



THE ADVOCATE

Cayuga-Onondaga BOCES
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Providing comprehensive
employment and personnel
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school districts for over
45 years.

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WELCOME NEW CHIEF SCHOOL OFFICERS

The Cayuga–Onondaga BOCES Office of Personnel Relations

welcomes and wishes much success to:

Mr. Matthew VanOrman,
the recently appointed Superintendent
at the
Red Creek Central School District

and

Mr. Christopher Barnard,
the recently appointed Superintendent
at the
Manchester–Shortsville Central School District

Continuation of Covid-19 Paid Leave

As we begin another school year this is a reminder that while the pandemic is in the rear view, paid New York State Covid-19 leave still exists. The leave was passed as a statute without an end date, meaning it remains in effect with no end in sight.

The law was originally passed on March 18, 2020, when signed by then Governor Cuomo. It initially required that employers provide fourteen (14) days of paid leave, or functionally ten (10) workdays of paid leave, for an employee's order of isolation or quarantine.

The current requirement was defined in January of 2021 when the New York State Department of Labor issued guidance which expanded the rights under the law to cover "three orders of quarantine or isolation" for a maximum of thirty (30) workdays. The first could be for purposes

of isolation following an order indicating as such, the remainder could only be used following a positive Covid-19 test. New York State now follows guidance from the Centers for Disease Control ("CDC") and Prevention when determining when the leave applies. The CDC's guidance provides that the isolation period is only five (5) days regardless of vaccination status unless symptoms are not improving in which case the isolation should continue. Practically speaking, all three instances of Covid-19 leave pursuant to this legislative scheme should only last for five (5) days unless the individual's condition is not improving. A "leave" is one instance of use, even if it is less than the statutorily provided ten (10) days. In sum, it continues to be the requirement that employees are entitled to a maximum of three separate leaves of at least five (5) days, but a maximum of thirty (30) days, following a positive Covid-19 test¹.

Without any indication otherwise, it appears that an employee receives three (3) leaves total under the law. Therefore, unless NYS releases further guidance, it is the opinion of this office that if an employee has used all three (3) NYS leaves since the enactment of this law and guidance, they would not get any additional paid leave under NYS Covid-19 leave. They would need to use their own paid time off if subject to additional quarantine or isolation. To this end, it remains important that districts continue to track when employees use the leave discussed in this article.

Note that paid vaccine leave is still in effect, and unless again extended, will expire on December 31, 2023. This requires employers to provide employees with at most four (4) hours of leave per dose to be vaccinated against Covid-19. Please reach out to our office if you would like additional guidance.

¹ Note that an employee who is feeling well and can work through remote access or other similar means is not entitled to this leave.



NYSED Clarifies Position On IDEA Requirements

In a recently published counsel opinion, NYSED clarified its position that services provided pursuant to the Individuals with Disabilities in Education Act (“IDEA”) must continue until the student’s 22nd birthday, citing a decision out of the Second Circuit Court of Appeals interpreting Connecticut law.

The relevant case concerned a Connecticut statute which states, “local and regional boards of education are required to ‘provide special education for school-age children requiring special education’, but that ‘obligation shall terminate when such child is graduated from high school or reaches twenty-one, whichever comes first’.” *A.R. v. Connecticut State Board of Education*. 5 F.4th 155, 158 (2d Cir. 2021)¹ (emphasis in original). At the same time, Connecticut allowed adult education students to receive a free and appropriate public education (“FAPE”) until they were 22 years old. The Plaintiffs argued that “Connecticut violates the IDEA by denying special education to disabled students who have not received high school diplomas and who are between the ages of 21 and 22, while providing adult education programs that can lead to high school diplomas for non-disabled individuals in that age range.” *Id.* at 163.

The Court first agreed with the District Court’s definition of “public education” in the context of the IDEA to mean “one that is provided: (1) at public expense through significant state or local government funding; (2) under the administration, supervision or oversight of state educational agencies; and (3) with the objective of educating students up to the level

of academic proficiency associated with the completion of secondary school.” *Id.* at 164. The Court next agreed that the IDEA requires states accepting federal funds to provide a FAPE “to all children with disabilities...between the ages of 3 and 21, *inclusive*,” meaning the relevant period includes a student’s 21st year. *Id.* at 158 (emphasis in original), *citing*, 20 U.S.C. § 1412(a)(1)(A). Finally, the Court reasoned that at least three of Connecticut’s adult education systems qualified as “public education” within the context of the IDEA and affirmed the ruling of the District Court, which held that the Defendant was “permanently enjoined from terminating a free appropriate public education as to Plaintiff A.R. and the members of the Class before they reach the age of 22.” *Id.* at 159, 166².

Two years later, NYSED released a counsel opinion clarifying how this decision should be applied within New York State. See, N.Y. State Educ. Dep’t, Formal Opinion of Counsel No. 242 (July 6, 2023). NYSED reasoned that the relevant New York and Connecticut laws are materially indistinguishable, and both offer publicly funded adult education programs to non-disabled students from ages 21 to 22. *Id.* For these reasons, NYSED reasoned that the decision in *A.R.* was equally applicable in New York State. *Id.* Citing that the *A.R.* decision left open the possibility that a student’s educational entitlement could end mid-year, NYSED recommended “that school districts consider providing such services through the end of the school year in which the student turns 22 or upon receipt of a high school diploma, whichever occurs first.” *Id.*

The takeaways from the *A.R.* decision and the NYSED opinion are that under the IDEA, a student is entitled to receive services until the age of 22, or upon receipt of a high school diploma, whichever comes first. NYSED has further reasoned that districts should consider extending this obligation through the end of the school year wherein a student turns 22 unless they receive a diploma first. Please reach out to our office with any questions.

