



THE ADVOCATE

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IN THIS ISSUE

- + **COMMISSIONER ISSUES
STUDENT DISCIPLINE
DECISIONS**
- + **STATE VOUCHER
PROGRAM FOUND
UNCONSTITUTIONAL**
- + **UPDATE: KENNEDY V.
BREMERTON**
- + **SCHOOL TRANSPORTATION
FOR NONPUBLIC STUDENTS**
- + **UNCERTIFIED SERVICE
DOES NOT COUNT
TOWARDS TENURE**
- + **AREA TEACHER AND
NON-INSTRUCTIONAL
SETTLEMENTS**
- + **AREA UNEMPLOYMENT
RATES FOR JUNE 2022**
- + **CONSUMER PRICE
INDICES FOR JUNE
AND JULY 2022**



Commissioner Issues Student Discipline Decisions

The State Education Department has released several decisions which provide helpful, but demanding, guidance regarding witnesses, evidence, and decision making. These decisions increase the burden on both hearing officers, and party representatives to present and analyze a thorough and fair case. Given that our office handled over 600 student discipline hearings this past school year, this article is intended to make districts aware of these heightened standards and provide tips to avoid the same issues and pitfalls plaguing the parties in the Commissioner's decisions.

As a brief overview, Superintendent's Hearings are a function of the Education Law as a means of providing due process to students before they are denied access to a conventional education through the form of a long-term out of school suspension. An advocate for the District must present evidence of the student's guilt to either the Superintendent or their designee. The student is permitted to have representation, to question the evidence, to examine witnesses, and present their own defense. If the District can show "competent and substantial evidence" of the student's guilt, then they may be disciplined for the conduct¹. This standard is low, but is not zero, and requires a sufficient level of proof.

Recently the Commissioner reasoned that if a hearing officer does not make specific credibility findings, then their decision may be overturned. *Appeal of D.S.*, Decision No. 18,072 (2022). In this case, as the hearing officer did not make any credibility determinations despite each party presenting

¹ Absent unique circumstances for students who receive special education services.

witnesses that offered differing narratives of the relevant facts, the Commissioner was forced to rely solely on the written record. *Id.* Functionally, this means that the hearing officer will be looking towards the District representatives and their witness's testimony closely for signs of credibility. The hearing officer is relying on the District's representative to lay this foundation, as they cannot ask substantive questions on their own.

Here are some tips to establish witness credibility before a hearing officer. First, a clean, clear, and concise recitation of the facts will convince a hearing officer of a witness's knowledge. To do so, ensure that your witness is thoroughly vetted and prepared for the hearing, and can cleanly recite the who, what, where, when, and how of their knowledge. Witnesses should be advised to sit up and look at the question asker or hearing officer when testifying. Prepare witnesses for cross examination by identifying weaknesses in their testimony and discussing their response. For a cautionary story about what not to do when presenting a credible witness, see *Appeal of T.S.*, Decision No.17,233 (2017). In this decision, the Commissioner found two witnesses less reliable than others because they were not immediately present for the event, overheard the alleged comments in a loud dance, and on cross-examination admitted that it may have been another student who made the alleged comment. *Id.* These are all situations to avoid, or prepare for, to ensure a credible witness².

In addition to preparing witnesses to present credibly, the *D.S.* decision makes clear that whenever possible cases should be supported with sufficient documentation. In that case, the Commissioner relied on the written record after finding the hearing officer's decision to be vague. Therefore, it is to the District's benefit to present all documentation or

² It is also worth noting that in the *Appeal of T.S.* decision, the Commissioner had to make their own credibility decisions because the District "lost" the hearing record, and so the basis of the hearing officer's credibility decisions could not be analyzed.

physical evidence in its possession related to the charge. Not only will this buttress a case, but if you can first have witnesses testify to the content of documents, and then introduce the evidence itself, this increases the credibility of the testifying witness.

