



# THE ADVOCATE

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

## VOLUME XLI MAY/ JUNE 2021

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# **CONGRATULATIONS!**

*The Cayuga-Onondaga BOCES Office of  
Personnel Relations  
congratulates and  
wishes a wonderful retirement to:*

**Mr. Jeffrey Kisloski  
Superintendent,  
Candor Central School District**

**Mr. Neil O'Brien  
Superintendent,  
Port Byron Central School District**

**Dr. Patricia Follette  
Superintendent,  
Whitney Point Central School District**

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*The Office of Personnel Relations also  
welcomes and wishes much success to:*

**Susan Hasenauer,  
the recently appointed Superintendent at the  
Newark Central School District**



## **NEW TENURE AND APPR REQUIREMENTS**

The COVID-19 pandemic has dramatically altered the way districts function both as employers and educational institutions. Unfortunately, these changes have not stopped, and there does not appear to be an end in sight as Senate Bill S5576A was signed by the Governor on June 7, 2021, taking immediate effect. This bill aims to make it significantly easier for teachers to earn tenure, despite the difficulties presented in evaluating their performance created by the

COVID-19 pandemic. For this reason, it is important that districts are aware of the bill's contents and how it will affect tenure moving forward.

The bill first provides that classroom teachers and building principals appointed in the 2017-2018 through 2019-2020 school years require only one effective or highly effective rating in the prior four school years, and cannot have an ineffective rating in the last year a rating was calculated, to be eligible for tenure at the expiration of their probationary period. This language does not obligate districts to grant tenure, however it does make it significantly easier for classroom teachers and building principals to be eligible for tenure as it waives the typical requirement that these individuals have at least an effective rating in three of four probationary years.

Next, classroom teachers or building principals appointed during the 2020-2021 school year shall be eligible for tenure at the expiration of their probationary period if they have two effective or highly effective ratings in an evaluation pursuant to sections 3012-c or 3012-d, and have not had an ineffective rating in their last probationary year, or most recent year in which a rating was received. This again makes it easier, as classroom teachers and building principals appointed in this time frame now require only two, rather than three, effective or highly effective ratings. As above, this does not mean that tenure must be granted if a teacher has two effective/highly effective ratings, it means that this is sufficient to be eligible for tenure at the end of the probationary period.

In all instances, the superintendent must determine that such educators would have qualified for appointment on tenure based upon performance had their evaluations been completed in the 2019-2020 or 2020-2021 school years.

Next, the bill provides that if a classroom teacher who had earned tenure in a prior district was appointed to a probationary period during the 2020-2021 school

year, they will be eligible for a three-year probationary period if they received an Annual Professional Performance Review (“APPR”) evaluation, pursuant to sections 3012-c or 3012-d of the State’s Education Law, in the 2017–2018 or 2018–2019 school years. As before, this new language removes a number of barriers for individuals in this situation to earn tenure, including that they have not been discharged pursuant to 3020-a and received an effective or highly effective rating in the last year of service in the prior district. As a result, it is very important that districts flag and monitor any probationary appointments made during the 2020–2021 school year that concern previously tenured classroom teachers, as they will not align with the typical probationary requirements.

Finally, for the 2020–2021 school year, school districts and BOCES may not complete an APPR evaluation of classroom teachers or building principals and no State funding will be withheld for the failure to do so. This changes the prior requirement that an APPR evaluation be conducted, or State funding would be withheld. The bill does not prohibit evaluation of teachers or principals this year, just the completion of a 3012-d evaluation. If a district still wishes to conduct a performance review, please reach out to our office for guidance, as evaluation procedures remain mandatory subjects of bargaining.

In sum, as a result of the COVID–19 pandemic, it will be much easier for classroom teachers and building principals to earn tenure if they were appointed from the 2017–2018 school year to present. These changes are significant and it is important that districts closely monitor any classroom teacher or building principal appointments made during the 2017–2018 school year to the present, to ensure that tenure is appropriately granted, that APPR guidelines are followed, and that tenure by estoppel is not granted inadvertently.

Please reach out to our office if you have any questions or concerns regarding this proposed law, or the changes therein.



## TITLE IX UPDATE

According to a federal notice published Wednesday, June 16, 2021, the U.S. Department of Education will interpret Title IX, a federal law that protects students from sex-based discrimination in federally funded schools, to protect LGBTQ students from discrimination. The notice may be found at <https://www2.ed.gov/about/offices/list/ocr/docs/202106-titleix-noi.pdf>.

The directive will allow the Department of Education to pursue Title IX complaints from LGBTQ students reversing the Trump administration’s 2018 announcement that it wouldn’t investigate civil rights complaints from trans students prohibited from using school facilities that aligned with their gender identity.