¹ *A.R.* was the named Plaintiff in a class action, covering all those individuals covered by the IDEA but denied a FAPE by Connecticut while between the ages of 21 and 22.

² The Court also reasoned that for those individuals who were completely excluded from an education placement were entitled to compensatory education.



Salary Transparency Law

Signed by Governor Hochul in December 2022, and effective September 17, 2023, the salary transparency law applies to any employer in New York with four or more employees. Therefore, this new legislation applies to school districts. The law requires: (1) every advertisement for a job, promotion, or transfer opportunity indicates the “compensation or a range of compensation for such job, promotion, or transfer opportunity”; and (2) disclosure of the job description for the position, if it exists. The law defines “range of compensation” as “the minimum and maximum annual salary or hourly range of compensation for a job, promotion, or transfer opportunity that the employer in good faith believes to be accurate at the time of the posting.” The law defines “advertise” as a written description of a job opening made “available to a pool of potential applicants for internal or public viewing, including electronically.” In other words, this applies to all internal and external job opportunities. Additionally, due to an amendment signed in March 2023, there is no longer a requirement to preserve records of the history of compensation ranges and job descriptions. Nonetheless, it may be good practice to keep these records in case the district’s hiring practices are ever challenged. Finally, while there is no private right of action for violations, individuals that felt they are harmed can make complaints to the NYS Commissioner of Labor, who will investigate and issue fines, if appropriate, in the following amounts: up to \$1,000 for the first violation, up to \$2,000 for the second violation, and up to \$3,000 for the third and subsequent violations.

The NYS Department of Labor was tasked to issue guidance but there has been no further information released at this time. Unfortunately for school districts, there will likely be unique issues with their employees, particularly teachers and administrators, that work under salary schedules or that do not have starting wages defined in collective bargaining agreements. How can a district list a maximum salary for a position when that salary could be dependent on years of experience? Should a district just anticipate that the maximum salary is based on 5 years of experience? 10 years? 15 years? Could this lead to union grievances or improper practice charges? Similar issues could also arise with support staff if a collective bargaining agreement does not lay out a range of starting salaries or allows districts the ability to hire above the listed starting rates. Fortunately, the law states the range must be made in “good faith” at the time of posting, so there will hopefully be some latitude with this requirement.

Here are some tips to assist with compliance:

- Have conversations with your bargaining units about the impact of this law.
- Review and update any hiring policies and/or practices.
- Make sure the necessary staff (i.e., human resources) are aware of the new requirements.
- Begin organizing job descriptions and salary ranges.
- Re-post current vacancies that align with the above on September 17, 2023, and thereafter.

In a time when districts usually have multiple job postings for multiple vacancies at any given time, it will be important to understand and follow the new salary transparency requirements to avoid hefty fines. We will keep you posted with any updates issued via regulations or through the inevitable case law.

Religious Accommodation Update

In our July–August 2021 *Advocate*, we discussed the religious accommodation standard under Title VII. Denying a religious accommodation required an “undue hardship.” In 2021, an “undue hardship” meant “having more than a *de minimis* cost or burden on the employer.” This standard was considered a low threshold to pass and could include things like small costs, trivial inconveniences or upset co-workers. However, a recent case from the U.S. Supreme Court, *Groff v. DeJoy* (decided on June 29, 2023), raised the standard.

In a unanimous decision, the Supreme Court ruled that an “undue hardship” now means “substantial increased cost” rather than “more than a *de minimis* cost.” In *Groff*, the plaintiff, a USPS worker, requested a religious accommodation to avoid working on Sundays after the USPS created a policy mandating work on Sundays. The USPS denied the request due to the negative impact the request would have had on his co-workers, and the lower courts accepted this rationale because providing the accommodation would have “more than a *de minimis* cost.” However, the Supreme Court rejected the “more than a *de minimis* cost” standard and adopted the “substantial increased cost” standard. A “substantial increased cost” would require an employer to show an “excessive burden.” The Court said that an “excessive burden” meant that “...granting an accommodation would result in substantial increased costs in relation to the conduct of its particular business.” To make the fact-specific determination, the Court provided relevant factors, including: the specific accommodation and the “practical impact in light of the nature, size, and operating cost of an employer.” Additionally, the Court stated that an accommodation could not be denied based on co-workers’ opinions of religion or their displeasure with the accommodation unless the animosity rose to such a level that business operations were substantially affected. Since it was not explicitly stated that the accommodation was

or was not an undue hardship in this case, the Court remanded the case back to the lower court to decide the case based on the new standard.

Districts need to be aware that the “substantial increased cost” standard must be utilized immediately for any religious accommodation request on a case-by-case basis. Districts will no longer be able to deny a religious accommodation just because it is slightly inconvenient. As such, it is prudent to implement a more thorough “interactive process” before granting/denying a religious accommodation. Finally, we anticipate the EEOC will issue guidance to help employers implement the new “substantial increased cost” standard. Our office will update districts as necessary.

Commissioner Addresses Use Of Counseling In Suspensions

by Shubh N. McTague, Staff Counsel
On Board

In *Appeal of A.W*, the commissioner of education stated that when a school district provides an option for a student to voluntarily participate in counseling as a means of returning to school early from an extended long-term suspension, it must ensure that cost-free services are available to families. This may include the use of school personnel.

The case involved a middle school student who was issued a one-year suspension after he entered an instructional space without permission where a conflict occurred between students. Also, the student was found to have possessed an eight-inch kitchen knife that he later concealed on school property.

