to school for in-person instruction and coming into physical contact with students, families, and staff members. Union locals in several study districts sent surveys to their members to gauge teachers’ willingness to return to school sites. Results indicated significant reluctance. Said one teacher union leader, “Teachers were open to doing anything for kids. They were just worried about their own safety.”

Teachers were open to doing anything for kids. They were just worried about their own safety.

In this fraught and contentious environment, local school boards found themselves juggling competing interests and priorities. As one superintendent said, “The board is worried about political implications related to the decisions that we make. They hear from families saying ‘We need to get our kids back in school.’ But at the same time, they’ve been empathetic to the fears of staff [about returning to school sites].”

A union leader described the pressure this way: “It’s hard when you have seven different people [on the school board] with seven different visions. Then it really becomes the whims of this parent or that small group of parents. The loudest voice in the room is the one that’s heard.” Summed up a superintendent, “My board is as disparate politically as a board possibly could be [and] all of the politicization of this crisis is manifest in live time.”

All of the politicization of this crisis is manifest in live time.

District and union leaders described an additional pressure to reopen schools—proximity to already-open or soon-to-reopen districts. Said one superintendent, “If one district is doing something and you’re not, then you’re constantly being exposed to comparative analyses. It just makes it harder.”

A Waterfall of Guidance; Too Little Direction

Health and safety concerns loomed large in terms of conditions that needed to be in place to return to in-person school. Reopening MOUs anticipated different eventualities: (1) a reasonably expeditious return to in-person instruction in perhaps the fall for at least some students, and, (2) a longer wait and more time in remote learning.



As they developed school reopening agreements, district and union leaders say they faced the challenge of navigating health and safety directives and advisories from multiple agencies, principally the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), county health departments, and the California Department of Education (CDE), but also their state and national parent and affiliate organizations (CTA/NEA, CFT/AFT, and ACSA. As one interviewee noted, “We took our guidance from people we assumed knew more than we did.”

Yet, district and union leaders said, they struggled with how to distinguish choices—which options could be selected without jeopardizing health and safety—from decisions that truly were dictated by the pandemic. As one superintendent said, “I was being bombarded with emails left and right. It was like, ‘Okay, this is just too much.’” Noted another, “We were getting a waterfall of guidance coming at us. We just ended up considering everything a directive but that didn’t really work either. We didn’t know how to choose among them and found ourselves overwhelmed.”

We were getting a waterfall of guidance coming at us.

California had developed standards and mechanisms to monitor Covid spread—the Watch List in late summer/early spring and color-coded tiers at the end of August. (*See sidebar.*) These efforts notwithstanding, district and union leaders expressed frustration that state guidance often was confusing, sometimes contradictory, and always in a state of flux. “We understood why [it was in flux],” said one superintendent. “More was being learned about Covid all the time. But it meant we couldn’t plan.” Lamented a union leader, “The guidelines were changing on a daily basis, it seemed, and we struggled with that.”

Watch Lists and Color Codes Monitor Covid Spread

By late spring/early summer 2020 the Governor’s office had implemented the California Watch List to monitor the county level spread of Covid. The state used a set of benchmarks, including elevated disease transmission, increased hospitalization, and decreased hospital capacity to determine where a county fell. A county that hit a single benchmark found itself on the Watch List with significant restrictions on its business operations. Counties on the Watch List were prohibited from reopening schools. On July 17 Governor Newsom announced that K–12 schools in counties with rising Covid infections would be required to teach remotely. On August 29 Governor Newsom unveiled his Blueprint for a Safer Economy, a system that replaced the Watch List with color-coded tiers. Counties were divided into four tiers based on their rate of Covid infection: Tier 1 (purple) indicated the virus was widespread in the county; Tier 2 (red) meant substantial spread; Tier 3 (orange) indicated moderate spread; and, Tier 4 (yellow) meant minimal spread. Tiers were intended to guide county reopening activities. Schools in counties in the purple tier were prohibited from reopening for in-person instruction.

District and union leaders reported they largely were left to their own devices to determine what would constitute a “safe” return to in-person school. Each district was faced with making its own decisions about what rules to develop, how to implement them, what equipment to buy, from whom, and in what quantities. Said a union leader, “We were building the plane as it [was] flying, but I think we were also trying to draw the blueprints and then interpret the blueprints.” Leaders acknowledged that sometimes the state guidance they received was helpful. But, they said, it often was badly timed. Said one superintendent, “The guidance we [got] ... often [came] too late for us to act on it.”