The update is a reversal of a Trump administration policy rolling back Obama-era guidance from 2016 that directed schools to allow transgender students to use the bathrooms, changing rooms and other school facilities that aligned with their gender identity.

The department said in a press release that its interpretation came from the landmark U.S. Supreme Court decision in Bostock v. Clayton County, Georgia, which held that LGBTQ people are protected from employment discrimination under Title VII of the Civil Rights Act of 1964.

Several states have recently passed laws barring trans student athletes from competing on school sports teams that align with their gender. Nine states have passed such measures (WV, TN, MS, AR, AL, FL, SD, WY, and ID).

# Supreme Court Rules on Off-Campus Speech

In a recent decision, the Supreme Court has stopped short of prohibiting all discipline for off-campus conduct but has limited the scope of that disciplinary reach. In an 8–1 decision on June 23, 2021, the Supreme Court affirmed the third circuit and held that the district acted inappropriately when disciplining the student, but for reasons distinct from those used in the lower court.

In *Mahanoy Area School District v. B.L.*, B.L. was disciplined for posting on Snapchat an image of her and a friend displaying their middle fingers with the caption “f--- school, f--- softball, f--- cheer, f--- everything”, following her failure to earn a spot on the varsity cheerleading team or her preferred position on the softball team. She then posted without an image “Love how me and [another student] get told we need a year of JV before we make varsity but tha[t] doesn’t matter to anyone else?” The post was shared amongst members of the cheer team, and a screenshot image was shared with a cheerleading coach, which led to the district removing B.L. from the JV Cheerleading team for the entire year. B.L. won in the Third Circuit, who reasoned that existing precedent did not permit schools to discipline off-campus conduct in any situation.

The Supreme Court affirmed *Tinker’s* “demanding standard” and reasoned again that students do not lose constitutional protections at the “schoolhouse gates”, but the Court did “not believe the special characteristics that give schools license to regulate student speech always disappear when a school regulates speech that takes place off campus.” Though the Court made clear that it did “not now set forth a broad, highly general First Amendment rule stating just what counts as ‘off campus’ speech and whether or how ordinary First Amendment standards must give way off campus to a school’s special need to prevent, e.g. substantial disruption of learning-related activities or the protection of those who make up a school community”, the decision does provide useful guidance.

The Court identified three features of off-campus speech that may distinguish a school’s efforts to regulate that speech from their efforts to regulate on-campus speech. First, when a student is off campus the school is no longer functioning in place of the parent, or *in loco parentis*, and so regulating that speech is more appropriately the responsibility of the parent or guardian. Second, allowing regulation of off-campus speech means the school is empowered to regulate speech 24 hours a day. This effectively means that a student may not engage in this kind of speech at all, a result the Court was not comfortable with. Third, the school itself has an interest in protecting the expression of unpopular thoughts and opinions, as this is part of their role as “nurseries of democracy”, and so should make efforts to empower, not limit, diversity of ideas. Taken together, these mean that “the leeway the First Amendment grants to schools in light of their special characteristics is diminished” when the subject is off-campus speech. However, rather than draw a bright line, the Court “leaves for future cases to decide where, when, and how these features mean the speaker’s off-campus location will make the critical difference.”

Turning to the Conduct in the decision, the Court reasons that B.L. used vulgar but not obscene language, which posted on a personal device outside of school hours and was sent only to her Snapchat friends. All of this, the Court reasoned, diminished the school’s interest in punishing B.L.’s behavior. The Court noted that the school has an interest in teaching good manners and punishing vulgarity, but this argument “is weakened considerably by the fact that B.L. spoke outside the school on her own time.” In addition, at the time the post was made the school was not acting *in loco parentis* and the school had never tried to prevent vulgar language outside of the classroom before. The only evidence of any disruption was that some members of the cheer team were upset, and approximately five to ten minutes of class time during algebra class for a few days was disturbed. The Court reasoned that this was insufficient, and the speech did not cause a substantial disruption or threatened harm to the rights of others. Finally, the school cited a concern for team moral as a



basis for discipline, but the Court dismissed this argument, citing *Tinker* which said that “undifferentiated fear or apprehension...is not enough to overcome the right to freedom of expression.”

Practically speaking, the Court’s decision empowers schools to discipline for off-campus speech, but it must proceed with caution. Schools may continue to discipline for similar speech that creates a foreseeable risk of substantial disruption, as permitted by the Second Circuit, but that decision must also meet the now elevated bar established by the Supreme Court. Therefore, before issuing any discipline in this regard, the district must determine whether there is a strong nexus to the school or its programs, where the conduct occurred, how it was disseminated, who it was disseminated to, who is responsible for monitoring the student’s conduct at the time the behavior occurred, and whether the content of that behavior poses a disruption to the classroom or threatens the rights of others. This is a fact intensive process that requires careful review of the entire situation, not just the contents of the off-campus speech.