The superintendent indicated that the student could return to school in less than a year if he met certain conditions, one of which was completing weekly counseling sessions by a licensed mental health professional. The district provided the parent a list of mental health providers who offered reduced cost

and/or free services, but the parent alleged that procuring these services created a financial hardship for his family.

On appeal, the commissioner dismissed the case as moot, stating the suspension had ended and the parent was not seeking expungement of the student’s suspension from his record.

However, the commissioner felt compelled to address the use of the counseling option offered by the district, stating that while school districts have the discretion under the Education Law to condition a student’s early return from a suspension based on voluntary participation in counseling, “[r]equiring a parent to secure and pay for such services raises substantial equity concerns. As such, school districts must ensure that a cost-free option – including direct delivery by school personnel – is available to families under such circumstances.”

Student’s Suspension Expunged In Its Entirety

In *Appeal of L.O.*, the commissioner of education ordered a district that failed to provide the required legally sufficient notice applicable to a short-term suspension to expunge the entirety of the suspension, and not just the days directly affected by the district’s failure.

Pursuant to Education Law and the commissioner’s regulation, the required notice must provide a description of the incident(s) for which suspension is proposed. It must also inform the person in parental relation of his/her right to request an immediate informal conference with the principal during which the student’s side of the story can be presented and complaining witnesses can be questioned.

The notice and opportunity for an informal conference must take place prior to the suspension, unless a student’s presence poses a continuing danger or an ongoing threat of disruption to the academic process, in which case they must be done as soon as practicable after the suspension is imposed.

In this case, a student made a motion towards a teaching assistant (TA) and another student with his phone as if he were firing a gun. The student’s phone contained a picture of a gun that when touched made the sound of gunfire. Only after the TA asked him twice did the student stop.

The incident was reported by the TA to the principal the next morning, and after a meeting with the student, a five-day suspension beginning that day was imposed. A threat assessment team determined the student did not pose a continuing danger at the time of the suspension.

The principal then sent a notice to the parent advising her of her right to an informal conference. However, the informal conference did not take place until the end of the second day of the suspension, after which the principal declined to modify the suspension.

On appeal, the commissioner found that the district failed to give legally sufficient notice of the short-term suspension as required because the informal conference did not take place prior to the suspension. Furthermore, the district could not use the continuing danger exception to have the informal conference occur after the suspension started as such was not alleged in its notice to the parent nor was there evidence to prove such a danger.

Nonetheless, the district argued that the remaining three days of the suspension after the informal conference was held should not be expunged. The commissioner dismissed this argument, stating that the remedy for procedural errors in a short-term suspension is to expunge the suspension from the record which “encompasses expungement of the entire disciplinary incident.” Thus, the student’s entire five-day suspension was expunged.

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The editorial staff of “*The Advocate*” gratefully acknowledges the contribution by Shubh N. McTague from the New York State School Boards Association publication, “*On Board*,” Volume 24, No. 9, June 26, 2023. Used with permission.

# Impact of Gender Recognition Act On School District Record-Keeping

by Emily Fallon

New York State Association of School Attorneys  
On Board

Three percent of students ages 13 to 17 in New York State identify as transgender, according to an analysis of federal data by the Williams Institute at UCLA Law School. Questions can arise when students inform a teacher or other school official that they wish to be called by a name other than their assigned name at birth and specify the pronouns they wish others to use when referring to them. Does the law require school districts to comply? Should school records be updated? What is the proper process to update school records, and what forms of consent are required?

In 2015, the State Education Department issued a document called “Guidance to School Districts for Creating a Safe and Supportive School Environment For Transgender and Gender Nonconforming Students.” It encouraged but did not require school districts to accommodate name and pronoun changes. It stated:

*Transgender students often choose to change the name assigned to them at birth to a name that is associated with their gender identity. As with most other issues involved with creating a safe and supportive environment for transgender students, the best course is to engage the student, and possibly the parent, with respect to name and pronoun use, and agree on a plan to reflect the individual needs of each student to initiate that name and pronoun use within the school. The plan*

*also could include when and how this is communicated to students and their parents.*

Regarding record-keeping, the guidance states: “Generally, records with the student’s birth name should be kept in a separate, confidential file.”

However, the law changed in 2021, when the New York State Legislature amended the Civil Rights Law, Public Health Law, and Vehicle & Traffic Law to streamline the process for changing an individual’s name and the sex designation on identification documents. When signed into law by then-Gov. Andrew Cuomo, these changes collectively became known as the Gender Recognition Act.

The amendments, which became effective in December 2021, establish criteria to petition for a change of name or a change of sex designation (also known as gender marker), and the procedure to update records maintained by state agencies to contain information consistent with an individual’s new identity. While the law did not expressly amend the Education Law, the text of the legislation makes clear that the new procedures and policies apply to schools:

*A name change order or other government issued document or court issued documentation of name change shall be sufficient to change the petitioner’s name on any document or record issued or maintained by the state of New York or any subdivision thereof... including but not limited to, all school records for current and past students... [emphasis added].*

## How a minor can legally change their name

The law permits minors under 17 years old to petition New York State Supreme Court in the county in which they reside to change their name through either their parent[s] or through their legal guardian[s]. Once the name and/or gender change order is issued by the court, the individual does not need

to provide any sort of notice or publication of their new name in order to submit a request to a school district to update their student records.