In another recent decision, the Commissioner ruled for the student after the hearing officer failed to subpoena relevant witnesses, despite the District's contention that subpoenaing this individual would pose a threat of harm. *Appeal of J.R.*, Decision No. 18.091 (2022). In this decision, a principal testified that one student agreed to buy acid from the student. *Id.* The hearing officer refused the parents' request to subpoena the accusing student's parents; reasoning that keeping the student confidential outweighed the right to cross-examination and refused to subpoena the police officers without explanation. *Id.* The Commissioner reasoned that for this exception to apply, (1) the student's identity must be unknown to the student charged with misconduct, and (2) the district "reasonably considers" the charged student to be "potentially violent." *Id.*, citing, *D.F. V. Board of Education of Syosset Central School District*, 386 F.Supp. 2d 119 (E.D.N.Y. 2005).

In *J.R.*, there was no evidence that the accuser was unknown, and no evidence of a reasonable basis to deny a subpoena for the police officers. For this reason, the hearing officer's failure to adjourn the hearing and issue the subpoenas violated the student's right to a fair hearing. This was also a decision where the District's case relied largely on double or triple hearsay, and so was inherently unreliable on its own. The Commissioner ended their decision by stating plainly that this was one of several recent decisions resulting in victories for students due to inadequate proof, and so "districts should carefully consider the nature and quality of proof against students before pursuing long-term suspensions."

There are two important takeaways from this case. First, the Commissioner has restated the standard for issuing subpoenas. Relevant factual witnesses must testify unless they are

a student whose (1) identity is unknown to the accused, and (2) the District "reasonably" considers the charged student to be violent. Students can and should be compelled to testify unless both parts of this standard are met. Hearing officers will err on the side of caution, issue more subpoenas, and allow more individuals to testify. Therefore, if a District wants to keep a student's identity confidential yet still present evidence of their knowledge, they will need to clearly state and provide evidence substantiating both prongs of the test. Districts should also be prepared for testimony from this individual by reviewing their knowledge and providing substantiating documents.

Second, the Commissioner's admonishment of the district's proof again raises the burden to present a complete and thorough case. As discussed above, district representatives must do their best to present all factual witnesses, relevant documentation, and physical evidence. It is reversible error to base a decision on double or triple hearsay which can find no other support in the record. This is a useful reminder to again vet witnesses for knowledge and quality, present all relevant evidence, and thoroughly consider whether a long-term suspension is both appropriate and can be proven.

Finally, the Commissioner reasoned that a student may be removed from extracurricular activities without a full 3214 hearing. *Appeal of D.K.*, Decision No. 17,539 (2018). In this case, a student admitted to using a vape in the school parking lot. *Id.* The district then suspended the student from school for five days, and from extra-curricular activities for thirty days. *Id.* Turning to the initial suspension, the Commissioner reasoned that written notice is required, and must be provided by personal delivery, express mail delivery or its equivalent which is reasonably calculated to assure receipt. For a short-term suspension, delivery must be made within 24 hours of the decision to propose suspension. *Id.* Sending notice by regular mail does not meet this requirement. *Id.* The five-day suspension in this case was overturned because the district sent notice via

regular mail and spoke with the parents on the phone, and as the student did not pose a continuing danger, this was reversible error. *Id.* Next, the Commissioner reasoned that “in-school suspensions and suspension from extracurricular activities are not governed by [3214] and do not require a full hearing.” *Id.* Rather, if the District complies with its written policies, then a student may be removed from extracurricular activities without a full hearing. *Id.*

The major takeaways from this case are first, that notice of any suspension must be appropriately delivered. A phone call, email, or letter sent via regular mail are insufficient notice under the law and may result in a decision being overturned. We recommend that notice always be provided via personal delivery. Notice via either appropriate method should provide students with at least two days prior notice of a hearing date for a long-term suspension. Second, suspensions from extracurricular activities do not require a full 3214 hearing. Rather, the District should follow the process and requirements laid out in its policies when making such a decision. Indeed, a 3214 hearing is only required when the penalty will result in an out-of-school suspension greater than five days. However, districts should still provide some level of due process by notifying parents and/or guardians of the decision before it takes effect and offer those individuals the opportunity to meet with the District, review the evidence, and discuss the situation.

These decisions demonstrate that the Commissioner remains supportive to students while also increasing the burden on districts. Hearing officers will know and apply these heightened or reaffirmed standards and are limited in how they can guide parties towards appropriate presentation and proof. Districts must be more thorough with their case preparation and presentation, and mindful of when they bring a case forward. If you have any questions about these decisions or the standards that must be met in a 3214 hearing, please reach out to our office.

