



THE ADVOCATE

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Providing comprehensive
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*Happy Holidays from the
Office of Personnel Relations*



Equal Athletic Opportunity Under Title IX

A recent case from the Western District of New York highlights on going issues some school districts have with maintaining the “equal athletic opportunity” requirement under Title IX, as well as a possible repercussion for ignoring calls to cure a violation. In the case *Myers v. Board of Education of the Batavia City School District*, (13-CV-342S (W.D.N.Y. Sept. 7, 2016)), the plaintiffs brought an action against the school district alleging that the boys’ baseball team was given “superior facilities and equipment” over the girls’ softball team. Specifically, the boys’ team played home games in a professional minor league baseball stadium while the girls’ softball team played on an allegedly poorly maintained field that lacked items such as an outfield fence, lights, scoreboard, dugouts, or stands. It was alleged that the boys’ junior varsity baseball team played on better fields than the girls’ varsity softball team. Furthermore, the plaintiffs in *Myers* complained that they did not have access to bathrooms or locker rooms and were given equipment that was inferior to the boys’ teams. The lawsuit claimed that the district had known about the inequity for some time. The plaintiffs did not ask for monetary damages, but sought remediation of the violation and attorney fees. The United States Department of Education has promulgated regulations for the implementation of Title IX. Those regulations set forth the expectations for schools to follow when providing athletic opportunities, see 24 C.F.R. § 106.41. Therein it states:

(a) *General*. No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered by a recipient, and no recipient shall provide any such athletics separately on such basis.

...

(c) *Equal opportunity*. A recipient which operates or sponsors interscholastic, intercollegiate, club or intramural athletics shall provide equal athletic opportunity for members of both sexes. In determining whether equal opportunities are available the Director will consider, among other factors:

- (1) Whether the selection of sports and levels of competition effectively accommodate the interests and abilities of members of both sexes;
- (2) The provision of equipment and supplies;
- (3) Scheduling of games and practice time;
- (4) Travel and per diem allowance;
- (5) Opportunity to receive coaching and academic tutoring;
- (6) Assignment and compensation of coaches and tutors;
- (7) Provision of locker rooms, practice and competitive facilities;
- (8) Provision of medical and training facilities and services;
- (9) Provision of housing and dining facilities and services;
- (10) Publicity.

24 C.F.R. § 106.41.

The parties in *Myers* settled their dispute before a ruling on the merits of the case were deter-

mined by a jury; however, it is clear that the plaintiffs' argument touched on points 24 C.F.R. §106.41(c)(2) and (7) (provision of equipment and supplies; and Provision of locker rooms, practice and competitive facilities). Upon settling the matter, the district's counsel informed the Court that areas of grievance had been "provided for" or "other wise been resolved." *Myers v. Bd. of Ed. of the Batavia City Sch. Dist.*, 13-CV-342S at *2.

The decision in *Myers* does not set forth "how" the discrepancy between the softball and baseball teams' facilities and playing field came to be, but under the law the "how" is not a significant factor. Districts should take notice of any apparent discrepancies between girls' and boys' sports teams and, when possible, provide identical facilities, playing fields, and equipment. If it is not possible to provide identical facilities, playing fields, and equipment, districts should consult with counsel to determine what can be done to satisfy the requirements of the law.

School districts should be cautious that they do not ignore complaints of unequal treatment of girls' and boys' sports teams. One of the costs of failing to address violations before the matter is taken to court is the "prevailing party" attorney fee rule under Title IX. Under this rule, a court can award the prevailing party reasonable attorneys fees, see 42 U.S.C. § 1988(b). In *Myers*, the Court found that, since the settlement of the matter addressed "nearly all they sought through [plaintiffs'] Complaint," they were the prevailing party; the Court refused to reduce the almost \$66,000 in attorney fees and approximately \$2,600 in cost reimbursement. *Myers*, 13-CV-342S at *5. This finding is of note, because the case never even went through the discovery phase.

After the plaintiffs in *Myers* filed their action, they entered into negotiations with the district to resolve the matter. The decision noted that the plaintiffs' attorney prepared and served discovery demands, but there is no indication that their attorneys did anything else "litigation" centered. The work of the plaintiffs' counsel in this matter was in the negotiation of the settlement terms in the consent decree. The work performed by plaintiffs' counsel was done to prepare for and participate in discussions and two rounds of negotiations that included written proposals and

counter proposals, and a meeting with a mediator. *Myers*, 13-CV-342S at *5. There were three plaintiffs' attorneys, one whose fees were \$185 an hour and two that received \$305 an hour. Together the plaintiffs' attorneys put 297 hours of work into the case. *Myers*, 13-CV-342S at *3-4.

The *Myers* case shows how quickly attorneys' fees can be generated and approved by courts, even when there is little to no actual litigation of a matter, and it highlights the need for school districts to take Title IX complaints seriously.