The Gender Recognition Act requires that, upon a current or former student providing a court issued name change order or other documentation of a name change, a school district must update the name on any document it issued or continues to maintain with the current or former student’s new name. A request to update such records must be granted upon the showing of a court issued name change order or by presenting other documentation of a record issued or maintained by New York State reflecting the individual’s new name. Such other documentation may include a driver’s license, birth certificate or a social security card with the individual’s new identifying information.

Failure to comply with a name change order may be a violation of state and local non-discrimination laws. An individual could file a complaint with the New York State Division of Human Rights or other relevant enforcement agencies should a school district refuse to comply with a name change order.

### **How a minor can legally alter the designation of their gender**

The law also added Section 67 to the Civil Rights Law, which allows for a petition to change sex designation to be made, and allows the petition to change the sex designation of a minor under 17 years old to be made by the minor’s parent[s] or legal guardian[s]. Section 67 provides that any petition to the court to recognize the gender of an individual and treat the individual consistent with their gender identity does not need any medical documentation. In order for an individual to request that a school district amend its records, they need only produce a court order authorizing the individual to assume the sex designation or a state-issued document reflecting their gender.

Records maintained by a school district that must be updated upon request may include, but are not limited to: graduation records, medical forms, class rosters and any records indicating academic or athletic achievements. Failure to comply with the request may constitute a violation of State Human Rights Law Executive Law section 296) and Civil Rights Law and can be the basis for a complaint to the New York State Division of Human Rights.

If at any point school officials are unsure about whether they are in compliance with the Gender Recognition Act or have questions about how to update their policies and procedures, they should contact their school attorney for guidance.

### **Schools must allow students to mark their gender as ‘x’**

The 2022 state budget bill amended the New York State Civil Rights Law to add a new Section 79-q, which took effect on Jan. 1, 2023. It states: “All New York state agencies that collect demographic information about a person’s gender or sex shall make available to the person at the point of data collection an option to mark their gender or sex as ‘x.’”

School districts are subject to this section of law. To ensure compliance, districts should review and revise all documents—both physical and electronic forms—to ensure that they have made an “x” gender marker available on all forms requesting information on a student’s gender identity.

If questions arise regarding implementing this provision of law, contact your school attorney.

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The editorial staff of “*The Advocate*” gratefully acknowledges the contribution by Emily Fallon of the New York State Association of School Attorneys from the New York State School Boards Association publication, “*On Board*,” Volume 24, No. 6, April 24, 2023. Used with permission.

RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	AVG.
BOCES	2.50	2.70	2.75	2.80	2.80	1.99	4.00	4.00	4.00			3.06
Auburn	2.60	2.60	2.70	2.75	2.80	2.85	4.00	4.00	4.00	4.00		3.23
Cato-Meridian	2.60	2.50	2.85	2.85	2.70	3.50	3.25	3.00				2.91
Jordan-Elbridge	2.50	2.80	2.80	2.80	2.80	4.00	4.00	4.00				3.21
Moravia	2.50	2.90	2.85	2.80	2.80	2.80	4.25	4.25	4.25			3.27
Port Byron	2.60	2.70	2.60	2.88	2.88	2.88	2.88	3.75 +\$600	3.75			2.90
Skaneateles	2.75	3.20	3.10	3.00	3.40	3.60	3.60					3.24
So. Cayuga	2.75	2.75	2.75	\$1,900	3.00	\$1,900	4.75	4.50				3.42
Union Springs	2.50	2.50	2.75	2.80	2.85	2.85	2.88	2.99				2.77
Weedsport	2.50	2.75	2.75	2.75	2.75	3.00	3.00					2.79
	2.58	2.74	2.79	2.83	2.88	3.05	3.66	3.82	4.00	4.00		
BROOME-TIOGA BOCES												
Chenango Valley	2.75	2.75	\$2,000	3.00	3.00	3.00	4.0+ \$1250	4.25	3.25			3.14
Deposit	3.00	3.00	2.99	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00					3.00
Maine-Endwell	2.95	2.95	2.95	3.10 + \$300	3.10	4.90	2.96	2.96	2.96			3.22
Owego-Apal.	2.85	2.75	3.00	3.50	3.00	3.00	4.00	4.00	4.00			3.29
Union-Endicott	2.90	2.90	3.50	3.50	3.00	3.00	4.00	4.00	4.00			3.42
Vestal	2.95	3.00	3.00	3.00	3.00	3.00	3.15	3.20				3.04
Whitney Point	2.60	2.70	3.00	3.00	3.00	3.00	3.00	3.00				2.90
	2.86	2.86	3.07	3.10	3.02	3.38	3.42	3.57	3.55			
DELAWARE-CHENANGO-MADISON-OTSEGO BOCES												
Sidney	3.20	4.00	4.00	4.00	4.00	3.00	4.00	4.00	4.00			3.80
OSWEGO BOCES												
Hannibal	2.20	2.75	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.88
TOMPKINS-SENECA-TIOGA BOCES												
Candor	2.0 + \$500	3.20	2.0 + \$44/step	2.0 + \$44/step	1.25	2.0 + \$45/step	2.0 + \$45/step	3.50				2.65
Dryden	3.05	3.13	4.42	4.25	4.14	3.31	\$200 + 4.80	\$200 + 4.80	\$200 + 4.80			3.72
Groton	2.70	6.00	6.00	3.00	3.00	3.00	3.50					3.89
Lansing	3.25	2.85	2.90	2.65	3.75	3.75	3.50	3.50				3.27
Newfield	2.50	3.25	3.00	3.25	3.00	3.00	3.75	4.00	4.25			3.33
South Seneca	2.75	3.25	3.25	3.50	3.50	3.50	3.50					3.32
Trumansburg	3.00	3.25	3.50	3.50	3.00	3.25	3.75	4.00				3.41
	3.11	3.72	3.72	3.60	3.09	3.30	3.60	3.75	4.25			