Please reach out to our office if you have any questions regarding this new decision by the Supreme Court, or if you are considering discipline of a student for off-campus speech but are not sure if the district can meet this elevated standard.

## Updating District Codes of Conduct

Effective March 31, 2021, New York adults over the age of 21 can now possess and use marijuana – even in public – under a legalization bill signed by Governor Andrew Cuomo. As a result, school districts should amend their student codes of conduct to reclassify marijuana and cannabinoids in the same classification of regulated substances such as tobacco or alcohol for disciplinary purposes rather than with illegal or controlled substances.

School districts are not precluded from continuing to prohibit the substance on school

property or at school functions, or disciplining students for its possession or use. Although marijuana and cannabinoids in all forms are technically no longer illegal substances, they like alcohol and tobacco products, remain regulated and violations by students should continue to result in discipline.

We will continue to monitor the impact on school discipline regarding this new law and advise you accordingly. In the meantime, if you have any questions regarding this topic, please feel free to contact our office.

## A ‘Novel’ Student Discipline Issue

***District cannot reinstate suspension penalty on disenrolled student upon reenrollment***

By Shubh N. McTague, Staff Counsel  
On Board

Can a school district reinstate the suspension of a student who disenrolls from school during the suspension period and reenrolls in the district after the completion of that period? In the recent case of Appeal of N.V.D., the commissioner of education ruled the answer is no.

Towards the end of the 2018–19 school year, in June 2019, a student was involved in an incident that resulted in a long-term suspension lasting 122 days. (The nature of the incident involved is unknown because the parent did not appeal the suspension itself or the finding of guilt.)

The hearing that resulted in that suspension did not take place until October 2019, after which the superintendent issued a decision finding the student guilty and suspending her until May 1, 2020. The superintendent’s decision stated that if the student enrolled in a school not operated by the school district during the period of suspension, “such time [would] not be counted as serving her suspension period.” Some time after that decision was issued, the student disenrolled from the district and enrolled in a nonpublic school.

The issue the parent brought before the

commissioner concerned the school district's ability to reinstate the suspension if a student returned to the district. According to the parent, the district had no authority to hold the suspension in abeyance while the student was attending the nonpublic school, nor did it have the authority to reimpose the suspension after the period of the suspension had elapsed.

The school district asserted that public policy dictates that the student "cannot bypass her suspension by temporarily enrolling in a different school." The district asserted that while she was enrolled in another school during the term of the suspension, she did not "serve" the suspension.

After describing the issue as "novel," the commissioner ruled in favor of the student and her parent. The commissioner based her ruling on both applicable provisions of the Education Law and state educational policy.

#### **No authority to reinstate penalty**

Education Law section 3214 allows the suspension of a student whose "misconduct resulted in actual or potential disruption to the school environment or the educative process ..." However, it "does not contemplate any authority of a school district to hold a former student's suspension in abeyance indefinitely until such time as the student re-enrolls in [their] district, regardless of how much time has passed since the initial misconduct for which the student was suspended."

The commissioner further explained that a suspension cannot automatically transfer to another school, be it in another school district or a nonpublic school. School environments differ, and a separate determination would be required as to whether the student's prior conduct violated the transfer school's own code of conduct.

#### **State educational policy**

Regarding the district's assertion that the student would be able to "evade punishment" unless required to serve the suspension upon reenrollment, the commissioner stated that such a premise "erroneously rest[ed] on the assumption that a suspension is or should be

punitive."

According to the commissioner, the mere fact of enrolling in a new school would not necessarily allow a student to avoid the consequences of the misconduct, as the district asserted. Moreover, the "student's enrollment in nonpublic school did, in fact, remove her from her school environment in [the] district during the period of her suspension, which is the purpose of imposing an out-of-school suspension" under the education law.

In addition, the commissioner determined the district's argument was contrary to educational policy. For example, consistent with federal requirements under the Every Student Succeeds Act (ESSA), New York's ESSA Plan provides that districts should "reduce the overuse of punitive and exclusionary responses to student misbehavior." Moreover, commissioner regulations require that district codes of conduct integrate "a progressive model of student discipline [and] include measured, balanced and age-appropriate remedies and procedures that make appropriate use of prevention, education, intervention and discipline ..."

Furthermore, the Board of Regents is committed to "reducing dependence on exclusionary school discipline" because research indicates this can have lasting and negative effects. Additionally, a joint guidance issued by the State Education Department and the New York Attorney General's office asks that districts reexamine their dependence on exclusionary suspensions and states that overuse of such disciplinary measures could lead to liability under federal and state laws. (See <https://on.ny.gov/3ofFmMU>.)