Beware the Cat's Paw

It would be nice if this article contained a list of cute cat videos; however, the title refers to the "Cat's Paw theory" of liability in employment discrimination/retaliation actions. It comes from the fable *The Monkey and the Cat*. In the fable, a monkey tricks a cat into reaching into a fire to take out chestnuts. As the cat pulls each chestnut out of the fire, the monkey eats it and all the cat gets is a burnt paw.

In the law the theory goes like this: employers can be held liable for discrimination/retaliation – even if there is no evidence that the ultimate person making the hiring or firing decision (the decision maker) acted in a discriminatory manner – if it can be proven that someone else in the organization essentially duped the decision maker into making the discriminatory/retaliatory action based on an improper motive. This theory can be brought up on its own merits or in response to a defense that the decision maker had an honest belief that the plaintiff behaved improperly, regardless if they had or not. A recent case is pending in the Western District of New York, where the Court denied a district's motion for summary judgment based in part on an application of the Cat's Paw theory, see *Sahrle v. Greece Cent. Sch. Dist.*, 10-CV-6631 *6 (W.D.N.Y. September 6, 2016).

In practice, it is not out of the ordinary to hear an employee facing termination to claim that

a supervisor “out to get them” fabricated the allegations. School districts are susceptible to such claims since often times the decision maker, either the superintendent of schools or board of education, may be far removed from the alleged conduct. As a matter of practicality and by law in the case of board members, the decision makers have to rely on the honesty and accuracy of building principals, assistant administrators, and supervisors to make hiring and firing decisions.

It is a good policy, therefore, to establish set procedures/questions when hiring and investigating conduct that could lead toward discipline. This includes having clear procedures in place, which have been articulated to employees, about what to do if they feel like they are being discriminated or retaliated against. These policies can help establish objective criteria that the district can rely upon if it ever has to defend its decision.

A better policy is to establish practices as noted previously, but include the added step of having someone other than the decision maker, principal, assistant administrator, or supervisor verify and weigh in on the evidence. If at all possible, it is beneficial to have the person verifying the evidence to be far removed personally or professionally from the person who did the investigation; this could even be a person from outside the district. The best policy may be to have someone from the outside do an independent investigation into the matter and only use the evidence presented by the principal, assistant administrator, or supervisor as a reference point to begin the investigation.

Unfortunately, there is no guarantee that even using best practices will shield a district from all litigation. In *Sahrle v. Greece Central School District*, the superintendent had an external investigator look into the allegations (*Sahrle*, 10-CV-6631 *2), but one of the alleged bad actors assisted in the investigation and report that ultimately convinced the district to seek discipline against the teacher. *Id.* @ *2 and 6. However, good documentation, verification, and a truly independent investigation is the basis for a good defense against discrimination/retaliation claims and the Cat’s Paw theory of liability.



Superintendent’s Hearing Notice – A Refresher

It is important that prior to a superintendent’s hearing, the parent and student receive reasonable notice notifying them of the hearing. Failure to do so may result in due process violations and the possibility of a long-term suspension being overturned or expunged by the Commissioner of Education.

Education Law § 3214(3)(c) provides that the parents or legal guardians are entitled to “reasonable” prior notice of charge(s) and date of the superintendent’s hearing for their student(s). Education Law § 3214 and its regulations do not state how long in advance the parents and student must be advised of the hearing, but the Commissioner has said, “What constitutes ‘reasonable notice’ varies with the circumstances of each case.” The Commissioner has also stated that reasonable notice includes enough time to allow the student and his parents/person in parental relationship with the child to have the opportunity to consult with an attorney and prepare an adequate defense.

Unlike the requirement stating that notices of suspension of less than five days be either hand delivered or sent via express mail, Education Law and its regulations do not prescribe how the hearing notice is to be delivered. Thus, regular mail, hand delivery or certified mail can be used. If the parents do not live together, both parents must receive the notice unless there is a court order prohibiting one or both of the parents from having contact with the child. The notice must be sent to the last known address of the parents, even if you know this is not an accurate address.

If it is early in the school year and all student records have not been updated, check the most recent record submitted by the parents to ensure that the most recent address is used.

To ensure that “reasonable” notice is provided, it is recommended that the parent(s) or legal guardian(s) receive the properly drafted notice at least two days prior to the superintendent’s hearing. One day notice will likely be insufficient and verbal notice, by itself, is insufficient. However, the Commissioner has stated that less than two days notice, combined with a five-day oral notice, was sufficient. Districts should hand deliver the notice and make a record of who delivered the notice, to whom the notice was delivered, and when the notice was delivered. If there is time to mail the notice, it should be sent via certified mail, and someone from the District should follow-up with the parents or guardians to make sure that the notice was received at least two days before the hearing. While sending a notice by certified mail and obtaining a signed return receipt will likely constitute reasonable notice, keep in mind that certified mail may not always constitute reasonable notice if the parent(s) only received the notice one day before the hearing.