When asked why they thought state guidance around health and safety matters tended not to be as concrete as they thought they needed, district and union leaders cited, “local control.” Since 2013 local control has framed much of California education policy, beginning with the centerpiece Local Control



Funding Formula (LCFF). The LCFF principally shifted authority from the state to local school districts to set fiscal priorities and allocate dollars, with the involvement of parents and community members, in order to better meet local education needs.⁶ While district and union leaders in study districts generally applauded local control, they expressed frustration in this circumstance. Local control, they said, was designed for “normal times” when districts and their communities made resource distribution decisions for the coming school year. It was not designed for a health and safety emergency such as a pandemic.

As districts and unions worked on the health and safety provisions of school reopening MOUs, they found themselves dealing with a multitude of unfamiliar issues: providing physical distancing in school buildings, developing in-school cleaning protocols (e.g., regularly disinfecting “high touch” areas such as classrooms, cafeterias, and restrooms), ensuring adequate ventilation systems,⁷ securing and providing PPE (masks, gloves, face shields, hand sanitizer), and making decisions about matters such as allowing visitors on campus.⁸ MOUs reflected district-union decisions around these topics. Some provisions were reasonably specific: “Face coverings are required to be worn properly at all times by all individuals on school campus.” “All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.” “The District shall ensure minimum physical distancing of six (6) feet between all educator and student work spaces.” Others simply referred to evolving mandates: “PPE shall be provided by the District in adherence to state and local mandates.”

District and union leaders say that fall 2020 brought no easy or universally good decisions about reopening schools for in-person instruction. “The only common thing [we could] promise,” said one superintendent, “is that everybody's going to be pissed off. That's the only guarantee I [could] make....”

Different Teaching and Learning Scenarios in Play

Study districts anticipated that schools would open for in-person learning at some point in the 2020–21 school year, though that time was largely indeterminate as they negotiated school reopening MOUs. Given continuing Covid uncertainty, all study districts expected that distance learning would continue for at least a portion of the new school year. Teaching and learning requirements were guided to some considerable extent by SB 98.

Signed into law as a budget trailer bill on June 29, 2020, SB 98 replaced the spring’s temporary “do no harm” policies, reinstating requirements that were suspended when schools closed for in-person instruction and adding new ones for the 2020–21 school year. The law required that, in addition to ensuring students had access to computers, connectivity, and supports, schools were required to offer live student-teacher interaction within a framework that included minimum daily instructional minutes (combined live instruction and independent work): 180 minutes for kindergarten, 230 minutes for grades 1–3, and 240 minutes for grades 4–12. Districts and unions were authorized to determine the distribution of these minutes as synchronous and asynchronous time. SB 98 also reinstated student work, grading, and attendance-taking requirements. Study districts and unions reported that SB 98 was viewed as a “given.” The law’s requirements had been determined in Sacramento and were not, according to interviewees, a source of particular local labor-management friction.

School reopening MOUs contained language that began to reshape remote instruction to include more of the requirements of traditional school, including standards-based instruction: “[Teachers] shall be responsible for planning appropriate standards-based instruction,” and assigning and grading student

⁶ For more information on the Local Control Funding Formula (LCFF), see Koppich and Humphrey, 2018.

⁷ Many schools built in the 1970s, for example, had no windows that opened.

⁸ For a more comprehensive review of matters to consider in reopening schools, see Humphrey, D. C., Hanson, J. H., and Omi, J., August 2020.



work: “[Teachers] shall be responsible for monitoring student work completion as “the District returns to its regular grading practices....”

School reopening MOUs, like their school closing predecessors, maintained the contractual length of the teacher workday. “Teacher workday” refers to the cumulative time teachers spend on job-related tasks, direct instruction, to be sure, but also planning and preparation, meeting with administrators and colleagues, mentoring students outside of class, attending committee meetings, and grading student work. This study did not include interviews with teachers about their work lives under remote instruction. Emerging research, however, has begun to paint a picture.

The Suddenly Distant Project from the University of California Santa Cruz has interviewed 75 teachers in nine states, including California, and found that distance teaching has increased the length of the teacher workday: “A workday that formerly began in the early morning and ended by mid-afternoon now extended late into the evening as parents and students sent emails and made phone calls at all hours.” According to study results, teachers feel that they are “constantly on call in a workday that [is] seemingly non-stop” (Bartlett et. al., 2020).