Based on these findings, the commissioner enjoined the district from further imposing the suspension on the student.

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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 22, No. 7, May 24, 2021. Used with permission.

## RECENT AREA TEACHER CONTRACT SETTLEMENTS

### CAYUGA-ONONDAGA BOCES

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	AVG.
BOCES	2.25	2.25	2.50	2.70	2.75	2.80	2.80	1.99	1.99			2.45
Auburn	2.25	2.60	2.60	2.60	2.70	2.75	2.80	2.85				2.64
Cato-Meridian	2.00	2.70	2.60	2.50	2.85	2.85	2.70	3.50	3.25	3.00		2.80
Jordan-Elbridge	2.50	2.50	2.50	2.80	2.80	2.80	2.80	4.00	4.00	4.00		3.07
Moravia	2.50	2.50	2.50	2.90	2.85	2.80	2.80	2.80	2.80			2.71
Port Byron	2.00	2.50	2.60	2.70	2.60	2.88	2.88	2.88	2.88			2.66
Skaneateles	2.50	2.60	2.75	3.20	3.10	3.00	3.40	3.60	3.60			3.08
So. Cayuga	2.25	2.25	2.75	2.75	2.75	\$1,900	3.00	\$1,900				2.63
Union Springs	2.00	2.50	2.50	2.50	2.75	2.80	2.85					2.56
Weedsport	2.00	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.00			2.67
	2.23	2.49	2.58	2.74	2.79	2.83	2.88	3.08	3.12	3.50		

### BROOME-TIOGA BOCES

Chenango Valley	2.75	2.75	2.75	2.75	\$2,000	3.00	3.00	3.00				2.86
Deposit	2.50	3.00	3.00	3.00	2.99	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00			2.90
Maine-Endwell	2.80	2.95	2.95	2.95	2.95	3.10 + \$300	3.10	4.90	2.96	2.96	2.96	3.15
Owego-Apal.	2.00	2.95	2.85	2.75	3.00	3.50	3.00	3.00				2.82
Union-Endicott	2.70	2.60	2.90	2.90	3.50	3.50	3.00	3.00				3.01
Vestal	2.95	2.95	2.95	3.00	3.00	3.00	3.00					2.98
Whitney Point	2.20	2.50	2.60	2.70	3.00	3.00	3.00					2.71
	2.56	2.81	2.86	2.86	3.07	3.10	3.02	3.48	2.96	2.96	2.96	

### DELAWARE-CHENANGO-MADISON-OTSEGO BOCES

Sidney	3.00	3.00	3.20	4.00	4.00	4.00	4.00	3.00				3.60
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### OSWEGO BOCES

Hannibal	2.20	2.20	2.20	2.75	3.00	3.00	3.00	3.00	3.00	3.00	3.00	2.76
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### TOMPKINS-SENECA-TIOGA BOCES

Candor	1.5 + \$1000	1.5 + \$1000	2.0 + \$500	3.20	2.0 + \$44/step	2.0 + \$44/step						2.03
Dryden	3.00	3.00	3.05	3.13	4.42	4.25	4.14	3.31				3.54
Groton	2.60	2.70	2.70	6.00	6.00	3.00	3.00	3.00	3.50			3.61
Lansing	3.00	3.00	3.25	2.85	2.90	2.65	3.75	3.75	3.50	3.50		3.22
Newfield	3.50	2.75	2.50	3.25	3.00	3.25	3.00					3.04
South Seneca	2.45	1.45	2.75	3.25	3.25	3.50	3.50	3.50	3.50			3.02
Trumansburg	3.00	2.50	3.00	3.25	3.50	3.50	3.00	3.25	3.75	4.00		3.28
	2.79	2.49	3.11	3.72	3.72	3.60	3.40	3.36	3.56	3.75		