Moreover, the Commissioner indicates that “notice of a superintendent’s hearing should include, at the very least, the date of the incident(s) and a brief description of the conduct that is alleged to have occurred.” The description does not need to be an overly detailed account of what happened during an investigation or a verbatim copy of administrative referrals. Adding superfluous information to the notice of charges will only cloud the issues and make it more difficult for the district to prove the relevant charges. Hearing officers may have to prove every sentence of a charge, even descriptive sentences about what an administrator did or did not do during an investigation that does not pertain to the student’s actions. The administrator can add other information and further details, including any student admissions, at the hearing in his/her testimony. For example, a charge can state: “The student was in possession of marijuana on December 12, 2016. The marijuana was found in the student’s backpack while on District property.”

What happens if the parents and/or student(s)

do not show up for the hearing? If the District does not have proof that the letter was sent and received by the parent(s) and/or student(s), the Commissioner would likely view this as a failure to give the student proper due process and could expunge the student’s suspension, if appealed after a hearing. It is important to note that having an administrator testify that the letter was mailed would likely be insufficient to prove the parent(s) and/or student(s) received the notice, unless it was the specific administrator that mailed the notice and that administrator spoke with the parent(s) prior to the hearing to verify the letter was received. Therefore, if the District does not have any evidence that the notice was sent *and* received by the parent, the hearing may have to be adjourned to verify that the parent(s) and/or student(s) received the notice. The District should try to avoid this scenario, as it results in wasted time that could have been easily avoided.

In order to avoid these pitfalls, the District should always have at least one of the following ready for the hearing if the parent(s) and/or student(s) do not attend:

1. A witness ready to testify that the letter was sent to the parent. This is usually going to be the Superintendent’s secretary.
2. A witness ready to testify that he/she spoke with the parent about the hearing.
3. An affidavit signed by the employee that mailed the notice indicating the notice was sent to the parent via mail or hand delivery.
4. A certified mail receipt indicating that the parent received the letter.
5. A witness ready to testify who hand delivered the notice to the parent(s) and/or student(s).

With the above evidence ready at the hearing, the District can proceed with the hearing if the parent(s) and/or student(s) fail to attend. We hope that this refresher will help districts proceed with hearings as efficiently as possible.

RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	AVG.
BOCES	4.50	4.50	1.50	1.75	2.25	2.25	2.25	2.50				2.69
Auburn	3.45	3.00	3.00	0.00	2.25	2.25	2.60	2.60	2.60			2.42
Cato-Meridian	3.80	3.80	3.80	2.00	2.00	2.00	2.70	2.60	2.50			2.80
Jordan-Elbridge	3.85	3.90	0.50	2.01	2.18	2.50	2.50	2.50				2.49
Moravia	4.00	4.00	2.00	2.00	0.00	2.50	2.50	2.50				2.44
Port Byron	4.25	3.70	2.00	2.00	2.00	2.00	2.50	2.60	2.70	2.60		2.64
Skaneateles	3.75	3.75	1.50	1.50	1.50	2.50	2.60	2.75				2.48
So. Cayuga	4.00	2.00	2.00	2.00	2.00	2.25	2.25	2.75	2.75	2.75		2.48
Union Springs	4.25	4.25	2.00	2.00	2.00	2.00	2.50	2.50				2.69
Weedsport	4.35	4.50	0.00	2.00	2.00	2.00	2.50	2.50				2.48
	4.02	3.74	1.83	1.73	1.82	2.23	2.49	2.58	2.64	2.68		

BROOME-TIOGA BOCES

Chenango Vall.	4.10	2.50	2.75	2.75	2.75	2.75	2.75	2.75	2.75			2.87
Deposit	4.25	2.50	2.50	2.00	2.50	2.50	3.00	3.00	3.00	2.99		2.82
Maine-Endwell	4.50	4.50	4.50	4.50	2.60	2.80	2.95					3.76
Owego-Apal.	4.35	2.95	2.95	2.95	2.00	2.00	2.95	2.85	2.75			2.86
Union-Endicott	4.00	\$2,253	2.70	2.70	2.70	2.70	2.60	2.90	2.90			2.90
Vestal				\$1,500	2.60	2.95	2.95	2.95				2.85
Whitney Point	3.00	3.30	3.50	0.00	2.20	2.20	2.50	2.60	2.70			2.44
	4.03	3.15	3.15	2.48	2.48	2.56	2.81	2.84	2.82	2.99		

GENESEE VALLEY BOCES

Geneseo		4.20	4.20	2.00	2.00	2.00	3.00	3.00	3.00			2.93
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OSWEGO BOCES

Hannibal	3.50	3.50	0.00	1.75	1.75	2.20	2.20	2.20				2.14
Oswego	4.00	4.00	0.00	1.75	2.00	2.00	2.00	0.00				1.97
	3.75	3.75	0.00	1.75	1.88	2.10	2.10	1.10				