In late January 2021 researchers from the Inverness Institute surveyed 121 veteran California teachers, most with at least 10 years teaching experience, about teaching in remote mode during the pandemic.⁹ Teachers reported they are working harder and longer, in fact, an average of eight hours a week longer (Fensterwald, February 26, 2021).

Planning for Return to In-person Instruction

What would school look like when in-person teaching and learning resumed? Given the uncertainties that still abounded in fall 2020, school reopening MOUs were fairly sketchy in terms of in-person scenarios. None of the study district MOUs established specific return-to-in-person dates. Language about returning to school sites included caveats such as, “After the district is removed from the state watch list...” or, “Upon State/County/District determination that schools are safe to reopen....” All of the MOUs included fairly detailed sections on health and safety requirements for resuming in-person instruction. Four MOUs described potential hybrid schedules in which students would be at school sites part of the week and in distance learning part of the week.

District and union leaders described school reopening MOUs as “fluid” and plans as “constantly in flux.” “We’ve created 19 plans and shelved 18 of them,” commented one superintendent. Said another, “We do the best we can and then everything blows up [as Covid spreads or requirements change] and we work together to fix it and figure out what we can do next.” Said one leader, “My new favorite thing to say is, ‘At the moment...’”

We’ve created 19 plans and shelved 18 of them.

Among study districts, a mix of return-to-school-in-person decisions had emerged at the time data were collected in fall 2020. Two districts were planning to bring all students back for in-person instruction in September or October. Two were intending to bring back early grades and special education students in the fall. The remaining eight study districts were delaying in-person reopening until January 2021.¹⁰ As of December 30, 2020, a quick telephone survey of study districts revealed that 10 of the 12 districts had

⁹ Results of the Inverness Survey are being reported by *EdSource*.

¹⁰ One study district had planned to reopen early in the fall but at time of interview, the county had just said, “You’re not ready.” Opening was delayed until late fall/early winter.



decided to continue in distance learning to some not-yet-defined date as a result of safety concerns. Two had reopened for some students in hybrid mode.

Labor-Management Relations Improve During the Pandemic

Nearly all the study districts and their unions (11 of 12), as previously noted, described their labor-management relations as collaborative as they began to negotiate school closing MOUs. Labor-management relations, however, are not static. Even the most cordial working ties can fray in the maelstrom of a crisis. Perhaps somewhat surprisingly, then, the majority of study districts and unions (7 of 12) said their labor-management relations improved during the pandemic. Said one superintendent. “The pandemic has really brought us closer together to work collaboratively.”

The pandemic has really brought us closer together to work collaboratively.

The pandemic “has strengthened our relationship,” said a union leader. “It’s reinforced that we need to work together.” District and union leaders spoke of the need to confront the crisis and its challenges as revealing fresh opportunities to have tough conversations about critical and wide-ranging matters. Said one superintendent, “We worked through issues and ... if there was something going wrong, we worked on it together and solved the problem together.”

When asked about the significance of labor-management collaboration during the pandemic, one study district superintendent summed it up this way:

“Collaboration allows us to get to the heart of the matter and do so in a way that recognizes that long after everybody’s penned [the agreement], we have to live together and ultimately we have to work together for the good of the kids.” Superintendents and union leaders spoke of mutual dependence and of a “We’re all in this together” philosophy taking hold. As one union president said, “This pandemic has really helped us become equal as far as knowing we need the district and the district needs us.”

This pandemic has really helped us become equal ... we need the district and the district needs us.

The Limits of MOUs

Covid MOUs were not all-encompassing, nor were they intended to be. While these documents reflected Covid-precipitated contract modifications, they did not capture the totality of labor-management discussions or agreements about Covid-related matters. Interviews revealed expansive conversations between districts and unions around issues that were central to confronting the Covid crisis but were either not amenable to contract modification or were simply outside the legal scope of bargaining.¹¹

District and union leaders in half the study districts reported they meet frequently, at least weekly and sometimes more often during the pandemic, to informally solve problems and deal with issues as they arise. Said one superintendent, “We just have a conversation, no bargaining table, no negotiations, just

¹¹ A few districts in the state with very mature and collaborative labor-management relationships take their negotiations and agreements beyond a strict constructionist interpretation of the legal scope of bargaining. This is not, however, the norm.



talking.” During the pandemic, “just talking” has included discussions in a number of study districts about issues directly related to student welfare.