State Voucher Program Found Unconstitutional



On June 21, 2022, the U.S. Supreme Court ruled a state voucher program denying payment to families that sent their children to “sectarian” schools was unconstitutional.

Carson v. Makin involved a voucher program in Maine that provided tuition payments to families to send their children to “nonsectarian” schools. Since Maine is a very rural state, it does not have enough public high schools for its most rural students. Therefore, it created a voucher program that would provide payment to those families that did not have access to a public high school. The voucher could be used for any school, even a religious school, so long as it did not have a religious curriculum.

Prior to this case, the Court ruled that it was unconstitutional for states to deny payment to private schools just because they were associated with a religion unless the state could pass the “strict scrutiny” test – the most stringent analysis used by the Court. See *Trinity Lutheran Church of Columbia v. Comer* (2017) and *Espinoza v. Montana Dept. of Rev.* (2020). In *Makin*, the Court took the analysis one step further and applied strict scrutiny to a state program that denied payments for religious schools that taught and promoted a specific religion. Since the Court found that Maine’s goal to prevent endorsing any religion could not survive strict scrutiny, the Court ruled that Maine violated the Free Exercise Clause of the First Amendment. In other words, the Court said a state that did not have public high schools available for all of its students could not deny voucher payments to families for sending their children to schools that taught and promoted religion.

Although this ruling may have little impact in New York since all students have access to public high schools, it does show that the Court appears to favor the Free Exercise Clause, which allows individuals the right to practice any religion, over the Establishment Clause, which prevents governments from endorsing a religion. This trend will be interesting to follow with the current makeup of the Court.



Update: ***Kennedy v. Bremerton***

In the last *Advocate*, we examined the potential impact of the anticipated Supreme Court ruling of *Kennedy v. Bremerton*, [School Prayer Revisited](#). On June 27, 2022, the U.S. Supreme Court ruled 6–3 in support of a high school football coach who knelt on the 50–yard line and prayed after games, paving the way for a new landscape concerning the role of religion in public schools.

The ruling in *Kennedy v. Bremerton* marks a departure from two precedents set by cases the Supreme Court decided 50 years ago that prohibited school-sanctioned prayers in the classroom and the reading of the Bible in public schools as part of the wall between church and state.

By way of background, in 1962 the Supreme Court ruled in *Engel v. Vitale* that school employees could not lead prayers in public schools, arguing it was a violation of the Establishment Clause of the First Amendment. A year later, the Court ruled in the case of *School District of Abington Township, Pennsylvania v. Schempp* that school employees could not read the Bible or recite the Lord's Prayer in classrooms.

The First Amendment in part provides that, “Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech.” The language reflects the tension between the government’s responsibility to prohibit the establishment of, or the preference for, a religion through the actions of its employees versus the rights of individual employees to express their beliefs.

Until the *Kennedy v. Bremerton* decision, the Court, for the past 50 years, gave more deference to the concerns of school districts that would in effect violate the Establishment Clause by allowing an individual public school employee’s religious expression in a school setting, which, if expressed privately would otherwise be protected by the First Amendment as the right to free exercise of religion or free speech.

While the *Kennedy* decision does not directly overrule *Engel* or *School District of Abington Township*, individual states could use the new Supreme Court ruling to apply policies similar to the coach’s prayer movement. The decision does, however, effectively bring an end to the 1971 precedent established in *Lemon v. Kurtzman*, which created a test to ensure policies have a secular legislative purpose, don’t promote or inhibit religion, and don’t involve “excessive government entanglement with religion.”

So, what does this ruling mean for districts? Based on its reasoning in the *Kennedy v. Bremerton* decision, the current Court majority clearly leans more toward the individual’s right to religious expression and free speech. Does that signal a return to school prayer? Does this mean public schools can require prayers again? No, the opinion suggests that schools and coaches still can’t conduct public prayer or religious expression that requires students to participate. However, we can expect more overt religious expression in schools, leading to more legal challenges in the near future.

If you have any questions or comments regarding this article, please feel free to contact our office.

School Transportation for Nonpublic School Students

On June 2, 2022, the Appellate Division, Third Department in Albany ruled to uphold a school district's policy of providing transportation for students to nonpublic schools only when its own public schools are open, reversing an earlier ruling.