RECENT AREA TEACHER CONTRACT SETTLEMENTS

WAYNE - FINGER LAKES BOCES

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	AVG.
Clyde-Savannah	3.50	3.25	3.25	3.00	2.0 + \$125	3.30	3.25	3.25	3.25			3.26
Dundee	3.40	2.50	4.00	3.25	3.25	2.75	2.75	2.75	2.75			3.04
Gananda	3.00	3.20	3.10	3.20	3.40	3.00	5.00	5.00				3.61
Geneva	3.50	3.50	2.50	3.00	2.50	2.50	2.70					2.89
Gorham-Middlesex	3.00	3.00	3.00	3.00	3.20	3.50	3.50	3.50				3.21
Honeoye	2.90	3.30	3.30	3.35	3.45	3.60	3.60	3.50	3.40			3.38
Lyons	2.90 + \$700	2.90 + \$300	2.90 + \$200	3.10*	3.30*	5.10	3.60	3.60	3.60			3.72
Manchester-Shortsville	3.00	2.50	2.50	2.50	4.50	4.50	4.00	4.00				3.44
Naples	2.50	2.60	3.50	3.45	3.35	3.25	3.50	3.50				3.21
Newark	3.00	3.00	3.25	3.10	3.20	3.30	3.30	3.30	3.30			3.19
Palmyra-Macedon	2.75	2.75	2.75	3.25	3.25	3.25	3.25	3.50				3.09
Penn Yan	2.30	3.00	3.00	3.00	3.00	3.0% + \$125	3.0% + \$125	4.00 + \$1500	4.00	4.00		3.19
Phelps-Cl Springs	3.00	3.00	3.00	3.00	3.00	3.60	3.90	3.40	3.75	3.60	3.50	3.34
Red Creek	4.00	3.25	3.00	2.50			3.90 + \$600	3.90 + \$600	3.90 + \$600			3.49
Romulus	3.00	3.00	3.00	2.75	2.75	2.75	3.75	3.75				3.09
Seneca Falls	2.75	2.50	2.00	3.00	3.00	3.00	3.80	3.60	3.30	+1,200		2.99
Sodus	3.00	3.30	3.30	3.00	3.00	3.00	3.00	3.95	3.75	3.5	3.00	3.21
					* 2019-20, 2020-21, 2021-22, and 2022-23 or 2% off schedule, or \$12,000 if applicable			* Off Schedule: 2023-24: 3.45%, 2024-25: 3.25%, and 2025-26: 3.0%				
Waterloo	3.00	3.00	3.50	3.50	3.25	3.25						3.25
Wayne	4.00	2.50	3.00	3.00	3.00	3.00	3.50	3.50				3.19
Williamson	2.60	2.50	3.00	3.00	3.75	3.15	3.80	3.50	3.25	3.25		3.18
	3.06	2.93	3.05	3.08	3.23	3.32	3.56	3.64	3.48	3.46	3.25	

* Lyons: 2019-20 and 2020-21 + \$1,000 at 21 years; 2021-22 all unit members received an extra assignment

Denotes Current Contract
Denotes Previous Contract

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Avg.
BOCES												
Aides (CSEA)	2.50	2.50	2.70	2.75	2.80	1.99	1.99	1.99				2.40
Non-Instructional	2.50	2.70	2.75	2.80	2.80	1.99	4.00	4.00	4.00			3.06
Auburn												
Aides/Clerical (NYSUT)	2.60	2.60	2.60	2.90	2.85	2.80	2.75	2.75				2.73
Bus Drivers (CSEA)	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90				2.81
Cust/Maint. (CSEA)	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90				2.81
Nurses (SEIU)	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50		2.50
Cato-Meridian												
Aides/Ass'ts (SEIU)	75¢/hr	75¢/hr	50¢/hr	45¢/hr	45¢/hr	7.00	3.00	3.00				4.33
Bus Drivers (CSEA)	2.00	2.50	2.50	2.25	2.25	5.00	3.00	3.00	3.00			2.83
Cust./Maint. (CSEA)	2.00	2.50	2.50	2.25	2.25	5.00	3.00	3.00	3.00			2.83
Jordan-Elbridge												
Aides/Clerical(SEIU)	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0	\$2+4.0	\$1.50+4.0	\$1.50+4.0			2.70
Bus Drivers	2.50	2.50	2.50	3.00	3.00	3.00	4.00	4.00	4.00			3.17
Cust./Maint (SEIU)	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0	\$2+4.0	\$1.5+4.0	\$1.5+4.0			2.70
Cafeteria (SEIU)	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0	\$2+4.0	\$1.5+4.0	\$1.5+4.0			2.70
Transportation	2.75	2.75	2.75	3.00	3.00	3.00	4.00	4.00	4.00			3.17
Moravia												
							On 1/1/22 add \$1.40/hr					
Aides/Ass't (CSEA)	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75	\$2/hr	6.00	5.00		3.54
CSEA	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75	\$2/hr	6.00	5.00		3.54
Port Byron												
Aides (SEIU)	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00	3.36
Cust./Maint. (CSEA)	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00	3.36
Cafeteria (CSEA)	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00	3.36
Nurse (CSEA)	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00	3.36
Clerical (SEIU)	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr	4.00	4.00	4.00	4.00	3.36
Skaneateles												
Aides (CSEA)	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00				2.88
Tchr Ass't (CSEA)	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00				2.88
Cust./Maint (CSEA)	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00				2.88
Nurses (CSEA)	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00				2.88
Clerical (CSEA)	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00				2.88
So. Cayuga												
Aides (CSEA)	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25				3.13
Tchr. Ass't (CSEA)	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25				3.13
Bus Drivers (CSEA)	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25				3.13
Bus Mech (CSEA)	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25				3.13
Cust./Maint (CSEA)	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25				3.13
Cafeteria (CSEA)	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25				3.13