District and union leaders expressed mutual concern about dealing with the challenges experienced by at-risk students—low-income, English learners, homeless and foster youth, and students with disabilities—in a crisis they agreed was negatively impacting these student populations. Their mutual goal, they said, was to ensure these students had access to educational opportunities and, insofar as possible given the straitened circumstances of schooling, their needs were met.

Districts and unions discussed ways to ensure student connectivity, strategies for regularly connecting with families, ensuring students (and often their families) had food, finding ways to promote students’ social-emotional health in a distance learning environment, and developing and implementing approaches that would foster student engagement. Three study districts had opened spaces to which homeless students could go for distance learning and support. Several districts and unions, at the time of the interviews, were developing plans to bring small cohorts of special education and English learner students back early for in-person instruction.¹²

Racial Reckoning Becomes Part of the Conversation

Compounding ongoing Covid concerns, the May 25, 2020 murder of George Floyd raised anew concerns about racial injustice. More than half the study districts (7 of 12) reported this topic became part of their discussions as districts and unions considered the kinds of changes required to make their school systems fairer and more equitable. One district was partnering with the union on a social justice initiative focused on answering a set of questions: What are the systems we have in our school district that are inherently racist and are causing some students to feel unappreciated, feel like they are not valued, [and] feel like they are treated differently than students of other races? What action plans do we need to make to be sure that our schools are safe and welcoming places for every student? Another study district and its union had agreed to set aside contractual professional development time for mandatory anti-racism and equity training for teachers.

Districts and unions were considering the kinds of changes required to make their school systems fairer and more equitable.

What do the Data Tell Us?

This study has been an effort to provide a window into the kinds of decisions districts and unions made in the initial months of the pandemic, from the time schools closed in March 2020 through fall of that year as they contemplated the shape of the 2020–21 school year. Covid-19 interrupted nearly every aspect of our lives and fundamentally disrupted the grammar of schooling (Tyack & Cuban, 1995), the familiar structures and routines of education as we knew them. Districts and unions were forced to determine literally on the fly what would substitute for “regular school” for some as-then-indeterminate period of time.

Study districts and unions described a continual balancing act with efforts simultaneously to accommodate staff safety concerns and student learning needs. Memoranda of understanding tackled teachers’ work locale in the earliest days of the pandemic and expectations for instruction as remote

¹² These plans were put on hold because of Covid surges in these communities.



learning became the default mode. Districts and unions said they built on what they learned in the spring, “what worked and what didn’t from the emergency closure,” as one superintendent described it, to develop agreements for the 2020–21 school year. School reopening agreements resulted from more detailed labor-management discussions about what it would take for schools to return to in-person instruction in the face of ever-evolving science about the pandemic and expanded expectations for teaching and learning in both remote and in-person mode.

Though not necessarily as part of formal MOUs, districts and unions demonstrated mutual concern for student welfare, particularly for students most at risk—low income, English learners, homeless and foster youth, and students with disabilities. Districts and unions considered together issues such as ensuring student connectivity, ways in which teachers and students might engage regularly and productively with each other, and how to attend to students’ social-emotional health.

District and union leaders said in interviews that they did their best in the face of unprecedented challenges. Were all of their efforts successful? Doubtless not a single interviewee would answer this question in the affirmative. Study data reveal, however, a commitment on the part of districts and unions to “get it right” when neither party was fully confident what “right” was and both recognized that the choices before them offered myriad opportunities for mistakes that could carry serious consequences.

Study districts’ Covid agreements were built on foundations of labor-management collaboration. Eleven of the 12 districts characterized their pre-pandemic labor-management relationships as collaborative. Seven of the 12 said their ability to work together improved during the pandemic. As these districts and unions faced challenges without readily apparent solutions and questions without immediately knowable answers, they approached Covid as a shared crisis. They recognized and acknowledged their mutual dependence and perhaps, this recognition made the territory a little less scary, a little less daunting, though no less intractable.

Study results confirm what has long been true of even the most collaborative labor-management relations, namely, that collaboration is relative and most often is painted in shades of grey. Districts acknowledged they faced knotty issues and myriad disagreements, often about matters neither had confronted separately let alone together. They worked through these disagreements, they said, engaging in deliberate and deliberative processes of joint problem solving under the figurative banner, “All of us together are smarter than any of us alone.”

Data from this study show, too, that state policy did not always meet the moment in this crisis. The state’s interpretation of “local control” as applied to the pandemic created a circumstance that left the 12 study districts on their own to determine matters that might have been advantaged by firmer state guidance—how much and what kind of PPE was needed and how it should be deployed, for example.