In the case of *United Jewish Community of Blooming Grove v. Washingtonville Central School District*, the Appellate Division reversed a lower court decision by Albany County State Supreme Court Judge Peter Lynch. In November 2021, Judge Lynch ruled that New York State Education Law Section 3635 (1) requires the school district to provide transportation to all nonpublic school students on all days when their nonpublic schools are open for instruction, regardless of whether the public schools are open, and ordered the school district to do so. Judge Lynch had also ruled that the State Education Department's guidance document, which states that school districts are required to provide nonpublic schools with transportation only on days that public schools are open, is null and void as it violates New York State Education Law.

In its reversal, the Appellate Court said, extending the busing obligation skewed the intent of state law and "would lead to unreasonable results." In addition the court reasoned that, "the Legislature could not have intended to require school districts to transport nonpublic school students in the summer, on weekends, on state or federal holidays, or on days when public schools are closed for weather-related or other emergency reasons, none of which would be foreclosed by Supreme Court's interpretation."

The group representing the students and families had argued that transportation was a minimal expectation for families that pay school property taxes but don't use the public schools. They also argued their request for 20

more busing days would pose no additional cost for the district because Hasidic schools are closed for religious holidays and require no busing on roughly the same number of days. In response, the district had contended that it would have to pay more to bus on those additional days.

In a statement following the Appellate decision, Washingtonville CSD officials said their policy of busing students to nonpublic schools only when its own schools are open has been unchanged for at least 15 years. "This policy is identical to the non-public school transportation policies and practices of school districts throughout New York State" and is consistent with state law, Education Department guidance and past court decisions.

It is expected that the group representing the families will appeal the decision to the New York Court of Appeals.

Uncertified Service Does Not Count Towards Tenure



In *Sisson v. Johnson City*, the Appellate Division, Third Department, awarded a teacher tenure by estoppel when she worked beyond the end of her 3-year probationary appointment with the board of education having failed to take any action to grant or deny tenure. Significantly, the Court stated within its decision that time spent teaching will not count towards tenure when a teacher lacks appropriate certification. In this case, the Court did count 3.5 months of service toward tenure during the period of time the teacher's certification had lapsed.

Districts should be aware not to count time spent in an uncertified status towards tenure and to accordingly extend a teacher's original probationary appointment via board resolution, with written notice to the teacher of the board's action.

RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	AVG.
BOCES	2.25	2.50	2.70	2.75	2.80	2.80	1.99	4.00	4.00	4.00		2.98
Auburn	2.60	2.60	2.60	2.70	2.75	2.80	2.85	4.00	4.00	4.00	4.00	3.17
Cato-Meridian	2.70	2.60	2.50	2.85	2.85	2.70	3.50	3.25	3.00			2.88
Jordan-Elbridge	2.50	2.50	2.80	2.80	2.80	2.80	4.00	4.00	4.00			3.13
Moravia	2.50	2.50	2.90	2.85	2.80	2.80	2.80	4.25	4.25	4.25		3.19
Port Byron	2.50	2.60	2.70	2.60	2.88	2.88	2.88	2.88	3.75 +\$600	3.75		2.85
Skaneateles	2.60	2.75	3.20	3.10	3.00	3.40	3.60	3.60				3.16
So. Cayuga	2.25	2.75	2.75	2.75	\$1,900	3.00	\$1,900					2.70
Union Springs	2.50	2.50	2.50	2.75	2.80	2.85	2.85	2.88	2.99			2.74
Weedsport	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.00				2.75
	2.49	2.58	2.74	2.79	2.83	2.88	3.05	3.54	3.71	4.00	4.00	
BROOME-TIOGA BOCES												
Chenango Valley	2.75	2.75	2.75	\$2,000	3.00	3.00	3.00					2.88
Deposit	3.00	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	2.95	3.10 + \$300	3.10	4.90	2.96	2.96	2.96		3.19
Owego-Apal.	2.95	2.85	2.75	3.00	3.50	3.00	3.00					2.94
Union-Endicott	2.60	2.90	2.90	3.50	3.50	3.00	3.00					3.06
Vestal	2.95	2.95	3.00	3.00	3.00	3.00	3.00	3.15	3.20			3.03
Whitney Point	2.50	2.60	2.70	3.00	3.00	3.00	3.00	3.00	3.00			2.85
	2.81	2.86	2.86	3.07	3.10	3.02	3.32	3.04	3.05	2.96		
DELAWARE-CHENANGO-MADISON-OTSEGO BOCES												
Sidney	3.00	3.20	4.00	4.00	4.00	4.00	3.00					3.60
OSWEGO BOCES												
Hannibal	2.20	2.20	2.75	3.00	3.00	3.00	3.00	3.00	3.00	3.00		2.82
TOMPKINS-SENECA-TIOGA BOCES												
Candor	1.5 + \$1000	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	3.00	3.05	3.13	4.42	4.25	4.14	3.31					3.61
Groton	2.70	2.70	6.00	6.00	3.00	3.00	3.00	3.50				3.74
Lansing	3.00	3.25	2.85	2.90	2.65	3.75	3.75	3.50	3.50			3.24
Newfield	2.75	2.50	3.25	3.00	3.25	3.00	3.00	3.75	4.00	4.25		3.28
South Seneca	1.45	2.75	3.25	3.25	3.50	3.50	3.50	3.50				3.09
Trumansburg	2.50	3.00	3.25	3.50	3.50	3.00	3.25	3.75	4.00			3.31
	2.49	3.11	3.72	3.72	3.60	3.40	3.30	3.60	3.75	4.25		