TOMPKINS-SENECA-TIOGA BOCES

BOCES	4.00	4.00	4.00									4.00
Candor	3.00	3.00		2.00	2.00	1.5 + \$1000	1.5 + \$1000	2.0 + \$500				2.15
Dryden	4.20	2.60	2.60	3.00	3.00	3.00	3.00	3.05				3.06
Groton	3.50	3.50	3.50	3.50	2.50	2.60	2.70	2.70				3.06
Ithaca	2.20	2.00	2.00	2.00	2.00	2.00	2.00	4.50	\$1,930	3.00		2.41
Lansing	3.40	3.50	3.50	2.70	2.70	3.00	3.00					3.11
Newfield	3.50	2.50	2.00	2.00	3.00	3.50	2.75	2.50				2.72
South Seneca	4.00	4.00	1.50	1.50	2.45	2.45	1.45					2.48
Trumansburg	4.00	4.20	2.70	2.70	3.00	3.00						3.27
	3.53	3.26	2.73	2.43	2.58	2.79	2.48	3.19		3.00		

RECENT AREA TEACHER CONTRACT SETTLEMENTS

WAYNE - FINGER LAKES BOCES

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	AVG.
BOCES	3.00	2.50	1.90	1.90	2.50	2.45	2.45					2.39
Bloomfield	3.90	3.85	3.60	3.35	1.98	2.00	2.00					2.95
Canandaigua	4.20	4.10	3.85	2.00	2.69	2.65	2.57					3.15
Clyde-Savannah	5.00	5.00	5.00	2.25	2.25	2.25	2.25	3.50	3.25	3.25		3.40
Dundee	4.00	4.00	2.60	2.50	2.50	3.00	3.30	3.40				3.16
Gananda	4.00	2.75	2.75	2.60	2.60	2.75	3.00	3.00	3.20			2.96
Geneva	4.58	4.22	4.15	2.00	2.00	2.00	3.00	3.50	3.50	2.50		3.15
Gorham-Middlesex	3.50	3.50	2.25	2.25	2.50	2.50	2.50	3.00	3.00	3.00	3.00	2.82
Honeoye	4.00	2.60	2.50	2.50	2.50	2.75	2.75	2.90				2.81
Lyons	4.25	4.66	3.37	3.88	2.50 + \$1,000	2.50 + \$600	2.70 + \$300	2.90 + \$700	2.90 + \$300	2.90 + \$200		3.26
Manchester-Shortsville	4.00	4.00	1.80	2.00	2.00	2.00	2.50	3.00	2.50	2.50	2.50	2.62
Marion	4.50	3.50	2.80	2.00	2.00	2.40	2.25					2.78
Naples	4.00	4.00	2.25	2.25	2.25	2.25	2.50	2.50	2.60			2.73
Newark	4.00	2.50	2.50	1.25	2.50	2.50	3.00	3.00	3.00			2.69
N Rose-Wolcott	4.32	4.27	1.00	2.47	1.90	2.00	2.30					2.61
Palmyra-Macedon	3.20	3.90	3.90	2.48	3.90	2.50	1.75 + \$500	2.75	2.75			3.01
Penn Yan	4.00	4.00	2.29	2.29	1.90	2.00	2.00					2.64
Phelps-Cl Springs	4.00	2.89	2.89	2.89	2.00	2.00	2.00	3.00	3.00	3.00	3.00	2.79
Red Creek	4.50	4.50	2.75	2.75	2.50	2.40	2.40	4.00	3.25	3.00	2.50	3.14
Romulus	3.33	3.33	3.50	3.50	1.50	1.50	5.00	3.00	3.00	3.00		3.07
Seneca Falls	3.67	3.91	3.50	3.45	2.00	2.00	3.00	2.75	2.50	2.00		2.88
Sodus	4.15	3.80	3.80	2.00	2.00	2.20	3.00	3.00	3.30	3.30		3.06
							* 2015-16 and 2016-17 3.0 percent settlement for on-step unit members					
Victor	4.30	4.30	4.00	2.00	2.50	2.50	3.10	3.10	3.10			3.21
Waterloo	4.05	3.89	3.72	2.00	1.50	1.75	1.95	3.00	3.00			2.76
Wayne	4.25	4.00	3.00	2.00	3.00	2.00	3.50	4.00	2.50			3.14
Williamson	4.00	3.00	3.00	2.00	2.25	2.50	2.50	2.60	2.50			2.71
	4.03	3.73	3.03	2.41	2.29	2.27	2.70	3.11	2.94	2.84	2.83	

