



# THE ADVOCATE

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Providing comprehensive  
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45 years.

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*The Staff of the Office of Personnel  
Relations Extends to You and Your  
Family Best Wishes for the Holiday  
Season and a Very Happy New Year!*



## THE OPR WELCOMES MARK DETWILER

The Cayuga-Onondaga BOCES Office of Personnel Relations is pleased to announce the recent appointment of Mark Detwiler as Labor Relations Specialist for the BOCES.

Mark graduated from Cornell University School of Industrial and Labor Relations with a Bachelor of Science degree in Industrial and Labor Relations. After receiving his undergraduate degree, Mark immediately attended law school at University at Buffalo Law School, where he graduated *cum laude* with a program concentration in Labor and Employment Law. While in law school, Mark worked for the National Labor Relations Board and Roswell Park Cancer Institute, and clerked for a Judge in the Erie County Supreme Court.

Following law school, Mark began his career with the Commonwealth of Massachusetts, Human Resources Division in Boston as Labor Counsel. With the Commonwealth, Mark began working on a wide variety of legal issues, including representing the Commonwealth in grievance arbitration, allegations of employment discrimination, unfair labor practice charges, and before the Civil Service Commission. Mark also investigated claims of workplace violence, bullying, sexual harassment, and financial impropriety, as well as counseled numerous state agencies on compliance with various labor/employment laws and collective bargaining agreements. Mark returned to the Finger Lakes and spent the last year in private practice as a management-side labor and employment attorney with Littler Mendelson in Rochester, New York where he represented clients in State and Federal court, and before various administrative bodies including the National

Labor Relations Board and the New York State Division of Human Rights. Mark also provided advice and counsel on compliance with numerous State and Federal labor and employment laws and investigated allegations of workplace impropriety.

He is very excited about joining the OPR team and looks forward to meeting all of you.

## Protecting Student Privacy In An Online Classroom

**By Gregory A. Gillen of Guercio & Guercio  
for the New York State Association of School  
Attorneys**

For many school districts in New York, the return to the classroom this September has not just marked the start of a new school year, but a whole new way of going to school. The near ubiquitous use of cameras to deliver two-way, online instruction has pushed to the forefront a host of legal considerations that were previously almost non-existent, including the issue of student privacy. With cameras recording students' performance and progress, what, if anything, is protected?

Let's review the basics of the relevant law. As was true prior to the pandemic, the Family Educational Rights and Privacy Act (FERPA) governs the extent to which personally identifiable student information contained in student records is private and confidential.

Under FERPA, a school district may not disclose personally identifiable information from a student's educational records to a third-party, including other students, without the consent of the student's parents or the "eligible" student (*i.e.*, a student over 18), unless an exception applies (34 CFR section 99.30).

Personally identifiable information generally includes student names and images. If an online session is not recorded, no educational

record is created that would be covered by FERPA. But what if the session is recorded? Presumably, these videos would include the images of individual students and perhaps captions with their full names, as well. Would such a video recording qualify as educational records? And, if so, can the school lawfully post or share those records without the parent or eligible student's consent?

In some cases, the answer under FERPA will be fairly obvious under rules that should be familiar to school officials. For instance, although student names are personally identifiable information, FERPA permits school districts to disclose a student's name, identifier or institutional email address in the course of conducting a class in which the student is enrolled. This is true even where a parent has otherwise opted out of the disclosure of "directory information", e.g., information contained in the educational records of a student that would not generally be considered harmful or an invasion of privacy if disclosed (see 34 CFR section 99.3 and section 99.37[c][1]). Therefore, students' names may appear underneath their images in the screen of an online class without raising privacy concerns.

Answering other questions about student privacy that involve recordings of online classes may involve a call to your school attorney, because the determination of whether a video is a student record is generally made on a case-by-case basis, according to the particular context of the video. The general rule is that a photo or video of a student is considered part of that student's educational record where the photo or video is "directly related to a student" and "maintained by an educational agency or institution or by a party acting for the agency or institution" (34 CFR section 99.3).

Unfortunately, there is no clear definition of what "directly related" to a student means. However, the U.S. Department of Education's Student Privacy Policy Office has provided several examples in which a video of a student would be considered directly related to that student, and thus an educational record:

- When the student is intended to be the focus of the video (e.g., a student presentation).
- When the video will be used for a disciplinary or other "official purposes," e.g., where a video records a student violating a rule or law, or being attacked.
- When the video records a student getting injured, becoming ill or suffering a health emergency.
- When the student's personally identifiable information from his/her educational records are visible or discussed. However, a student's incidental appearance in a video, e.g., as part of the background, generally will not render such video an educational record for that student. (For more information on where a recording is "directly related" to a student, see [bit.ly/2GmFGaM](https://bit.ly/2GmFGaM)).