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES cont'd

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Avg.	
So. Cayuga cont'd													
Nurses (CSEA)	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25				3.13	
Clerical (CSEA)	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25				3.13	
Union Springs													
Aides (SEIU)	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.50	
Tchr. Ass'ts (SEIU)	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.50	
Bus Drivers (CSEA)	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.80	
Bus Mech (CSEA)	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.80	
Cust/Maint. (CSEA)	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.80	
Cafeteria (CSEA)	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.80	
Nurses (SEIU)	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.50	
Clerical (SEIU)	2.50	*2.50	*2.50	*2.50	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.50	
		* @ % + \$250											
Weedsport													
Aides (CSEA)	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25				2.78	
Bus Drivers (CSEA)	*2.50	*2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25				2.79	
Bus Mech (CSEA)	2.50	2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25				2.79	
Cust/Maint. (CSEA)	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25				2.78	
C-O BOCES Avg.	2.43	2.60	2.73	2.84	2.83	3.26	3.08	3.27	4.04	4.06	4.00		
BROOME-TIOGA BOCES													
Chenango Valley													
Non-Instruct. (NYSUT)	3.00	3.00	3.00	3.00	3.0 or 70¢/hr	3.0 or \$1/hr	3.0 or 70¢/hr	3.0 or 70¢/hr				3.00	
Deposit													
CSEA	3.00	3.00	3.00	\$1/hr	4.00	50¢/hr	\$2/hr	\$1.25/hr	\$1.25/hr			3.25	
Maine-Endwell													
Cust./Maint.	50¢/hr	75¢/hr	65¢/hr	60¢/hr	50¢/hr	75¢/hr	75¢/hr	75¢/hr	75¢/hr				
Supp Staff	\$1150-\$1375	\$950-\$1225	\$850-\$1150	75¢/hr	75¢/hr	70¢/hr	80¢/hr	80¢/hr	80¢/hr				
Transp	\$910-\$1625	\$860-\$1525	\$810-\$1425	\$300 + 3.25	\$300 + 3.25	70¢/hr	70¢/hr	70¢/hr				3.25	
Owego-Apalachin													
NYSUT	2.50	2.50	2.85	2.85	2.85	4.99 + 30¢/hr	4.99 + 30¢/hr	4.99 + 30¢/hr				3.57	
Union Endicott													
Cafe. Workers	2.70	3.40	*3.00	*3.00	3.00	3.00	4.0+80¢	4.0+80¢	4.00	4.00		3.26	
Cent Office	2.70	3.40	3.00	3.00	3.00	3.00	4.0+80¢	4.0+80¢	4.00	4.00		3.26	
Comp & Tech	2.70	3.40	3.00	3.00	3.00	3.00						3.02	
Dist Office	2.70	3.40	3.00	3.00	3.00	3.00						3.02	
Maint. Workers	2.70	3.40	5.00	3.00	2.00	2.00	\$1500 + 4.00	\$1500 + 4.00	4.00	4.00		3.26	
School Aides	2.70	3.40	3.00	*3.00	*3.00	12.9	3.00	3.00	3.00			4.11	
Transp	2.70	3.40	3.00	3.00	3.00	3.00	\$2.50	\$1.50	\$1.50			3.03	

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Avg.
BROOME-TIOGA BOCES cont'd												
Vestal												
Paraprofessional		3.00	3.00	3.00	3.00							3.00
Employees	2.90	2.95	3.00									2.95
B-T BOCES Avg	2.73	3.17	3.15	2.98	2.98	4.56	4.00	4.00	3.75	4.00		
OSWEGO BOCES												
Hannibal												
CSEA	2.50	2.75	3.00	3.00	3.00	2.25	2.00					2.56
HEA	2.20	2.25	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00		2.79
TOMPKINS-SENECA-TIOGA BOCES												
Dryden												
NYSUT	2.90	3.75	3.50	3.50	3.00	3.80	3.80					3.46
Groton												
CSEA	2.25	2.25	2.25	\$1.50/hr	3.00	60¢/hr	\$1.30-\$2	50¢/hr	3.00	3.00		2.63
Lansing												
NYSUT	3.00	50¢/hr	60¢/hr	75¢/hr	75¢/hr	\$1.29/hr						3.00
Newfield							+ 25¢/hr					
CSEA	2.25	3.00	3.00	3.00	3.00	4.50	4.50					3.32
South Seneca												
Local	2.60	2.10	2.00	\$1.40-\$2.00/hr	3.50	2.50	2.50					2.53
Trumansburg												
Local	50¢/hr	56¢/hr	3.50	3.00	3.25	3.00	3.25	3.50				3.25
T-S-T BOCES Avg.	2.60	2.78	2.85	3.17	3.15	3.45	3.51	3.50	3.00	3.00		
WAYNE-FINGER LAKES BOCES												
Clyde-Savannah							* 1.5% - 3%, based on years					
Supp Pers (CSEA)	3.50	3.50	3.50	3.50	2.50	*+70¢/hr	2.50	2.50	2.50			3.00
Transp.	3.75	3.60	3.50	3.50	75¢/hr	3.00	1.50	0.00*				2.64
							*up to \$28.50/hr based on yrs					
Dundee												
CSEA	2.50	2.50	2.50	4.00	4.00	4.00	\$1.80	4.00	4.00	4.00		3.50
Gananda												
CSEA	50¢/hr or 3.2%	70¢/hr or 3.2%	70¢/hr or 3.2%	75¢/hr	\$1.25/hr	75¢/hr						
Geneva			*for 5+ yrs of service up to \$1.00									
CSEA	3.00	3.00	*5¢/hr/yrs	75¢/hr	75¢/hr	75¢/hr	\$1/hr	\$1/hr				3.00
Gorham-Middlesex (NYSUT)												
Bus Drivers	2.70	2.70	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$3/hr	\$1/hr	\$1/hr	\$1/hr		2.70
Cust./F Serv	2.50	50¢/hr	50¢/hr	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.83
Teacher Aides	2.70	50¢/hr	50¢/hr	3.00	3.00	3.75	\$1/hr	\$1/hr	\$1/hr			3.06