# RECENT AREA TEACHER CONTRACT SETTLEMENTS

## WAYNE - FINGER LAKES BOCES

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	AVG.
Clyde-Savannah	2.25	2.25	3.50	3.25	3.25	3.00	2.0 + \$125					2.92
Dundee	3.00	3.30	3.40	2.50	4.00	3.25	3.25					3.24
Gananda	2.75	3.00	3.00	3.20	3.10	3.20	3.40					3.09
Geneva	2.00	3.00	3.50	3.50	2.50	3.00	2.50	2.50	2.70			2.80
Gorham-Middlesex	2.50	2.50	3.00	3.00	3.00	3.00						2.83
Honeoye	2.75	2.75	2.90	3.30	3.30	3.35	3.45					3.11
Lyons	2.50 + \$600	2.70 + \$300	2.90 + \$700	2.90 + \$300	2.90 + \$200	3.10*	3.30*	3.08*				2.88
Manchester-Shortsville	2.00	2.50	3.00	2.50	2.50	2.50						2.50
Naples	2.25	2.50	2.50	2.60	3.50	3.45	3.35	3.25				2.93
Newark	2.50	3.00	3.00	3.00	3.25	3.10	3.20					3.01
Palmyra-Macedon	2.50	1.75 + \$500	2.75	2.75	2.75	3.25	3.25	3.25	3.25	3.50		3.03
Penn Yan	2.00	2.00	2.30	3.00	3.00	3.00	3.00	3.0% + \$125	3.0% + \$125			2.61
Phelps-Cl Springs	2.00	2.00	3.00	3.00	3.00	3.00	3.00	3.60	3.90			2.94
Red Creek	2.40	2.40	4.00	3.25	3.00	2.50						2.93
Romulus	1.50	5.00	3.00	3.00	3.00	2.75	2.75	2.75				2.97
Seneca Falls	2.00	3.00	2.75	2.50	2.00	3.00	3.00	3.00	\$1,200			2.66
Sodus	2.20	3.00	3.00	3.30	3.30	3.00	3.00	3.00	3.00			2.98
		* 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	1.75	1.95	3.00	3.00	3.50	3.50	3.25	3.25				2.90
Wayne	2.00	3.50	4.00	2.50	3.00	3.00	3.00	3.00				3.00
Williamson	2.50	2.50	2.60	2.50	3.00	3.00	3.75	3.15				2.88
	<b>2.26</b>	<b>2.79</b>	<b>3.06</b>	<b>2.93</b>	<b>3.05</b>	<b>3.05</b>	<b>3.15</b>	<b>3.08</b>	<b>3.21</b>	<b>3.50</b>		

\* Lyons 2019-20, 2020-2021 and 2021-22 + \$1,000 at 21 years

Denotes Current Contract  
Denotes Previous Contract



RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
CAYUGA-ONONDAGA BOCES												
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Avg.
<b>BOCES</b>												
Aides (CSEA)	2.00	2.50	2.50	2.50	2.70	2.75	2.80					2.54
Non-Instructional	2.00	2.50	2.50	2.70	2.75	2.80	2.80					2.58
<b>Auburn</b>												
Aides/Clerical (NYSUT)	2.00	2.00	2.60	2.60	2.60	2.90	2.85	2.80	2.75	2.75		2.59
Bus Drivers (CSEA)	2.25	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90		2.70
Cust/Maint. (CSEA)	2.25	2.25	2.60	2.60	2.60	2.95	2.95	2.95	2.90	2.90		2.67
Nurses (SEIU)	1.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50				2.38
<b>Cato-Meridian</b>												
Aides/Ass'ts (SEIU)	50¢/hr	75¢/hr	75¢/hr	75¢/hr	50¢/hr	45¢/hr	45¢/hr					
Bus Drivers (CSEA)	2.00	2.00	2.00	2.50	2.50	2.25	2.25					2.21
Cust./Maint. (CSEA)	2.00	2.00	2.00	2.50	2.50	2.25	2.25					2.21
<b>Jordan-Elbridge</b>												
Aides/Clerical(SEIU)	3.00	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0				2.81
Bus Drivers	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Cust./Maint. (SEIU)	3.00	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0				2.81
Cafeteria (SEIU)	3.00	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0				2.81
Transportation	1.00	1.00	2.75	2.75	2.75	3.00	3.00	3.00				2.31
<b>Moravia</b>												
Aides/Ass't (CSEA)	2.00	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75			2.54
CSEA	2.00	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75			2.54
<b>Port Byron</b>												
Aides (SEIU)	2.00	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr					2.40
Cust./Maint. (CSEA)	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr					2.30
Cafeteria (CSEA)	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr					2.30
Nurse (CSEA)	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr					2.30
Clerical (SEIU)	2.00	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr					2.40
<b>Skaneateles</b>												
Aides (CSEA)	2.50	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00			2.79
Tchr Ass't (CSEA)	2.50	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00			2.79
Cust./Maint (CSEA)	2.50	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00			2.79
Nurses (CSEA)	2.50	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00			2.79
Clerical (CSEA)	2.50	2.60	2.00	3.00	3.00	3.00	3.00	3.00	3.00			2.79
<b>So. Cayuga</b>												
Aides (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr					2.63
Tchr. Ass't (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr					2.63
Bus Drivers (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr					2.63
Bus Mech (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr					2.63
Cust./Maint (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr					2.63
Cafeteria (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr					2.63