A recording of a classroom session in which the teacher is shown providing instruction is unlikely to be considered an educational record of the students in the class, absent special circumstances. What is less clear is under what conditions a recording of a class in which students answer questions or participate in discussions become an educational record.

However, the text of U.S. Department of Education's Student Privacy Policy Office guidance suggests that only a major event, such as an injury, illness, or illegal act, would transform the recording into an educational record of any individual student. Thus, unless the recording of the class included an activity or event focused solely on an individual student, such as a significant student presentation or an emergency, the video should not be considered an "educational record" pursuant to FERPA. Again, school districts should consult their attorney regarding specific circumstances.

So, your district's teaching staff generally should be able to share classroom recordings with their students who are enrolled in their class. However, in the age of social media, staff should be advised to refrain from

posting videos focused solely on individual students or a recording that captures a significant event such as a health emergency, illegal act or violation of school rules that may result in discipline. Staff members should also be reminded to familiarize themselves with the employer's acceptable use policy for technology, or other policies or regulations that might relate to the use of social media.

Staff should also not disclose other personally identifiable information from educational records, such as grades or accommodations, to other students in the class without first obtaining the consent of a parent or eligible student, as such a disclosure would constitute a FERPA violation. This rule applies to both in-person or online classes, irrespective of whether the class is recorded. Finally, as a best practice, teachers should instruct students with whom classroom recordings are shared that such recordings are intended for their educational use only and should not to be further disclosed or posted elsewhere. New questions involving student privacy may arise because an online classroom is simultaneously both an educational environment and a home environment. For instance, suppose a parent takes a photo of a child doing schoolwork via a teleconferencing and posts it on social media. If the photo captures the student's screen, it might clearly show the names and faces of children in the class. This would not appear to violate FERPA, but it is an untested legal question.

When questions arise involving student privacy and recordings of online classes, school officials should not hesitate to contact their school attorneys.

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**The editorial staff of "The Advocate" gratefully acknowledges the contribution by Gregory A. Gillen of Guercio & Guercio for the New York State Association of School Attorneys from the New York State School Boards Association publication, "On Board," Volume 21, No. 14, October 12, 2020. Used with permission.**  
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## Administrative Reorganization

Due to the possibility of declining state and federal aid, districts may need to consider reorganizing their administrators to more efficiently provide necessary services to their students. However, districts must first be aware of their administrative tenure areas, which are created locally, before transferring administrators to other positions and/or buildings. Below is an analysis describing what to look out for when determining if the district can make such changes.

A district has discretion to transfer administrators if the new position remains in the same tenure area. The Commissioner of Education has said, "School administrators may be transferred within their tenure areas, but may not be transferred outside their tenure areas involuntarily." See *Appeal of Rabeler*, 46 Ed Dept. Rep., Decision No. 15539 (2007). Furthermore, "Boards of education may create or reorganize administrative positions and may assign the duties of one position to another position, provided that the tenure and seniority rights of district administrators are recognized and preserved." See *Appeal of Riendeau*, 23 Ed Dept. Rep., Decision No. 11,290 (1984). In *Riendeau*, the Commissioner also said that the "board may assign the [administrator] to perform any duties which an administrator in [his] tenure area might reasonably be expected to perform." See *id.* Therefore, districts have some latitude to transfer and change administrative duties.

However, there is a "strong policy consideration favoring safeguarding the tenure rights of school administrators and preventing attempts by school districts to manipulate the requirements for tenure and the responsibilities associated with various positions, in derogation of the tenure rights of [an administrator]." *Cowan v. Bd. of Ed. of Brentwood UFSD*, 99 A.D.2d 831, 832 (2d Dept. 1984). Furthermore, "school districts may not restructure existing historically recognized tenure areas in a manner that



deprives an existing administrator of his tenure rights by transferring him involuntarily to a position outside of the area in which he was granted tenure.” See *id.* at 833. It is important to note that the locally created administrative tenure areas may be broad (i.e. principal, assistant principal), specific (i.e. high school principal, elementary school principal), or a combination of the two – the more specific, the harder it may be to reorganize or change duties, but it would not necessarily prohibit such transfers. Thus, changes to administrative tenure areas and duties within those tenure areas must take into account the scope of districts’ administrative tenure areas.