RECENT AREA TEACHER CONTRACT SETTLEMENTS

WAYNE - FINGER LAKES BOCES

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	AVG.
Clyde-Savannah	2.25	3.50	3.25	3.25	3.00	2.0 + \$125	3.30	3.25	3.25	3.25		3.14
Dundee	3.30	3.40	2.50	4.00	3.25	3.25	2.75	2.75	2.75	2.75		3.07
Gananda	3.00	3.00	3.20	3.10	3.20	3.40						3.15
Geneva	3.00	3.50	3.50	2.50	3.00	2.50	2.50	2.70				2.90
Gorham-Middlesex	2.50	3.00	3.00	3.00	3.00	3.20	3.50	3.50	3.50			3.13
Honeoye	2.75	2.90	3.30	3.30	3.35	3.45	3.60	3.60	3.50	3.40		3.32
Lyons	2.70 + \$300	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	2.50	3.00	2.50	2.50	2.50	4.50	4.50	4.00	4.00			3.33
Naples	2.50	2.50	2.60	3.50	3.45	3.35	3.25	3.50	3.50			3.13
Newark	3.00	3.00	3.00	3.25	3.10	3.20	3.30	3.30	3.30	3.30		3.18
Palmyra-Macedon	1.75 + \$500	2.75	2.75	2.75	3.25	3.25	3.25	3.25	3.50			3.09
Penn Yan	2.00	2.30	3.00	3.00	3.00	3.00	3.0% + \$125	3.0% + \$125				2.72
Phelps-CI Springs	2.00	3.00	3.00	3.00	3.00	3.00	3.60	3.90				3.06
Romulus	5.00	3.00	3.00	3.00	2.75	2.75	2.75	3.75	3.75			3.31
Seneca Falls	3.00	2.75	2.50	2.00	3.00	3.00	3.00	\$1,200				2.75
Sodus	3.00	3.00	3.30	3.30	3.00	3.00	3.00	3.00				3.08
	* 2015-16 and 2016-17 3.0 percent settlement for on-step unit members					* 2019-20, 2020-21, 2021-22, and 2022-23 or 2% off schedule, or \$12,000 if applicable						
Waterloo	1.95	3.00	3.00	3.50	3.50	3.25	3.25					3.06
Wayne	3.50	4.00	2.50	3.00	3.00	3.00	3.00	3.50	3.50			3.22
Williamson	2.50	2.60	2.50	3.00	3.00	3.75	3.15	3.80	3.50	3.25	3.25	3.12
	2.79	3.06	2.93	3.05	3.08	3.23	3.34	3.43	3.47	3.26	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												
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Avg.
BOCES												
Aides (CSEA)	2.50	2.50	2.50	2.70	2.75	2.80	1.99	1.99	1.99			2.41
Non-Instructional	2.50	2.50	2.70	2.75	2.80	2.80	1.99	4.00	4.00	4.00		3.00
Auburn												
Aides/Clerical (NYSUT)	2.00	2.60	2.60	2.60	2.90	2.85	2.80	2.75	2.75			2.65
Bus Drivers (CSEA)	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90			2.74
Cust/Maint. (CSEA)	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90			2.74
Nurses (SEIU)	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	75¢/hr	50¢/hr	45¢/hr	45¢/hr	7.00	3.00	3.00			4.33
Bus Drivers (CSEA)	2.00	2.00	2.50	2.50	2.25	2.25	5.00	3.00	3.00	3.00		2.75
Cust./Maint. (CSEA)	2.00	2.00	2.50	2.50	2.25	2.25	5.00	3.00	3.00	3.00		2.75
Jordan-Elbridge												
Aides/Clerical(SEIU)	2.50	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		3.13
Bus Drivers	2.00	2.50	2.50	2.50	3.00	3.00	3.00	4.00	4.00	4.00		3.05
Cust./Maint (SEIU)	2.50	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		3.13
Cafeteria (SEIU)	2.50	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		3.13
Transportation	1.00	2.75	2.75	2.75	3.00	3.00	3.00	4.00	4.00	4.00		2.95
Moravia												
								On 1/1/22 add \$1.40/hr				
Aides/Ass't (CSEA)	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75				2.63
CSEA	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75				2.63
Port Byron												
Aides (SEIU)	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.50
Cust./Maint. (CSEA)	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.38
Cafeteria (CSEA)	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.38