denotes Current Contract
denotes Previous Contract

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Avg.
BOCES												
Aides (CSEA)	4.50	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50			2.67
Tchr. Ass't	4.50	3.00	2.00	2.00	2.00							2.70
Non-Instructional	4.50	4.50	2.00	2.00	2.00	2.00	2.50	2.50				2.75
Auburn												
Aides/Clerical (NYSUT)	3.45	3.35	3.35	3.00	1.00	2.00	2.00	2.60	2.60	2.60		2.60
Bus Drivers (CSEA)	3.65	3.30	3.30	2.90	0.00	2.25	2.25	2.60	2.60	2.60		2.55
Cust/Maint. (CSEA)	3.65	3.30	3.30	2.90	0.00	2.25	2.25	2.60	2.60	2.60		2.55
Nurses (SEIU)	3.50	3.50	2.00	0.00	2.00							2.20
Cato-Meridian												
Aides/Ass'ts (SEIU)	4.75	4.75	4.75	50¢/hr	50¢/hr	50¢/hr	75¢/hr	75¢/hr	75¢/hr			
Bus Drivers (CSEA)	4.75	3.30	2.00	2.00	2.00	2.00	2.00	2.00				2.51
Cust./Maint. (CSEA)	4.75	3.30	2.00	2.00	2.00	2.00	2.00	2.00				2.51
Jordan-Elbridge												
Aides/Clerical(SEIU)	3.00	3.00	3.00	3.00	3.00	3.00	2.50	2.50	2.50			2.83
Bus Drivers		3.00	2.00	2.00	2.00							2.25
Cust./Maint (SEIU)	3.00	3.00	3.00	3.00	3.00	3.00	2.50	2.50	2.50			2.83
Cafeteria (SEIU)	3.00	3.00	3.00	3.00	3.00	3.00	2.50	2.50	2.50			2.83
Transportation					1.00	1.00	1.00					1.00
Moravia												
Aides/Ass't (CSEA)	4.00	4.00	4.00	2.00	0.00	2.00	2.00					2.57
CSEA	4.00	4.00	4.00	2.00	0.00	2.00	2.00					2.57
Port Byron												
Aides (SEIU)	3.00	3.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.50		2.40
Cust./Maint. (CSEA)	3.00	3.00	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50		2.25
Cafeteria (CSEA)	3.00	3.00	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50		2.25
Nurse (CSEA)	3.00	3.00	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50		2.25
Clerical (SEIU)	3.00	3.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.50		2.40
Skaneateles												
Aides (CSEA)	3.75	3.50	1.50	1.50	1.50	2.50	2.60					2.41
Tchr Ass't (CSEA)	3.75	3.50	1.50	1.50	1.50	2.50	2.60					2.41
Cust./Maint (CSEA)	3.75	3.50	1.50	1.50	1.50	2.50	2.60					2.41
Nurses (CSEA)	3.75	3.50	1.50	1.50	1.50	2.50	2.60					2.41
Clerical (CSEA)	3.75	3.50	1.50	1.50	1.50	2.50	2.60					2.41
So. Cayuga												
Aides (CSEA)	3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr			2.53
Tchr. Ass't (CSEA)	3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr			2.53
Bus Drivers (CSEA)	3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr			2.53
Bus Mech (CSEA)	3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr			2.53

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES cont'd												
	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Avg.
So. Cayuga cont'd												
Cust./Maint (CSEA)	3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr			2.53
Cafeteria (CSEA)	3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr			2.53
Nurses (CSEA)	3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr			2.53
Clerical (CSEA)	3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr			2.53
Union Springs												
Aides (SEIU)	3.00	3.00	3.00	2.00	2.00	2.50	2.50	2.50				2.56
Tchr. Ass'ts (SEIU)	3.00	3.00	3.00	2.00	2.00	2.50	2.50	2.50				2.56
Bus Drivers (CSEA)	4.00	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50			2.61
Bus Mech (CSEA)	4.00	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50			2.61
Cust/Maint. (CSEA)	4.00	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50			2.61
Cafeteria (CSEA)	4.00	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50			2.61
Nurses (SEIU)	3.00	3.00	3.00	2.00	2.00	2.50	2.50	2.50				2.56
Clerical (SEIU)	3.00	3.00	3.00	2.00	2.00	2.50	2.50	2.50				2.56
Weedport												
Aides (CSEA)	4.00	4.00	4.00	1.95	1.95	1.95	2.50	2.50	2.50			2.82
Bus Drivers (CSEA)	4.00	4.00	4.00	1.95	1.95	1.95	2.50	*2.50	*2.50			2.82
Bus Mech (CSEA)	4.00	4.00	4.00	1.95	1.95	1.95	2.50	2.50	2.50			2.82
Cust/Maint. (CSEA)	4.00	4.00	4.00	1.95	1.95	1.95	2.50	2.50	2.50			2.82
Nurses, Clerical	4.00	4.00	4.00				*Bus drivers @ % + 30¢					4.00
C-O BOCES Avg.	3.72	3.26	2.55	2.09	1.90	2.27	2.35	2.47	2.52			
BROOME-TIOGA BOCES												
Chenango Valley												
Non-Instruct. (NYSUT)	4.10	3.30	3.30	3.30	2.25	2.50	2.90	3.00	3.00	3.00	3.00	3.06
Deposit												
CSEA	4.00	4.00	4.00	2.00	2.00							3.20
Maine-Endwell												
Cust./Maint.	\$0.60	\$0.65	2.00	2.00	2.00	50¢/hr	50¢/hr	50¢/hr				2.00
School Lunch	4.60	4.60	4.60									4.60
Supp Staff	4.50	4.50	4.50	4.50	2.95	3.00	3.15					3.87
Transp	\$0.60	3.00	3.00	3.00	\$600	\$700	\$800					3.00
Owego-Apalachin												
NYSUT	3.80	3.90	4.00	0.00	1.99	1.99	2.50	2.50	2.50			2.58
Union Endicott												
Cafe. Workers	3.90	3.90	2.70	2.70	2.70	2.70	2.70	2.70				3.00
Cent Office	2.00	2.00	2.70	2.70	2.70	2.70	2.70	2.70				2.53
Comp & Tech	3.90	3.90	2.70	2.70	2.70	2.70	2.70	2.70				3.00