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
CAYUGA-ONONDAGA BOCES cont'd												
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Avg.
<b>So. Cayuga cont'd</b>												
Nurses (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr					2.63
Clerical (CSEA)	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr					2.63
<b>Union Springs</b>												
Aides (SEIU)	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50					2.50
Tchr. Ass'ts (SEIU)	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50					2.50
Bus Drivers (CSEA)	2.00	2.50	2.50	2.50	3.00	3.00	3.00					2.64
Bus Mech (CSEA)	2.00	2.50	2.50	2.50	3.00	3.00	3.00					2.64
Cust/Maint. (CSEA)	2.00	2.50	2.50	2.50	3.00	3.00	3.00					2.64
Cafeteria (CSEA)	2.00	2.50	2.50	2.50	3.00	3.00	3.00					2.64
Nurses (SEIU)	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50					2.50
Clerical (SEIU)	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50					2.50
				* @ % + \$250								
<b>Weedsport</b>												
Aides (CSEA)	1.95	2.50	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25		2.67
Bus Drivers (CSEA)	1.95	2.50	*2.50	*2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25		2.62
		*Bus drivers @ % + 30¢										
Bus Mech (CSEA)	1.95	2.50	2.50	2.50	2.75	2.75	2.75	\$5/hr	3.00	3.25		2.59
Cust/Maint. (CSEA)	1.95	2.50	2.50	2.50	2.75	2.75	2.75	2.75	3.00	3.25		2.61
Nurses, Clerical												
<b>C-O BOCES Avg.</b>	<b>2.24</b>	<b>2.35</b>	<b>2.43</b>	<b>2.61</b>	<b>2.73</b>	<b>2.84</b>	<b>2.83</b>	<b>2.90</b>	<b>2.93</b>	<b>3.05</b>		
<b>BROOME-TIOGA BOCES</b>												
<b>Chenango Valley</b>												
Non-Instruct. (NYSUT)	2.50	2.90	3.00	3.00	3.00	3.00	3.0 or 70¢/hr					2.90
<b>Deposit</b>												
CSEA	3.00	3.00	3.00	3.00	3.00	\$1/hr	4.00	50¢/hr				3.17
<b>Maine-Endwell</b>												
Cust./Maint.	50¢/hr	50¢/hr	50¢/hr	75¢/hr	65¢/hr	60¢/hr						
Supp Staff	3.00	3.15	\$1150-\$1375	\$950-\$1225	\$850-\$1150	75¢/hr	75¢/hr	70¢/hr	80¢/hr	80¢/hr	80¢/hr	3.08
Transp	\$700	\$800	\$910-\$1625	\$860-\$1525	\$810-\$1425	\$300 + 3.25	\$300 + 3.25	70¢/hr	70¢/hr	70¢/hr		3.25
<b>Owego-Apalachin</b>												
NYSUT	1.99	2.50	2.50	2.50	2.85	2.85	2.85					2.58
<b>Union Endicott</b>												
Cafe. Workers	2.70	2.70	2.70	3.40	*3.00	*3.00	3.00	3.00				2.92
Cent Office	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00				2.94
Comp & Tech	2.70	2.70	2.70		3.00	3.00	3.00	3.00				2.94
Dist Office	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00				2.94
Maint. Workers	2.70	2.70	2.70	3.40	5.00	3.00	2.00	2.00				2.94
School Aides	2.70	2.70	2.70	3.40	3.00	*3.00	*3.00	12.9	3.00	3.00	3.00	4.34
Transp	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00				2.90