Study districts did not ask the state to strip them of their local control prerogatives, nor did they advocate eliminating unions from the decision-making process. But districts and unions both were frustrated by the state’s approach to pandemic-created public health issues. As they indicated in interviews, considerably more time and attention could have been focused on creating a new, albeit temporary, grammar of schooling had the state been able to strike a better balance between its reasonable concern about one-size-fits-all regulations that would not recognize district context on the one hand and more focused guidance on public health matters that cut across district context and circumstance on the other. Grafting its otherwise worthy local control policy approach on a circumstance that it was not designed for created confusion where more certainty was warranted.



Covid-19 has been new territory for everyone. Districts and unions have found themselves grappling with a raft of vagaries and uncertainties that were visited upon them with virtually no warning and for which there was no guidebook. It has been left largely to districts and unions to figure out, often together, how to navigate many of the novel coronavirus’s novel challenges. Their work has been further complicated by the toll Covid has taken on everyone. As one district leader put it, "Something that adds another layer of complexity is that in addition to completely putting back together public education after it has been dismantled by Covid, we are all experiencing the realities of the pandemic and the role it has played in our lives." Added a union leader, "This has been a humbling experience for us all."

This has been a humbling experience for us all.

Study districts and unions say they have learned from their pandemic experiences. The 12 districts and unions that participated in this study likely will come away from the pandemic with an enhanced capacity to meet previously unfathomable crises, and meet them together. As one superintendent noted, "It is Covid right now. Three years from now it may be something that has nothing to do with public health. It can be a completely unrelated topic, [but] we can point back to [this period] and say, 'We know how to do this. We can get through this together.'"

Epilogue: Updating Reopening Dates

Primary data collection for this study concluded in fall 2020. The pandemic and debate about reopening for in-person instruction did not. We conducted two quick telephone surveys to update study districts’ reopening plans as of December 30, 2020 and again as of March 15, 2021.

As of December 30, 2020, 10 of the 12 districts had decided to continue in distance learning to some not-yet-defined date as a result of safety concerns. Covid levels, they said, were too high to bring students back to campus. Two of the districts had reopened for some at-risk students in hybrid mode.

The picture was very different when reopening plans were surveyed in mid-March 2021. By that time, all study districts were planning for some form of in-person instruction as of early April. *See chart below.* The increase in reopening for in-person instruction was made possible by decreasing Covid rates and the availability of Covid vaccines for educators.

Return to In-Person Instruction Schedule as of March 15, 2021

1 district	In-person, full time, shortened day schedule	
6 districts	Hybrid	Scheduled to return to in-person, full time in early April
5 districts	Distance learning	Scheduled to begin phase-in of hybrid in early April

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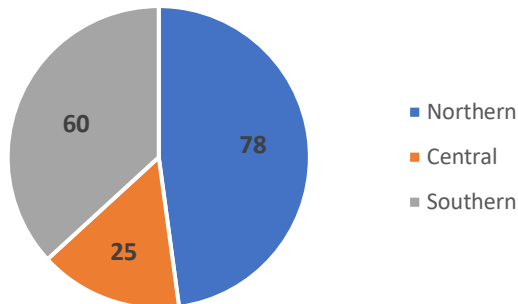


Appendix

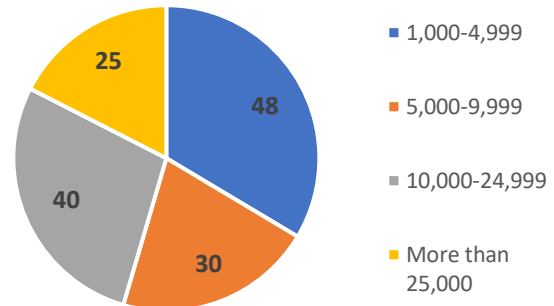
CA LMI By the Numbers

The California Labor Management Initiative offers training designed to help district labor-management teams develop skills that lead to greater partnership and collaboration. Between the initial LMI training session (May 8–9, 2015) and the final one prior to the pandemic (March 2–3, 2020), CA LMI served teams in 163 California school districts which cumulatively educate nearly 2.5 million students.

Districts by Location



Districts by Size



Sixty percent (60%) of districts that participated in CA LMI labor-management training sessions serve a high proportion of targeted at-risk students (low-income, English learner, and foster and homeless youth).

Data derived from "A Quantitative Analysis of the California Labor Management Initiative," (May 18, 2020). Unpublished paper prepared for CA LMI by Zenni Duong and May Lim.