If a transfer is challenged, the Commissioner uses a test to determine if an administrator was transferred outside of his/her tenure area. An administrator will be deemed to be in a different tenure area “if he is transferred to a new position in which he devotes more than 50% of his time to duties which are different from those he performed in his former position.” See *Cowan*, 99 A.D.2d at 833. Along with looking at the basic functions, it is relevant to look at the “kind, quality and breadth of the responsibilities associated with the position.” See *id.* Additionally, the degree of skill and experience required in both positions should be examined. See *Appeal of Donato*, 41 Ed Dept. Rep., Decision No. 14,677 (2001). For instance, the Commissioner will look at district wide versus building wide duties, as well as certification requirements for the new position. See *Appeal of Elmendorf*, 36 Ed. Dept. Rep., Decision No. 13,733 (1997). If a higher certification is required, it “demonstrate[s] a great distinction between the two positions” because the “more rigorous” certification requirement indicates a higher level of skills necessary for the new position. See *id.* Moreover, merely using a “mathematical formula to calculate similarities of duties” with percentages is “unpersuasive.” See *Elmendorf, supra*. Finally, the Commissioner could look at whether or not there is a new probationary appointment, new salary or loss of seniority. See *Riendeau, supra*; *Appeal of Caruana*, 41 Ed Dept. Rep., Decision No. 14671 (2001). Therefore, the Commissioner would look at a wide variety

of factors if a transfer was challenged to determine whether or not the new position is at least 50% similar to the previous position.

Before making any transfers, a district should first examine any applicable collective bargaining agreements for restrictions on administrative transfers. Next, the district should look at its administrative tenure areas and compare any relevant job descriptions to determine similarities/differences. Some areas of examination could be: name of tenure area, role in assessing different areas (i.e. facilities and transportation), age of students supervised, chain of command, reporting requirements, NYS certification, role in curriculum and instruction, role in evaluation, role in maintaining and advocating for professional growth for staff, role in staffing decisions, ability to create schedules for staff and students, budgeting, school community involvement, knowledge of CBAs, role in maintaining building/grade-level duties, working with teachers on curriculum and evaluation, and building wide v. district wide responsibilities. After examining job descriptions look at what administrators actually do, compared to what the job descriptions say. Additionally, determine if there would be any change in salary, a new probationary period and any loss of seniority credit. A district could further bolster its position if it can prove that a transfer to oversee different grade levels requires a similar degree of skill and experience. Finally, it would also be useful to have discussions with any affected administrators about the transfer to avoid any potential litigation. Remember, if the analysis reveals the transfer would change an administrator’s tenure area, the administrator would need to agree to the change in writing.

Overall, a district has the ability to make administrative transfers as long as it does not change tenure areas. Before making any changes, the district should determine its administrative tenure areas and if a transfer could cause a change in tenure area by analyzing new and current administrative duties. As always, our office can assist in analyzing administrative reorganization. Please reach out with any questions.

## RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	AVG.
BOCES	2.25	2.25	2.25	2.50	2.70	2.75	2.80	2.80				2.54
Auburn	2.25	2.25	2.60	2.60	2.60	2.70	2.75	2.80	2.85			2.60
Cato-Meridian	2.00	2.00	2.70	2.60	2.50	2.85	2.85	2.70				2.53
Jordan-Elbridge	2.18	2.50	2.50	2.50	2.80	2.80	2.80	2.80				2.61
Moravia	0.00	2.50	2.50	2.50	2.90	2.85	2.80	2.80				2.36
Port Byron	2.00	2.00	2.50	2.60	2.70	2.60	2.88	2.88	2.88	2.88		2.59
Skaneateles	1.50	2.50	2.60	2.75	3.20	3.10	3.00	3.40	3.60	3.60		2.93
So. Cayuga	2.00	2.25	2.25	2.75	2.75	2.75	\$1,900	3.00	\$1,900			2.54
Union Springs	2.00	2.00	2.50	2.50	2.50	2.75	2.80	2.85				2.49
Weedsport	2.00	2.00	2.50	2.50	2.75	2.75	2.75					2.46
	1.82	2.23	2.49	2.58	2.74	2.79	2.83	2.89	3.11	3.24		
BROOME-TIOGA BOCES												
Chenango Valley	2.75	2.75	2.75	2.75	2.75	\$2,000	3.00	3.00	3.00			2.84
Deposit	2.50	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	2.60	2.80	2.95	2.95	2.95	2.95						2.87
Owego-Apal.	2.00	2.00	2.95	2.85	2.75	3.00	3.50	3.00	3.00			2.73
Union-Endicott	2.70	2.70	2.60	2.90	2.90	3.50	3.50	3.00	3.00			2.98
Vestal	2.60	2.95	2.95	2.95	3.00	3.00	3.00	3.00				2.93
Whitney Point	2.20	2.20	2.50	2.60	2.70	3.00	3.00	3.00				2.65
	2.48	2.56	2.81	2.86	2.86	3.07	3.10	3.00	3.00	3.00		
GENESEE VALLEY BOCES												
Geneseo	2.00	3.00	3.00	3.00	3.75	3.60	3.50					3.12
OSWEGO BOCES												
Hannibal	1.75	2.20	2.20	2.20	2.75	3.00	3.00	3.00				2.51
Oswego	2.00	2.00	2.00	0.00	3.00	3.00	3.00					2.14
	1.88	2.10	2.10	1.10	2.88	3.00	3.00	3.00				
TOMPKINS-SENECA-TIOGA BOCES												
BOCES												
Candor	2.00	1.5 + \$1000	1.5 + \$1000	2.0 + \$500	3.20	2.0 + \$44/step	2.0 + \$44/step					2.60
Dryden	3.00	3.00	3.00	3.05	3.13	4.42	4.25	4.14	3.31			3.48
Groton	2.50	2.60	2.70	2.70	6.00	6.00	6.0/5.0/4.0					3.75
							% depends on years					
Ithaca	2.00	2.00	2.00	4.50	\$1,930	3.00						2.70
Lansing	2.70	3.00	3.00	3.25	2.85	2.90	2.65	3.75	3.75	3.50	3.50	3.17
Newfield	3.00	3.50	2.75	2.50	3.25	3.00	3.25	3.00				3.03
South Seneca	2.45	2.45	1.45	2.75	3.25	3.25	3.50	3.50	3.50	3.50		2.96
Trumansburg	3.00	3.00	2.50	3.00	3.25	3.50	3.50					3.11
	2.58	2.79	2.49	3.11	3.72	3.72	3.60	3.60	3.52	3.50	3.50	