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

WAYNE-FINGER LAKES BOCES con't

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Avg.
Honeoye						*+\$/hr based on years						
NYSUT	3.00	2.95	2.95	3.50	3.35	*3.30	3.30					3.18
Lyons												
NYSUT	1.80	1.80	1.80	2.90	2.90	2.90	2.90	2.90	2.90			2.53
	+54¢/hr	+54¢/hr	+54¢/hr	+70¢/hr	+70¢/hr	+70¢/hr	+90¢/hr	+90¢/hr	+90¢/hr			
Manchester-S'ville												
CSEA	2.50	2.50	35¢/hr	30¢/hr	60¢/hr	70¢/hr	70¢/hr	\$1/hr	\$1/hr	\$1/hr		2.50
Naples								* greater of		* greater of		
CSEA	2.80	2.90	2.90	3.50	3.50	3.75 (at least)	*3.9 or 70¢/hr	*3.9 or 70¢/hr	*3.9 or 70¢/hr	*3.9 or 70¢/hr	*3.9 or 70¢/hr	3.53
Newark		*or starting rate +1.2% if greater										
Custodians (CSEA)	2.00	* 50¢/hr	2.90	2.90	2.75	\$2.25/hr	\$1.75/hr	\$1.00/hr	\$1.00/hr			2.59
Tchr Aides/Asst (NYSUT)	*2.25	*2.25	1.50	* 2.9 + 40¢/hr	* 2.9 + 35¢/hr	* 2.9 + 35¢/hr						2.39
	* 2.25-3.0% based on years			* OR Salary Rate								
Palmyra-Macedon												
CSEA	2.90	\$2,400/ salary	\$2,500/ salary	\$2,500/ salary	\$2,500/ salary	\$2,600/ salary	\$2,080/ salary	3.50				3.35
		\$1.15/hr	\$1.20/hr	\$1.20/hr	\$1.20/hr	\$1.25/hr	\$1.00/hr					
Penn Yan												
CSEA	2.35	2.35	3.00	3.00	3.00	3.00	3.00	3.00				2.77
Phelps-CI Springs (NYSUT)						On 1/1/22 add \$2.50/hr						
Nurses/Food Serv/Bus Driver/Maint	3.00	3.00	3.00	2.25	3.50	3.50	2.00	2.50	2.50			2.73
Aides/Clerical	3.00	3.00	3.00	3.00	4.30	4.50	4.50					3.41
Romulus												
CSEA	3.00	3.00	3¢/hr +2.85%	3¢/hr +2.85%	3¢/hr +2.85%	3¢/hr +2.85%	3.00	3.00	2.75			2.91
		or	48¢/hr	48¢/hr	48¢/hr	48¢/hr						
Seneca Falls												
NEA/NYSUT	2.75	2.50	2.00	3.00	3.00	2.50	2.00					2.59
Sodus								+50-75¢				
CSEA	3.15	3.20	3.20	3.25	3.00	3.00	3.00	3.00	3.50	3.50	3.75	3.23
Waterloo												
NEA/NYSUT	3.00	3.00	3.00	3.00	3.00	3.00	% based on YOS	4.00	4.00	4.00		3.33
Wayne												
CSEA	2.90	2.70	2.90	5.00	4.25	4.00	4.00	4.00	4.00	3.75	3.500	3.73
			OR \$1.00/hr									
Williamson												
CSEA	2.00	3.50	3.25	3.00	3.00	3.00	2.75	2.75	2.75			2.78
WFL BOCES Avg.	2.76	2.85	2.83	3.11	3.37	3.45	2.97	2.95	3.03	3.81	3.63	