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Avg.
BROOME-TIOGA BOCES cont'd												
Union Endicott cont'd												
Dist Office	\$0.51	3.90	2.70	2.70	2.70	2.70	2.70	2.70				2.87
Maint. Workers	3.90	3.90	2.70	2.70	2.70	2.70	2.70	2.70				3.00
School Aides	\$0.42	3.90	2.70	2.70	2.70	2.70	2.70	2.70				2.87
Transp	\$0.53	4.00	2.70	2.70	2.70	2.70	2.70	2.70				2.89
Whitney Point												
Aides/Food Serv (NYSUT)		3.30	0.00	2.25	2.25	2.50	2.50	2.50				2.19
B-T BOCES Avg	3.86	3.72	2.95	2.57	2.49	2.63	2.72	2.69	2.75	3.00	3.00	
OSWEGO BOCES												
Hannibal												
CSEA	3.50	2.00	0.00	1.75	1.75	1.95	2.00	2.50	2.75	3.00		2.12
HEA	3.50	3.50	0.00	1.75	1.75	2.20	2.20	2.20	2.25			2.15
Oswego												
CSEA			1.00	2.00	2.00	2.00	2.00	0.00				1.50
Osw. BOCES Avg.	3.50	2.75	0.33	1.83	1.83	2.05	2.07	1.57	2.50	3.00		
TOMPKINS-SENECA-TIOGA BOCES												
BOCES												
Local	4.00	4.00										4.00
Candor												
Local	5.00	1.90	2.00	2.00								2.73
Dryden												
NYSUT	4.00	2.50	2.50	2.20	3.00	2.85	2.66					2.82
Groton												
CSEA	4.00	4.00	2.85	2.85	2.50	2.75	2.75	2.25	2.25	2.25		2.85
Ithaca												
Supp Prof.						2.00	3.00	2.00	2.00			2.25
Lansing												
NYSUT	3.90	3.90	3.90		90¢/hr	3.50	60¢/hr	3.00				3.64
Newfield												
CSEA	3.25	3.50	1.95	2.25	2.50	1.50	2.25	2.25				2.43
South Seneca												
Local	4.50	5.00	5.00	1.00	2.00	2.00	2.00					3.07
Trumansburg												
Local	\$0.55	\$0.60	2.00	2.25	2.50	2.50						2.31
T-S-T Avg.	4.09	3.54	2.89	2.09	2.50	2.44	2.53	2.38	2.13	2.25		

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Avg.
WAYNE-FINGER LAKES BOCES												
BOCES												
NYSUT	3.50	3.50	3.50	3.75	1.90	2.75	2.45	2.45				2.98
Bloomfield												
NEA/NYSUT	3.40	3.40	3.40	3.40	1.95	1.85	1.85					2.75
Canandaigua												
Cust./Maint.	3.85	3.85	3.00	3.00	3.00	3.00	3.00					3.24
Cler./Aides	3.85	3.85			3.00	2.40	2.40					3.10
Food Service	4.00	3.00	3.50	4.00	2.25	2.25	3.00	3.00	3.00			3.11
Bus Drivers	3.75	3.75	3.75	2.25	2.25	2.25						3.00
Monitors	4.00	3.00	3.50	4.00	2.25	2.00	3.47	2.40	2.35			3.00
Clyde-Savannah												
Supp Pers (CSEA)	5.00	4.25	4.25	4.00	2.50	2.50	2.50	3.50	3.50	3.50	3.50	3.55
Transp.	5.00	4.75	4.50	4.00	2.00	2.00	2.00	3.75	3.60	3.50	3.50	3.51
Dundee												
CSEA	3.00	3.10	3.20	2.00	2.00	2.00	2.00	2.50	2.50	2.50		2.48
Gananda												
CSEA	4.00	2.50	2.50	1.40	2.80	2.80	2.80					2.69
Geneva												
CSEA	4.00	4.00	0.00	2.00	2.00	2.00	3.00	3.00	3.00			2.56
Gorham-Middlesex												
Bus Drivers (NYSUT)	3.70	3.70	3.70	1.90	2.25	2.25	2.70	2.70	2.70			2.84
Cust./F Serv (NYSUT)	3.50	3.70	3.70	3.75	3.75	2.70	2.70	2.50				3.29
Teacher Aides (NYSUT)	3.75	3.75	2.75	2.50	2.25	2.70	2.70	2.50				2.86
Honeoye												
NYSUT	4.00	2.50	2.50	2.50	2.50	2.75	2.50	3.00	2.95	2.95		2.82
Lyons												
NYSUT	4.25	3.00	3.00	3.00	2.50	2.50	2.50	1.80	1.80	1.80		2.62
								+ \$.54/hour				
Manchester-S'ville												
CSEA	5.80	5.50	1.80	1.00	1.90	1.90	2.50	2.50	2.50			2.82
Marion												
CSEA	3.50	3.50	3.50	1.75	1.75	1.75	1.75					2.50