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Avg.
<b>BROOME-TIOGA BOCES cont'd</b>												
<b>Vestal</b>												
Paraprofessional				3.00	3.00	3.00	3.00					3.00
Employees			2.90	2.95	3.00							2.95
<b>Whitney Point</b>												
Aides/Food Serv (NYSUT)	2.50	2.50	2.50	3.00	3.00	3.00	3.00					2.79
<b>B-T BOCES Avg</b>	<b>2.66</b>	<b>2.75</b>	<b>2.73</b>	<b>3.17</b>	<b>3.15</b>	<b>2.98</b>	<b>2.98</b>	<b>4.48</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	
<b>OSWEGO BOCES</b>												
<b>Hannibal</b>												
CSEA	1.95	2.00	2.50	2.75	3.00	3.00	3.00	2.25	2.00			2.49
HEA	2.20	2.20	2.20	2.25	3.00	3.00	3.00	3.00				2.61
<b>TOMPKINS-SENECA-TIOGA BOCES</b>												
<b>Dryden</b>												
NYSUT	2.85	2.66	2.90	3.75	3.50	3.50						3.17
<b>Groton</b>												
CSEA	2.75	2.75	2.25	2.25	2.25	\$1.50/hr	3.00	60¢/hr				2.54
<b>Lansing</b>												
NYSUT	3.50	60¢/hr	3.00	50¢/hr	60¢/hr	75¢/hr	75¢/hr					3.25
<b>Newfield</b>												
CSEA	1.50	2.25	2.25	3.00	3.00	3.00	3.00					2.57
<b>South Seneca</b>												
Local	2.00	2.00	2.60	2.10	2.00	\$1.40-\$2	3.50	2.50	2.50			2.40
<b>Trumansburg</b>												
Local	2.50	2.50	50¢/hr	56¢/hr	3.50							2.83
<b>T-S-T BOCES Avg.</b>	<b>2.44</b>	<b>2.53</b>	<b>2.50</b>	<b>2.62</b>	<b>2.85</b>	<b>3.25</b>	<b>3.13</b>	<b>2.50</b>	<b>2.50</b>			
<b>WAYNE-FINGER LAKES BOCES</b>												
<b>Clyde-Savannah</b>												
Supp Pers (CSEA)	2.50	2.50	3.50	3.50	3.50	3.50	2.50					3.07
Transp.	2.00	2.00	3.75	3.60	3.50	3.50	75¢/hr					3.06
<b>Dundee</b>												
CSEA	2.00	2.00	2.50	2.50	2.50	4.00	4.00	4.00				2.94
<b>Gananda</b>												
CSEA	2.80	2.80	50¢/hr	70¢/hr	70¢/hr	75¢/hr	\$1.25/hr	75¢/hr				3.00
			OR 3.2%									
<b>Geneva</b>					*for 5+ yrs of service up to \$1.00							
CSEA	2.00	3.00	3.00	3.00	*5¢/hr/yr	75¢/hr	75¢/hr					2.75
<b>Gorham-Middlesex (NYSUT)</b>												
Bus Drivers	2.25	2.70	2.70	2.70	\$1/hr	\$1/hr	\$1/hr	\$1/hr				2.59
Cust./F Serv	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00					2.78

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
WAYNE-FINGER LAKES BOCES con't												
	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2025	Avg.
<b>Honeoye</b>												
NYSUT	2.75	2.50	3.00	2.95	2.95	3.50	3.35	3.30	3.30			3.07
<b>Lyons</b>												
NYSUT	2.50	2.50	1.80	1.80	1.80	2.90	2.90	2.90				2.39
			+54¢/hr	+54¢/hr	+54¢/hr	+70¢/hr	+70¢/hr	+70¢/hr				
<b>Manchester-S'ville</b>												
CSEA	1.90	2.50	2.50	2.50	35¢/hr	30¢/hr	60¢/hr	70¢/hr	70¢/hr			2.35
<b>Naples</b>												
CSEA	2.70	2.70	2.80	2.90	2.90	3.50	3.50	3.75	3.90			3.18
<b>Newark</b>				*or starting rate +1.2% if greater								
Custodians (CSEA)	2.00	2.40	2.00	* 50¢/hr	2.90	2.90						2.49
Tchr Aides/Asst (NY-SUT)	2.40	2.00	*2.25	*2.25	1.50	* 2.9 + 40¢/hr	* 2.9 + 35¢/hr	* 2.9 + 35¢/hr				2.29
			* 2.25-3.0% based on years			* OR Salary Rate						
<b>Palmyra-Macedon</b>												
CSEA	2.90	2.90	2.90	\$2,400/ salary	\$2,500/ salary	\$2,500/ salary	\$2,500/ salary					2.90
			or	\$1.15/hr	\$1.20/hr	\$1.20/hr	\$1.20/hr					
<b>Penn Yan</b>												
CSEA	2.25	2.25	2.35	2.35	3.00	3.00	3.00					2.60
<b>Phelps-Cl Springs (NYSUT)</b>												
Nurses/Food Serv/Bus Driv/Maint	2.00	2.00	3.00	3.00	3.00	2.25	3.50	3.50				2.78
Aides/Clerical	2.00	2.00	3.00	3.00	3.00	3.00	4.30	4.50	4.50			3.26
<b>Red Creek</b>												
CSEA	2.00	* 3.50	2.50	2.50	\$1/hr	3.00	\$1/hr	3.00				2.60
		* 2015-16 % based on hire date										
<b>Romulus</b>												
CSEA	1.50	3.00	3.00	3.00	3¢/hr +2.85%	3¢/hr +2.85%	3¢/hr +2.85%	3¢/hr +2.85%				2.63
				or	48¢/hr	48¢/hr	48¢/hr	48¢/hr				
<b>Seneca Falls</b>												
NEA/NYSUT	2.00	3.00	2.75	2.50	2.00	3.00	3.00	2.50	2.00			2.53
<b>Waterloo</b>												
NEA/NYSUT	1.75	1.95	3.00	3.00	3.00	3.00	3.00	3.00				2.71
<b>Wayne</b>												
CSEA	2.70	2.90	2.90	2.70	2.90	5.00	4.25	4.00	4.00			3.48
					OR \$1.00/hr							
<b>Williamson</b>												
CSEA	2.00	1.75	2.00	3.50	3.25	3.00	3.00					2.64
<b>WFL BOCES Avg.</b>	<b>2.29</b>	<b>2.44</b>	<b>2.76</b>	<b>2.84</b>	<b>2.83</b>	<b>3.10</b>	<b>3.37</b>	<b>3.54</b>	<b>3.73</b>			

