

MEMORANDUM OF AGREEMENT
(Instructional Lunch)

This non-precedential Memorandum of Agreement (the "MOA"), entered into on September 7, 2021, by and between the Board of Education of the City School District of the City of New York (the "Board") and the United Federation of Teachers, Local 2, AFT, AFL-CIO (the "Union") modifies the collective bargaining agreements between the Board and the Union (the "CBA") with regard to the use of "Instructional Lunch" for the purposes of meeting physical distancing needs due to COVID-19, as set forth more particularly below.

Nothing in this Agreement shall constitute a waiver or modification of any provision of any memorandum of agreement, collective bargaining agreement, letter or other agreement between the Board and the Union except as expressly set forth herein. Nothing contained in this agreement shall be deemed to be a regular policy, procedure or practice of the Superintendent, the Chancellor or the Department of Education of the City of New York.

Instructional Lunch is a period/class, which will be designated as such in STARS, where students are programmed to eat lunch while simultaneously receiving instruction and such classes are programmed as such in order to meet physical distancing needs due to the COVID-19 pandemic for School Year 2021-22, as part of the approved lunch plan developed with the Office of Food and Nutrition Services (OFNS). This is not to be confused with a group of students being supervised to eat lunch in a classroom or other space outside of the cafeteria as a lunch period during which there are no instructional requirements (i.e. non-instructional lunch).

Instructional Lunch may only be conducted in a classroom that can accommodate three feet of physical distance. Masks must be worn anytime students are not eating or drinking.

Upon request, teachers facilitating Instructional Lunch shall be provided an additional air purifier and/or enhanced PPE.

Instructional Lunch should only be programmed if necessary. That means that before programming for Instructional Lunch, schools must consider alternative options including utilizing additional spaces and staffing options for non-instructional lunch periods. Instructional Lunch may only be programmed if other strategies, including but not limited to the cafeteria, other shared spaces, adding a lunch period, outdoor lunch, and non-instructional lunch, are not able to meet the need.

Decisions about programming for an instructional lunch must be made in consultation with a school's OFNS Manager, as part of a school's approved lunch plan, and in consultation with the school's BRT.

Instructional Lunch shall be a regularly scheduled teaching period and shall not be an additional teaching period above the contractually permitted program, except as part of a shortage area assignment, as described below. Instructional Lunch is not to be performed as professional activity assignment (C6).

Principals are strongly encouraged to seek volunteers first, but have the discretion to make assignments based on availability and qualifications. Teachers shall be compensated at the rate of one coverage per day and schools are responsible for timely completion and submission of appropriate timekeeping paperwork. Assignment to Instructional Lunch will not impact the coverage rotation set forth in Article 7N.

Shortage area classes pursuant to Article 7O may be assigned Instructional Lunch consistent with the terms set forth herein, including but not limited to coverage payment.

Issues related to payments shall be subject to applicable grievance procedures. All other matters addressed in this MOA shall be enforced through the paperwork and operational issues process agreed to for the 21-22 school year.

This MOA will sunset on June 30, 2022, unless both parties agree in writing to extend this MOA, no later than May 1, 2022.



for UFT



for DOE