Nurse (CSEA)	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.38
Clerical (SEIU)	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr	70¢/hr	70¢/hr				2.50
Skaneateles												
Aides (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Tchr Ass't (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Cust./Maint (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Nurses (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
Clerical (CSEA)	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			2.84
So. Cayuga												
Aides (CSEA)	45¢/hr	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	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Bus Drivers (CSEA)	45¢/hr	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	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Cust./Maint (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13
Cafeteria (CSEA)	45¢/hr	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													
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Avg.	
So. Cayuga cont'd													
Nurses (CSEA)	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr	3.25	3.25	3.25			3.13	
Clerical (CSEA)	45¢/hr	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	*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	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.50	
Bus Drivers (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75	
Bus Mech (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75	
Cust/Maint. (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75	
Cafeteria (CSEA)	2.50	2.50	2.50	3.00	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.75	
Nurses (SEIU)	2.50	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	*2.50	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.50	
			* @ % + \$250										
Weedsport													
Aides (CSEA)	2.50	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25			2.75	
Bus Drivers (CSEA)	2.50	*2.50	*2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25			2.83	
	*Bus drivers @ % + 30¢												
Bus Mech (CSEA)	2.50	2.50	2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25			2.75	
Cust/Maint. (CSEA)	2.50	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25			2.75	
Nurses, Clerical													
C-O BOCES Avg.	2.34	2.43	2.61	2.73	2.84	2.83	3.26	3.10	3.17	3.60			
BROOME-TIOGA BOCES													
Chenango Valley													
Non-Instruct. (NYSUT)	2.90	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			2.98	
Deposit													
CSEA	3.00	3.00	3.00	3.00	\$1/hr	4.00	50¢/hr					3.20	
Maine-Endwell													
Cust./Maint.	50¢/hr	50¢/hr	75¢/hr	65¢/hr	60¢/hr								
Supp Staff	3.15	\$1150-\$1375	\$950-\$1225	\$850-\$1150	75¢/hr	75¢/hr	70¢/hr	80¢/hr	80¢/hr	80¢/hr		3.15	
Transp	\$800	\$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	2.50	2.85	2.85	2.85						2.68	
Union Endicott													
Cafe. Workers	2.70	2.70	3.40	*3.00	*3.00	3.00	3.00					2.96	
Cent Office	2.70	2.70	3.40	3.00	3.00	3.00	3.00					2.97	
Comp & Tech	2.70	2.70		3.00	3.00	3.00	3.00					2.97	
Dist Office	2.70	2.70	3.40	3.00	3.00	3.00	3.00					2.97	
Maint. Workers	2.70	2.70	3.40	5.00	3.00	2.00	2.00					2.74	
School Aides	2.70	2.70	3.40	3.00	*3.00	*3.00	12.9	3.00	3.00	3.00		4.21	