## RECENT AREA TEACHER CONTRACT SETTLEMENTS

### WAYNE - FINGER LAKES BOCES

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	AVG.
BOCES	2.50	2.45	2.45	3.00	3.00							2.68
Bloomfield	1.98	2.00	2.00									1.99
Canandaigua	2.69	2.65	2.57									2.64
Clyde-Savannah	2.25	2.25	2.25	3.50	3.25	3.25	3.00	2.0 + \$125				2.82
Dundee	2.50	3.00	3.30	3.40	2.50	4.00	3.25	3.25				3.15
Gananda	2.60	2.75	3.00	3.00	3.20	3.10	3.20	3.40				3.03
Geneva	2.00	2.00	3.00	3.50	3.50	2.50	3.00	2.50	2.50	2.70		2.72
Gorham-Middlesex	2.50	2.50	2.50	3.00	3.00	3.00	3.00					2.79
Honeoye	2.50	2.75	2.75	2.90	3.30	3.30	3.35	3.45				3.04
Lyons	2.50 + \$1,000	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	2.00	2.50	3.00	2.50	2.50	2.50					2.43
Marion	2.00	2.40	2.25	3.00	3.25	3.50	3.65					2.86
Naples	2.25	2.25	2.50	2.50	2.60	3.50	3.45	3.35	3.25			2.85
Newark	2.50	2.50	3.00	3.00	3.00	3.25	3.10	3.20				2.94
N Rose-Wolcott	1.90	2.00	2.30	3.50	3.50	3.30	3.30	3.30				2.89
Palmyra-Macedon	3.90	2.50	1.75 + \$500	2.75	2.75	2.75	3.25	3.25	3.25	3.25	3.50	3.12
Penn Yan	1.90	2.00	2.00	2.30	3.00	3.00	3.00	3.00	\$125 + 3.00	\$125 + 3.00		2.62
Phelps-CI Springs	2.00	2.00	2.00	3.00	3.00	3.00	3.00					2.57
Red Creek	2.50	2.40	2.40	4.00	3.25	3.00	2.50					2.86
Romulus	1.50	1.50	5.00	3.00	3.00	3.00	2.75	2.75	2.75			2.81
Seneca Falls	2.00	2.00	3.00	2.75	2.50	2.00	3.00	3.00	3.00	\$1,200		2.58
Sodus	2.00	2.20	3.00	3.00	3.30	3.30	3.00	3.00	3.00	3.00		2.88
			* 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					
Victor	2.50	2.50	3.10	3.10	3.10							2.86
Waterloo	1.50	1.75	1.95	3.00	3.00	3.50	3.50	3.25	3.25			2.74
Wayne	3.00	2.00	3.50	4.00	2.50	3.00	3.00	3.00	3.00			3.00
Williamson	2.25	2.50	2.50	2.60	2.50	3.00	3.00	3.75	3.15			2.81
	<b>2.29</b>	<b>2.27</b>	<b>2.70</b>	<b>3.08</b>	<b>2.98</b>	<b>3.08</b>	<b>3.09</b>	<b>3.17</b>	<b>3.02</b>	<b>2.98</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												
	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	Avg.
<b>BOCES</b>												
Aides (CSEA)	2.00	2.00	2.50	2.50	2.50	2.70	2.75	2.80				2.47
Tchr. Ass't	2.00	2.00	2.50	2.50	2.70	2.75	2.80					2.46
Non-Instructional	2.00	2.00	2.50	2.50	2.70	2.75	2.80	2.80				2.51
<b>Auburn</b>												
Aides/Clerical (NYSUT)	1.00	2.00	2.00	2.60	2.60	2.60						2.13
Bus Drivers (CSEA)	0.00	2.25	2.25	2.60	2.60	2.60						2.05
Cust/Maint. (CSEA)	0.00	2.25	2.25	2.60	2.60	2.60						2.05
Nurses (SEIU)	2.00											2.00
<b>Cato-Meridian</b>												
Aides/Ass'ts (SEIU)	50¢/hr	50¢/hr	75¢/hr	75¢/hr	75¢/hr	50¢/hr	45¢/hr	45¢/hr				
Bus Drivers (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25				2.19
Cust./Maint. (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25				2.19
<b>Jordan-Elbridge</b>												
Aides/Clerical(SEIU)	3.00	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	2.00	2.50	2.50	2.50	3.00	3.00	3.00			2.50
Cust./Maint (SEIU)	3.00	3.00	2.50	2.50	2.50	2.80	3.00	50¢+3.0	50¢+3.0			2.81
Cafeteria (SEIU)	3.00	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	1.00	2.75	2.75	2.75	3.00	3.00	3.00			2.17
<b>Moravia</b>												
Aides/Ass't (CSEA)	0.00	2.00	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75		2.22
CSEA	0.00	2.00	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75		2.22
<b>Port Byron</b>												
Aides (SEIU)	2.00	2.00	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr				2.33
Cust./Maint. (CSEA)	2.00	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr				2.25
Cafeteria (CSEA)	2.00	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr				2.25
Nurse (CSEA)	2.00	2.00	2.00	2.50	2.50	2.50	70¢/hr	70¢/hr				2.25
Clerical (SEIU)	2.00	2.00	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr				2.33
<b>Skaneateles</b>												
Aides (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Tchr Ass't (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Cust./Maint (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Nurses (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Clerical (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
<b>So. Cayuga</b>												
Aides (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Tchr. Ass't (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Bus Drivers (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Bus Mech (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Cust./Maint (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Cafeteria (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58



RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
CAYUGA-ONONDAGA BOCES cont'd												
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Avg.
<b>So. Cayuga cont'd</b>												
Nurses (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Clerical (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
<b>Union Springs</b>												
Aides (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
Tchr. Ass'ts (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
Bus Drivers (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Bus Mech (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Cust/Maint. (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Cafeteria (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Nurses (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
Clerical (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
					* @ % + \$250							
<b>Weedsport</b>												
Aides (CSEA)	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75				2.46
Bus Drivers (CSEA)	1.95	1.95	2.50	*2.50	*2.50	2.75	2.75	2.75				2.44
			*Bus drivers @ % + 30¢									
Bus Mech (CSEA)	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75				2.46
Cust/Maint. (CSEA)	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75				2.46
Nurses, Clerical												
<b>C-O BOCES Avg.</b>	<b>1.90</b>	<b>2.26</b>	<b>2.34</b>	<b>2.43</b>	<b>2.61</b>	<b>2.74</b>	<b>2.84</b>	<b>2.79</b>	<b>3.00</b>	<b>2.75</b>		
<b>BROOME-TIOGA BOCES</b>												
<b>Chenango Valley</b>												
Non-Instruct. (NYSUT)	2.25	2.50	2.90	3.00	3.00	3.00	3.00	3.0 or 70¢/hr				2.81
<b>Deposit</b>												
CSEA	2.00	3.00	3.00	3.00	3.00	3.00	\$1/hr	4.00	50¢/hr			3.00
<b>Maine-Endwell</b>												
Cust./Maint.	2.00	50¢/hr	50¢/hr	50¢/hr	75¢/hr	65¢/hr	60¢/hr					2.00
Supp Staff	2.95	3.00	3.15									3.03
Transp	\$600	\$700	\$800	\$910-1625	\$860-1525	\$810 - 1425						
<b>Owego-Apalachin</b>												
NYSUT	1.99	1.99	2.50	2.50	2.50							2.30
<b>Union Endicott</b>												
Cafe. Workers	2.70	2.70	2.70	2.70	3.40	*3.00	*3.00	3.00	3.00			2.89
Cent Office	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00			2.91
Comp & Tech	2.70	2.70	2.70	2.70		3.00	3.00	3.00	3.00			2.91
Dist Office	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00			2.91
Maint. Workers	2.70	2.70	2.70	2.70	3.40	5.00	3.00	2.00	2.00			2.91
School Aides	2.70	2.70	2.70	2.70	3.40	3.00	*3.00	*3.00				2.87
Transp	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00			2.87
						* @ % + 25¢/hour						

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	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)	2.25	2.50	2.50	2.50	3.00	3.00	3.00	3.00				2.72
<b>B-T BOCES Avg</b>	<b>2.49</b>	<b>2.66</b>	<b>2.75</b>	<b>2.73</b>	<b>3.17</b>	<b>3.18</b>	<b>3.00</b>	<b>3.00</b>	<b>2.80</b>			
<b>OSWEGO BOCES</b>												
<b>Hannibal</b>												
CSEA	1.75	1.95	2.00	2.50	2.75	3.00						2.33
HEA	1.75	2.20	2.20	2.20	2.25	3.00	3.00	3.00	3.00			2.51
<b>Oswego</b>												
CSEA	2.00	2.00	2.00	0.00	3.00	3.00	3.00	3.00				2.25
<b>Osw. BOCES Avg.</b>	<b>1.83</b>	<b>2.05</b>	<b>2.07</b>	<b>1.57</b>	<b>2.67</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>			
<b>TOMPKINS-SENECA-TIOGA BOCES</b>												
<b>BOCES</b>												
Local												
<b>Candor</b>												
Local												
<b>Dryden</b>												
NYSUT	3.00	2.85	2.66	2.90	3.75	3.50	3.50					3.17
<b>Groton</b>												
CSEA	2.50	2.75	2.75	2.25	2.25	2.25	\$1.50/hr	3.00	60¢/hr			2.54
<b>Ithaca</b>												
Supp Prof.		2.00	3.00	2.00	2.00							2.25
<b>Lansing</b>												
NYSUT	90¢/hr	3.50	60¢/hr	3.00	50¢/hr	60¢/hr	75¢/hr	75¢/hr				3.25
<b>Newfield</b>												
CSEA	2.50	1.50	2.25	2.25	3.00	3.00	3.00	3.00				2.56
<b>South Seneca</b>												
Local	2.00	2.00	2.00	2.60	2.10	2.00	\$1.40- \$2.00	3.50	2.50	2.50		2.36
<b>Trumansburg</b>												
Local	2.50	2.50	2.50	50¢/hr	56¢/hr	3.50						2.75
<b>T-S-T Avg.</b>	<b>2.50</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>3.17</b>	<b>2.50</b>	<b>2.50</b>		