AREA UNEMPLOYMENT RATES

New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2023	4.6%	4.5%	4.0%	3.7%	3.8%	4.2%	4.1%						
2022	5.3%	5.1%	4.7%	4.2%	4.1%	4.3%	4.8%	4.9%	3.9%	3.6%	3.7%	3.8%	4.4%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2023	4.1%	3.9%	3.4%	2.6%	3.0%	3.3%	3.1%						
2022	4.0%	4.2%	3.9%	3.3%	3.2%	3.4%	3.7%	3.7%	3.1%	2.5%	2.8%	3.0%	3.4%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2023	4.2%	4.0%	3.6%	2.6%	2.9%	3.0%	3.1%						
2022	4.0%	4.3%	4.1%	3.2%	3.0%	3.2%	3.6%	3.7%	2.9%	2.3%	2.7%	3.0%	3.3%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2023	4.7%	4.2%	3.7%	2.7%	3.1%	3.5%	3.5%						
2022	4.5%	4.6%	4.3%	3.5%	3.3%	3.7%	4.1%	4.1%	3.3%	2.7%	3.0%	3.2%	3.7%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2023	3.5%	2.9%	2.4%	2.0%	2.5%	3.0%	2.9%						
2022	2.8%	3.0%	2.7%	2.3%	2.4%	2.8%	3.2%	3.0%	2.6%	2.1%	2.3%	2.4%	2.6%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2023	4.0%	3.7%	3.3%	2.4%	2.6%	2.8%	2.7%						
2022	3.6%	3.8%	3.6%	2.8%	2.7%	2.9%	3.1%	3.2%	2.6%	2.2%	2.5%	2.8%	3.0%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2023	4.0%	3.7%	3.3%	2.5%	2.9%	3.1%	3.2%						
2022	3.9%	4.1%	3.8%	3.1%	3.1%	3.4%	3.7%	3.8%	3.1%	2.5%	2.8%	2.9%	3.4%

* Please note that 2022 data has been updated as labor force statistics for all LAUS areas are revised each year as part of the benchmarking process. The annual benchmarking process is part of the nationwide re-estimating procedure mandated by the U.S. Bureau of Labor Statistics.

Source: New York State Department of Labor Statistics

www.labor.state.ny.us

CONSUMER PRICE INDICES

	INDEX 1982-84 BASE YEAR=100	% INCREASE FROM PRIOR MONTH	% INCREASE FROM PRIOR YEAR
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June 2023

NY-Northeastern New Jersey Area

1. All Urban Consumers	321.290	0.4	2.5
2. Urban Wage Earners & Clerical Workers	315.126	0.5	1.8

U.S. City Average

1. All Urban Consumers	305.109	0.3	3.0
2. Urban Wage Earner & Clerical Workers	299.394	0.3	2.3

July 2023

NY-Northeastern New Jersey Area

1. All Urban Consumers	322.496	0.4	3.2
2. Urban Wage Earners & Clerical Workers	316.105	0.3	2.5

U.S. City Average

1. All Urban Consumers	305.691	0.2	3.2
2. Urban Wage Earners & Clerical Workers	299.899	0.2	2.6

COST OF LIVING UPDATE

ALL CITIES

NY - NORTHEASTERN NEW JERSEY

Month	Revised Wage Earner Index	%	All Urban Consumers Index	%	Revised Wage Earner Index	%	All Urban Consumers Index	%
Jan-21	255.3	1.6	261.6	1.4	279.9	1.4	285.5	1.2
Feb-21	256.8	1.9	263.0	1.7	281.0	1.7	286.5	1.4
Mar-21	258.9	3.0	264.9	2.6	281.8	2.1	287.5	2.0
Apr-21	261.2	4.7	267.1	4.2	283.9	3.3	289.5	3.2
May-21	263.6	5.6	269.2	5.0	285.3	3.2	291.0	3.2
Jun-21	266.4	6.1	271.7	5.4	288.3	4.3	293.9	4.1
Jul-21	267.8	6.0	273.0	5.4	288.3	3.7	293.6	3.5
Aug-21	268.4	5.8	273.6	5.3	289.1	4.0	293.9	3.7
Sep-21	269.1	5.9	274.3	5.4	290.7	4.2	295.5	3.8
Oct-21	271.6	6.9	276.6	6.2	291.8	4.9	296.5	4.3
Nov-21	273.0	7.6	277.9	6.8	293.0	5.5	297.5	5.0
Dec-21	273.9	7.8	278.8	7.0	292.7	5.0	296.9	4.4
Jan-22	276.3	8.2	281.1	7.5	296.2	5.8	300.2	5.1
Feb-22	278.9	8.6	283.7	7.9	297.0	5.7	301.2	5.1
Mar-22	283.2	9.4	287.5	8.5	300.9	6.8	305.0	6.1
Apr-22	284.6	8.9	289.1	8.3	303.2	6.8	307.8	6.3
May-22	288.0	9.3	292.3	8.6	305.2	7.0	309.2	6.3
Jun-22	292.5	9.8	296.3	9.1	309.6	7.4	313.6	6.7
Jul-22	292.2	9.1	296.3	8.5	308.5	7.0	312.6	6.5
Aug-22	291.6	8.7	296.2	8.3	309.0	6.9	313.3	6.6
Sep-22	291.9	8.5	296.8	8.2	308.5	6.1	313.3	6.6
Oct-22	293.0	7.9	298.0	7.7	308.8	5.8	314.3	6.0
Nov-22	292.5	7.1	297.7	7.1	309.6	5.7	315.0	5.9
Dec-22	291.1	6.3	296.8	6.5	309.9	5.9	315.7	6.3
Jan-23	293.6	6.3	299.2	6.4	312.2	6.0	318.2	6.0
Feb-23	295.1	5.8	300.8	6.0	313.3	5.5	319.3	6.0
Mar-23	296.0	4.5	301.8	5.0	312.8	4.0	319.0	4.6
Apr-23	297.7	4.6	303.4	4.9	313.2	3.3	319.2	3.7
May-23	298.4	3.6	304.1	4.0	313.7	2.8	320.0	3.5
Jun-23	299.4	2.3	305.1	3.0	315.1	1.8	321.3	2.5
Jul-23	299.9	2.6	305.7	3.2	316.1	2.5	322.5	3.2
Aug-23								
Sep-23								
Oct-23								
Nov-23								
Dec-23								

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