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	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
Whitney Point												
Aides/Food Serv (NYSUT)	2.50	2.50	3.00	3.00	3.00	3.00						2.83
B-T BOCES Avg	2.75	2.73	3.17	3.15	2.98	2.98	4.48	3.00	3.00	3.00		
OSWEGO BOCES												
Hannibal												
CSEA	2.00	2.50	2.75	3.00	3.00	3.00	2.25	2.00				2.56
HEA	2.20	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	2.66	2.90	3.75	3.50	3.50	3.00	3.80	3.80				3.36
Groton												
CSEA	2.75	2.25	2.25	2.25	\$1.50/hr	3.00	60¢/hr	\$1.30-\$2	50¢/hr	3.00	3.00	2.64
Lansing												
NYSUT	60¢/hr	3.00	50¢/hr	60¢/hr	75¢/hr	75¢/hr	\$1.29/hr					3.00
Newfield												
CSEA	2.25	2.25	3.00	3.00	3.00	3.00						2.75
South Seneca												
Local	2.00	2.60	2.10	2.00	\$1.40-\$2	3.50	2.50	2.50				2.46
Trumansburg												
Local	2.50	50¢/hr	56¢/hr	3.50	3.00	3.25	3.50					3.15
T-S-T BOCES Avg.	2.43	2.60	2.78	2.85	3.17	3.15	3.27	3.15		3.00	3.00	
WAYNE-FINGER LAKES BOCES												
Clyde-Savannah												
Supp Pers (CSEA)	2.50	3.50	3.50	3.50	3.50	2.50	*+70¢/hr	2.50	2.50	2.50		2.94
Transp.	2.00	3.75	3.60	3.50	3.50	75¢/hr	3.00	1.50	0.00*			2.55
Dundee												
CSEA	2.00	2.50	2.50	2.50	4.00	4.00	4.00	\$.85 - \$1.80	4.00	4.00	4.00	3.35
Gananda												
CSEA	2.80	50¢/hr or 3.2%	70¢/hr or 3.2%	70¢/hr or 3.2%	75¢/hr	\$1.25/hr	75¢/hr					2.80
Geneva												
CSEA	3.00	3.00	3.00	*for 5+ yrs of service up to \$1.00 *5¢/hr/hrs	75¢/hr	75¢/hr	75¢/hr	\$1/hr	\$1/hr			3.00
Gorham-Middlesex (NYSUT)												
Bus Drivers	2.70	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	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00	\$1/hr	\$1/hr	\$1/hr	\$1/hr		2.80
Teacher Aides	2.70	2.70	50¢/hr	50¢/hr	3.00	3.00	3.75	\$1/hr	\$1/hr	\$1/hr		2.99

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

WAYNE-FINGER LAKES BOCES con't

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Avg.
Honeoye							*+\$/hr based on years					
NYSUT	2.50	3.00	2.95	2.95	3.50	3.35	*3.30	3.30				3.08
Lyons												
NYSUT	2.50	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	2.50	35¢/hr	30¢/hr	60¢/hr	70¢/hr	70¢/hr				2.50
Naples									* greater of			
CSEA	2.70	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		3.38
Newark			*or starting rate +1.2% if greater									
Custodians (CSEA)	2.40	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)	2.00	*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	2.90	\$2,400/ salary	\$2,500/ salary	\$2,500/ salary	\$2,500/ salary	3.5 \$2,600/ salary or	3.5 \$2,080/ salary or	3.50			3.26
			\$1.15/hr	\$1.20/hr	\$1.20/hr	\$1.20/hr	\$1.25/hr	\$1.00/hr				
Penn Yan												
CSEA	2.25	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	2.00	3.00	3.00	3.00	2.25	3.50	3.50	2.00	2.50	2.50		2.73
Aides/Clerical	2.00	3.00	3.00	3.00	3.00	4.30	4.50	4.50				3.41
Romulus												
CSEA	3.00	3.00	3.00	3¢/hr +2.85%	3¢/hr +2.85%	3¢/hr +2.85%	3¢/hr +2.85%					2.91
			or	48¢/hr	48¢/hr	48¢/hr	48¢/hr					
Seneca Falls												
NEA/NYSUT	3.00	2.75	2.50	2.00	3.00	3.00	2.50	2.00				2.59
Waterloo												
NEA/NYSUT	1.95	3.00	3.00	3.00	3.00	3.00	3.00					2.85
Wayne												
CSEA	2.90	2.90	2.70	2.90	5.00	4.25	4.00	4.00				3.58
				OR \$1.00/hr								
Williamson												
CSEA	1.75	2.00	3.50	3.25	3.00	3.00	3.00	2.75	2.75	2.75		2.78
WFL BOCES Avg.	2.41	2.76	2.85	2.83	3.11	3.37	3.51	2.87	2.70	2.77		