# AREA UNEMPLOYMENT RATES

## New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	9.4%	9.7%	8.4%	7.7%	6.9%								
2020	4.1%	4.1%	4.4%	16.2%	15.7%	14.8%	14.8%	11.6%	9.9%	8.3%	8.3%	8.5%	10.0%

## Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	7.2%	7.4%	6.6%	5.7%	4.9%								
2020	4.8%	4.9%	5.0%	17.3%	12.7%	11.6%	11.7%	8.8%	6.1%	5.7%	5.8%	6.5%	8.4%

## Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	6.9%	7.1%	6.5%	5.3%	4.7%								
2020	5.1%	5.2%	5.3%	16.6%	11.5%	10.5%	11.0%	8.5%	5.4%	5.0%	5.2%	5.9%	7.9%

## Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	7.5%	7.8%	6.9%	5.7%	5.0%								
2020	5.6%	5.6%	5.7%	17.2%	12.2%	11.6%	12.0%	9.1%	6.2%	5.9%	6.2%	6.8%	8.7%

## Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	5.3%	5.4%	4.7%	4.1%	3.6%								
2020	3.7%	3.6%	3.6%	11.0%	8.7%	9.2%	9.3%	6.9%	4.7%	4.4%	4.6%	4.7%	6.2%

## Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	6.2%	6.5%	6.0%	4.9%	4.2%								
2020	4.7%	4.8%	5.0%	15.2%	10.8%	9.9%	10.1%	7.6%	5.0%	4.8%	5.0%	5.6%	7.4%

## Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2021	7.0%	7.1%	6.4%	5.5%	4.8%								
2020	4.6%	4.6%	4.8%	15.9%	11.9%	11.2%	11.7%	9.0%	6.3%	5.8%	6.0%	6.7%	8.2%

*\* Please note that 2020 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](http://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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## March 2021

### NY-Northeastern New Jersey Area

1. All Urban Consumers	287.481	0.4	2.0
2. Urban Wage Earners & Clerical Workers	281.761	0.3	2.1

### U.S. City Average

1. All Urban Consumers	264.877	0.7	2.6
2. Urban Wage Earner & Clerical Workers	258.935	0.8	3.0

## April 2021

### NY-Northeastern New Jersey Area

1. All Urban Consumers	289.493	0.7	3.2
2. Urban Wage Earners & Clerical Workers	283.926	0.8	3.3

### U.S. City Average

1. All Urban Consumers	267.054	0.8	4.2
2. Urban Wage Earners & Clerical Workers	261.237	0.9	4.7

# 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-19	245.1	1.3	251.7	1.6	269.7	1.5	275.1	1.6
Feb-19	246.2	1.3	252.8	1.5	270.3	1.2	275.8	1.3
Mar-19	247.8	1.8	254.2	1.9	271.1	1.5	276.6	1.6
Apr-19	249.3	1.9	255.5	2.0	272.0	1.5	277.4	1.6
May-19	249.9	1.7	256.1	1.8	272.7	1.4	278.1	1.5
Jun-19	249.8	1.4	256.1	1.6	273.4	1.5	278.8	1.7
Jul-19	250.2	1.7	256.6	1.8	273.3	1.5	278.8	1.7
Aug-19	250.1	1.5	256.6	1.7	273.9	1.7	279.4	1.8
Sep-19	250.3	1.5	256.8	1.7	273.7	1.3	279.3	1.4
Oct-19	250.9	1.6	257.3	1.8	273.5	1.3	279.3	1.5
Nov-19	250.6	1.9	257.2	2.1	273.6	1.7	279.5	1.8
Dec-19	257.0	2.3	250.5	2.3	279.8	2.2	274.0	2.1
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								
Jun-21								
Jul-21								
Aug-21								
Sep-21								
Oct-21								
Nov-21								
Dec-21								

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