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Avg.
<b>WAYNE-FINGER LAKES BOCES</b>												
<b>BOCES</b>												
NYSUT	1.90	2.75	2.45	2.45								2.39
<b>Bloomfield</b>												
NEA/NYSUT	1.95	1.85	1.85									1.88
<b>Canandaigua</b>												
Cust./Maint.	3.00	3.00	3.00									3.00
Cler./Aides	3.00	2.40	2.40									2.60
Food Service	2.25	2.25	3.00	3.00	3.00							2.70
Bus Drivers	2.25	2.25										2.25
Monitors	2.25	2.00	3.47	2.40	2.35							2.49
<b>Clyde-Savannah</b>												
Supp Pers (CSEA)	2.50	2.50	2.50	3.50	3.50	3.50	3.50	2.50				3.00
Transp.	2.00	2.00	2.00	3.75	3.60	3.50	3.50	+ 75¢/hr				2.91
<b>Dundee</b>												
CSEA	2.00	2.00	2.00	2.50	2.50	2.50	4.00	4.00	4.00			2.83
<b>Gananda</b>												
CSEA	2.80	2.80	2.80									2.80
<b>Geneva</b>						*for 5+ yrs of service up to \$1.00						
CSEA	2.00	2.00	3.00	3.00	3.00	*5¢/hr/yr	+ 75¢/hr	+75¢/hr				2.60
<b>Gorham-Middlesex</b>												
Bus Drivers (NYSUT)	2.25	2.25	2.70	2.70	2.70	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.52
Cust./F Serv (NYSUT)	3.75	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00				2.94
Teacher Aides (NYSUT)	2.25	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00				2.69
<b>Honeoye</b>												
NYSUT	2.50	2.75	2.50	3.00	2.95	2.95	3.50	3.35	3.30	3.30		3.01
<b>Lyons</b>												
NYSUT	2.50	2.50	2.50	1.80	1.80	1.80	2.90	2.90	2.90			2.40
				+ 54¢/hr	+ 54¢/hr	+ 54¢/hr	+70¢/hr	+70¢/hr	+70¢/hr			
<b>Manchester-S'ville</b>												
CSEA	1.90	1.90	2.50	2.50	2.50							2.26
<b>Marion</b>												
CSEA	1.75	1.75	1.75									1.75
<b>Naples</b>												
CSEA	2.70	2.70	2.70	2.80	2.90	2.90	3.50	3.50	3.75	3.90		3.14

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
WAYNE-FINGER LAKES BOCES cont'd												
	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	Avg.
<b>Newark</b>					*or starting rate +1.2% if greater							
Custodians (CSEA)	2.00	2.00	2.40	2.00	* 50¢/hr	2.90	2.90					2.37
Tchr Aides/Asst (NYSUT)	1.50	2.40	2.00	*2.25	*2.25	1.50	* 2.9 + .40/hr	* 2.9 + .35/hr	* 2.9 + .35/hr			2.29
				* 2016-17 & 2017-18 2.25-3.0% based on years			* OR Salary Rate					
<b>N Rose-Wolcott</b>												
NYSUT	1.90	1.90	1.95									1.53
<b>Palmyra-Macedon</b>												
CSEA	2.90	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	2.25	2.35	2.35							2.29
<b>Phelps-CI Springs (NYSUT)</b>												
Nurses/Food Serv/ Bus Driv/Maint	2.00	2.00	2.00	3.00	3.00	3.00	3.00	2.25	3.50	3.50		2.73
Aides/Clerical	2.00	2.00	2.00	3.00	3.00	3.00	3.00					2.57
<b>Red Creek</b>												
CSEA	2.00	2.00	* 3.50	2.50	2.50	\$1/hr	3.00	\$1/hr	3.00			2.50
			* 2015-16 % based on hire date									
<b>Romulus</b>												
CSEA	1.50	1.50	3.00	3.00	3.00							2.40
<b>Seneca Falls</b>												
NEA/NYSUT	2.00	2.00	3.00	2.75	2.50	2.00						2.38
<b>Sodus</b>												
CSEA	2.00	2.00	2.00									2.00
<b>Victor</b>												
CSEA	1.50	2.00	2.00	2.00								1.88
<b>Waterloo</b>												
NEA/NYSUT	1.50	1.75	1.95	3.00	3.00	3.00	3.00	3.00	3.00			2.58
<b>Wayne</b>												
CSEA	2.50	2.70	2.90	2.90	2.70	2.90	5.00	4.25	4.00	4.00		3.39
						OR	\$1.00/hr					
<b>Williamson</b>												
CSEA	3.00	2.00	1.75	2.00	3.50	3.25	3.00	3.00				2.69
<b>WFL BOCES Avg.</b>	<b>2.27</b>	<b>2.28</b>	<b>2.44</b>	<b>2.73</b>	<b>2.83</b>	<b>2.82</b>	<b>3.27</b>	<b>2.98</b>	<b>3.48</b>	<b>3.64</b>		