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

WAYNE-FINGER LAKES BOCES cont'd												
	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Avg.
Naples												
CSEA	4.00	3.25	3.50	3.50	2.70	2.70	2.70	2.80	2.90	2.90		3.10
Newark												
Custodians (CSEA)	3.80	2.95	2.50	1.25	2.00	2.00	2.40	2.00				2.36
Tchr Aides/Asst (NYSUT)	3.75	2.50	2.30	1.50	1.50	2.40	2.00					2.28
N Rose-Wolcott												
NYSUT	3.90	3.75	0.00	1.90	1.90	1.90	1.95					2.19
Palmyra-Macedon												
CSEA	3.90	3.90	3.90	3.90	2.90	2.90	2.90	2.90	3.00	3.00	3.00	3.29
Penn Yan												
CSEA	3.90	3.90	3.90	2.25	2.25	2.25	2.25	2.35	2.35			2.82
Phelps-CI Springs (NYSUT)												
Nurses/Food Serv/ Bus Driv/Maint	4.05	4.05	4.05	4.05	2.00	2.00	2.00					3.17
Aides/Clerical	2.89	2.89	2.89	2.89	2.00	2.00	2.00					2.51
Red Creek												
CSEA	4.50	4.50	4.50	2.75	2.00	2.00	* 3.50	2.50	2.50			3.16
							* 2015-16 % based on hire date					
Romulus												
CSEA	4.34	4.32	4.00	1.50	1.50	3.00	3.00	3.00				3.08
Seneca Falls												
NEA/NYSUT	3.50	3.50	2.00	2.00	2.00	2.00	3.00	2.75	2.50	2.00		2.53
Sodus												
CSEA	3.75	3.00	3.00	2.00	2.00	2.00	2.00					2.54
Victor												
CSEA	4.00	4.00	1.00	1.00	1.50	2.00	2.00	2.00				2.19
Waterloo												
NEA/NYSUT	4.47	4.31	2.00	2.00	1.50	1.75	1.95	3.00	3.00			2.66
Wayne												
CSEA	4.40			2.50	2.50	2.70	2.90	2.90	2.70	2.90		2.94
Williamson												
CSEA	5.00	5.00	2.70	2.80	3.00	2.00	1.75	2.00				3.03
WFL BOCES Avg.	3.97	3.68	3.13	2.82	2.27	2.31	2.44	2.69	2.80	2.84	3.17	

denotes Current Contract
denotes Previous Contract

AREA UNEMPLOYMENT RATES

New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	5.4%	5.4%	5.2%	4.6%	4.2%	4.5%	5.0%	4.9%	5.1%	5.0%			
2015	6.4%	6.3%	5.7%	5.3%	5.3%	5.2%	5.4%	5.0%	4.8%	4.7%	4.8%	4.7%	5.3%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	5.5%	5.3%	5.1%	4.7%	4.3%	4.5%	4.7%	4.5%	4.8%	4.6%			
2015	6.6%	6.4%	5.9%	5.5%	5.5%	5.5%	5.5%	5.0%	5.0%	4.7%	4.8%	4.9%	5.4%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	6.0%	5.8%	5.7%	5.1%	4.4%	4.2%	4.6%	4.4%	4.5%	4.5%			
2015	6.7%	6.7%	6.3%	5.4%	5.1%	5.0%	5.2%	4.8%	4.8%	4.8%	4.9%	5.2%	5.4%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	6.3%	5.9%	5.7%	5.4%	4.8%	5.1%	5.3%	5.0%	5.2%	5.2%			
2015	7.4%	7.1%	6.7%	6.1%	6.0%	6.1%	6.1%	5.6%	5.5%	5.3%	5.3%	5.6%	6.0%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	4.1%	3.7%	3.5%	3.6%	3.5%	4.0%	4.0%	3.7%	3.7%	3.6%			
2015	4.9%	4.4%	3.9%	3.8%	4.1%	4.6%	4.6%	4.0%	3.8%	3.6%	3.7%	3.5%	4.1%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	5.6%	5.4%	5.2%	4.6%	4.0%	4.1%	4.2%	4.0%	4.3%	4.2%			
2015	6.5%	6.4%	6.0%	5.3%	5.0%	4.9%	4.8%	4.3%	4.4%	4.2%	4.4%	4.9%	5.1%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	5.2%	5.1%	4.9%	4.7%	4.2%	4.3%	4.7%	4.5%	4.7%	4.6%			
2015	6.2%	6.1%	5.7%	5.3%	5.3%	5.2%	5.3%	4.8%	4.8%	4.5%	4.6%	4.7%	5.2%