AREA UNEMPLOYMENT RATES

New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	5.3%	5.1%	4.7%	4.2%	4.1%	4.3%							
2021	9.3%	9.2%	8.3%	7.7%	7.0%	7.5%	7.1%	6.7%	5.7%	5.3%	4.9%	4.5%	6.9%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	4.0%	4.2%	3.9%	3.3%	3.2%	3.4%							
2021	6.6%	6.8%	6.2%	5.4%	4.9%	5.4%	5.2%	4.8%	4.0%	3.8%	3.4%	3.1%	5.0%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	4.0%	4.3%	4.1%	3.2%	3.0%	3.2%							
2021	6.6%	6.6%	6.1%	5.0%	4.5%	4.9%	4.8%	4.6%	3.7%	3.5%	3.3%	3.0%	4.7%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	4.5%	4.6%	4.3%	3.5%	3.3%	3.7%							
2021	7.1%	7.2%	6.5%	5.5%	5.0%	5.7%	5.5%	5.0%	4.2%	4.0%	3.6%	3.4%	5.2%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	2.8%	3.0%	2.7%	2.3%	2.4%	2.8%							
2021	4.9%	4.8%	4.2%	3.7%	3.5%	4.4%	4.3%	3.9%	3.1%	3.0%	2.5%	2.2%	3.7%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	3.6%	3.8%	3.6%	2.8%	2.7%	2.9%							
2021	5.8%	6.2%	5.7%	4.8%	4.2%	4.7%	4.4%	4.1%	3.4%	3.2%	2.9%	2.7%	4.3%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2022	3.9%	4.1%	3.8%	3.1%	3.1%	3.4%							
2021	6.6%	6.7%	6.1%	5.4%	4.9%	5.4%	5.1%	4.8%	4.0%	3.7%	3.4%	3.0%	4.9%

* Please note that 2021 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 2022

NY-Northeastern New Jersey Area

1. All Urban Consumers	313.589	1.4	6.7
2. Urban Wage Earners & Clerical Workers	309.606	1.5	7.4

U.S. City Average

1. All Urban Consumers	296.311	1.4	9.1
2. Urban Wage Earner & Clerical Workers	292.542	1.6	9.8

July 2022

NY-Northeastern New Jersey Area

1. All Urban Consumers	312.615	-0.3	6.5
2. Urban Wage Earners & Clerical Workers	308.491	-0.4	7.0

U.S. City Average

1. All Urban Consumers	296.276	0.0	8.5
2. Urban Wage Earners & Clerical Workers	292.219	-0.1	9.1

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-20	258.0	2.5	251.4	2.5	282.0	2.5	276.1	2.4
Feb-20	251.9	2.3	258.7	2.3	276.4	2.3	282.6	2.4
Mar-20	251.4	1.5	258.1	1.5	276.0	1.8	282.0	2.0
Apr-20	249.5	0.1	256.4	1.1	274.9	1.1	280.6	2.4
May-20	249.5	-0.1	256.4	0.1	276.4	1.4	282.1	1.4
Jun-20	251.1	0.5	257.8	0.6	276.5	1.2	282.3	1.3
Jul-20	252.6	1.0	259.1	1.0	277.9	1.7	283.6	1.7
Aug-20	253.6	1.4	259.9	1.3	277.9	1.5	283.5	1.4
Sep-20	254.0	1.5	260.3	1.4	278.9	1.9	284.6	1.9
Oct-20	254.1	1.3	260.4	1.2	278.3	1.8	284.1	1.7
Nov-20	253.8	1.3	260.2	1.2	277.7	1.5	283.3	1.4
Dec-20	254.1	1.4	260.5	1.4	278.8	1.8	284.4	1.6
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								
Sep-22								
Oct-22								
Nov-22								
Dec-22								

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

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