# AREA UNEMPLOYMENT RATES

## New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	4.1%	3.9%	4.2%	15.1%	14.2%	15.5%	16.0%	12.6%	9.4%	9.2%			
2019	4.8%	4.5%	4.2%	3.6%	3.6%	3.8%	4.2%	4.1%	3.6%	3.7%	3.6%	3.7%	4.0%

## Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	4.9%	4.7%	4.7%	16.3%	11.8%	11.8%	13.0%	9.8%	6.0%	6.4%			
2019	5.0%	5.0%	4.6%	3.8%	3.8%	4.0%	4.3%	4.2%	3.9%	3.9%	4.0%	4.5%	4.3%

## Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	5.3%	5.1%	5.1%	15.3%	10.6%	10.5%	11.8%	9.0%	5.3%	5.5%			
2019	5.3%	5.3%	4.9%	3.9%	3.8%	3.9%	4.2%	4.2%	3.6%	3.8%	3.9%	4.7%	4.3%

## Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	5.7%	5.4%	5.4%	15.2%	10.7%	11.3%	12.7%	9.6%	5.8%	6.3%			
2019	5.8%	5.5%	5.1%	4.3%	4.0%	4.5%	5.0%	4.8%	4.3%	4.3%	4.4%	5.0%	4.7%

## Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	3.8%	3.5%	3.5%	10.2%	7.8%	8.8%	9.8%	7.1%	4.3%	4.6%			
2019	4.0%	3.8%	3.5%	3.2%	3.3%	3.8%	4.2%	4.0%	3.7%	3.6%	3.3%	3.3%	3.6%

## Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	4.9%	4.7%	4.8%	14.4%	10.1%	9.9%	11.1%	8.3%	4.9%	5.3%			
2019	4.8%	4.8%	4.4%	3.6%	3.4%	3.6%	3.7%	3.7%	3.4%	3.5%	3.6%	4.4%	3.9%

## Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2020	4.7%	4.5%	4.6%	14.9%	11.0%	11.2%	12.9%	9.8%	6.1%	6.4%			
2019	4.7%	4.7%	4.3%	3.7%	3.7%	3.9%	4.3%	4.3%	3.8%	3.9%	3.9%	4.4%	4.1%

*\* Please note that 2019 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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## September 2020

### NY-Northeastern New Jersey Area

1. All Urban Consumers	284.551	0.4	1.9
2. Urban Wage Earners & Clerical Workers	278.916	0.4	1.9

### U.S. City Average

1. All Urban Consumers	260.280	0.1	1.4
2. Urban Wage Earners & Clerical Workers	254.004	0.2	1.5

## October 2020

### NY-Northeastern New Jersey Area

1. All Urban Consumers	284.121	- 0.2	1.7
2. Urban Wage Earners & Clerical Workers	278.297	- 0.2	1.8

### U.S. City Average

1. All Urban Consumers	260.388	0.0	1.2
2. Urban Wage Earners & Clerical Workers	254.076	0.0	1.3

# 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-18	241.9	2.1	247.9	2.1	265.7	1.6	270.8	1.4
Feb-18	243.0	2.3	249.0	2.2	267.2	1.9	272.2	1.7
Mar-18	243.5	2.4	249.6	2.4	267.1	1.9	272.2	1.7
Apr-18	244.6	2.6	250.5	2.5	267.9	2.1	273.0	1.9
May-18	245.8	3.0	251.6	2.8	269.0	2.3	274.0	2.2
Jun-18	246.2	3.1	252.0	2.9	269.3	2.3	274.2	2.0
Jul-18	246.2	3.2	252.0	2.9	269.1	2.5	274.1	2.2
Aug-18	246.3	2.9	252.1	2.7	269.3	2.2	274.4	2.2
Sep-18	246.6	2.3	252.4	2.3	270.3	1.9	275.5	2.0
Oct-18	247.0	2.7	252.9	2.5	269.9	2.0	275.1	2.0
Nov-18	245.9	2.2	252.0	2.2	269.2	1.9	274.5	1.9
Dec-18	244.8	1.8	251.2	1.9	268.4	1.5	273.8	1.6
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	0.6	257.8	0.5	276.5	0.0	282.3	0.1
Jul-20	252.6	0.6	259.1	0.5	277.9	0.5	283.6	0.5
Aug-20	253.6	0.4	259.9	0.3	277.9	0.0	283.5	0.1
Sep-20	254.0	0.2	260.3	0.1	278.9	0.4	284.6	0.4
Oct-20	254.1	0.0	260.4	0.0	278.3	0.2	284.1	0.2
Nov-20								
Dec-20								

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