Source: New York State Department of Labor
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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October 2016

NY-Northeastern New Jersey Area

1. All Urban Consumers	264.738	0.1	1.2
2. Urban Wage Earners & Clerical Workers	258.995	0.0	1.2

U.S. City Average

1. All Urban Consumers	241.729	0.1	1.6
2. Urban Wage Earners & Clerical Workers	235.732	0.1	1.4

November 2016

NY-Northeastern New Jersey Area

1. All Urban Consumers	265.203	0.2	1.6
2. Urban Wage Earners & Clerical Workers	259.348	0.1	1.6

U.S. City Average

1. All Urban Consumers	241.353	-0.2	1.7
2. Urban Wage Earners & Clerical Workers	235.215	-0.2	1.5

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-14	230.0	1.6	233.9	1.6	255.5	1.8	259.6	1.9
Feb-14	230.9	1.0	234.8	1.1	254.8	1.0	259.0	1.1
Mar-14	232.6	1.4	236.3	1.5	255.9	1.3	260.0	1.3
Apr-14	233.4	2.0	237.1	2.0	255.9	1.6	260.0	1.6
May-14	234.2	2.1	237.9	2.1	257.1	1.9	261.2	1.9
Jun-14	234.7	2.0	238.3	2.1	257.1	1.7	261.4	1.7
Jul-14	234.5	1.9	238.3	2.0	257.3	1.6	261.5	1.6
Aug-14	234.0	1.6	237.9	1.7	256.7	1.2	261.1	1.3
Sep-14	234.2	1.6	238.0	1.7	256.9	1.0	261.1	1.0
Oct-14	233.2	1.5	237.4	1.7	256.0	1.2	260.5	1.3
Nov-14	231.6	1.1	236.2	1.3	254.6	0.6	259.4	0.8
Dec-14	229.9	0.3	234.8	0.8	253.2	0.1	258.1	0.3
Jan-15	228.3	-0.8	233.7	-0.1	253.2	-0.9	258.4	-0.5
Feb-15	229.4	-0.6	234.7	0.0	254.0	-0.6	259.2	0.1
Mar-15	231.1	-0.6	236.1	-0.1	254.4	-0.6	259.6	-0.1
Apr-15	231.5	-0.8	236.6	-0.2	254.7	-0.5	260.0	0.0
May-15	232.9	-0.6	237.8	0.0	255.9	-0.5	261.1	-0.1
Jun-15	233.8	-0.4	238.6	0.1	256.4	-0.3	261.5	0.1
Jul-15	233.8	-0.3	238.7	0.2	256.1	-0.5	261.2	0.1
Aug-15	233.4	-0.3	238.3	0.2	256.0	-0.3	261.3	0.1
Sep-15	232.7	-0.6	237.9	0.0	256.4	-0.2	261.9	0.3
Oct-15	232.4	-0.4	237.8	0.2	255.9	0.0	261.5	0.4
Nov-15	231.7	0.1	237.3	0.5	255.4	0.3	261.0	0.6
Dec-15	230.8	0.4	236.5	0.7	254.4	0.5	260.6	0.7
Jan-16	231.1	1.2	236.9	1.4	255.0	0.7	260.3	0.8
Feb-16	231.0	0.7	237.1	1.0	255.2	0.5	260.9	0.6
Mar-16	232.2	0.5	238.1	0.9	256.0	0.7	261.5	0.7
Apr-16	233.4	0.8	239.3	1.1	257.3	1.0	262.6	1.0
May-16	234.4	0.7	240.2	1.0	257.7	0.7	263.3	0.9
Jun-16	235.3	0.6	241.0	1.0	258.4	0.8	264.0	1.0
Jul-16	234.8	0.4	240.6	0.8	258.2	0.8	263.9	1.0
Aug-16	234.9*	0.7*	240.9*	1.1*	258.4*	0.9*	264.2*	1.1*
Sep-16	235.5	1.2	241.4	1.5	259.1	1.0	264.6	1.0
Oct-16	235.7	1.4	241.7	1.6	259.0	1.2	264.7	1.2
Nov-16	235.2	1.5	241.4	1.7	259.3	1.6	265.2	1.6
Dec-16								

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Inquiries regarding the District’s non-discrimination policies should be directed to:

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