

1 existing and the development of new educator affinity groups for historically
2 underrepresented groups. The Agency of Education shall administer the
3 Program.

4 (2) The Agency shall adopt policies, procedures, and guidelines
5 necessary for the implementation of the Program established pursuant to this
6 subsection (b).

7 Sec. F.7 DEPARTMENT OF CORRECTIONS PROFESSIONAL
8 DEVELOPMENT; INTENT; CONTRACT

9 (a) It is the intent of the General Assembly to assist the Department of
10 Corrections to continue and further engage in a professional development
11 initiative to enhance supervisory effectiveness and strengthen leadership
12 development within the Department and among its employees. The
13 Department's enhanced supervisory training is part of its effort to address an
14 employee workforce crisis and strengthen workplace satisfaction.

15 (b) The Department of Corrections shall contract or expand an existing
16 contract with a vendor to provide supervisory and management professional
17 development services to the Department and among its employees.

18 (c) On or before March 15, 2024, the Department and the contracted
19 vendor shall testify before the House Committee on Corrections and
20 Institutions about the progress and effectiveness of its professional

1 development initiative. The Department shall make management, supervisory,
2 and frontline staff available to testify.

3 Sec. F.8 28 V.S.A. § 126 is added to read:

4 § 126. DEPARTMENT OF CORRECTIONS; PEER SUPPORT PROGRAM;

5 CONFIDENTIALITY

6 (a) As used in this section:

7 (1) “Department” has the same meaning as in subdivision 3(4) of this
8 title.

9 (2) “Participant” means a Department staff member who has been
10 involved in a traumatic incident by reason of employment at the Department
11 and who has agreed to participate in the Department’s peer support program.

12 (3) “Peer support” means appropriate support and services offered by a
13 peer support specialist to a participant.

14 (4) “Peer support program” means a program established by the
15 Department of Corrections to provide appropriate peer support services to
16 Department staff members.

17 (5) “Peer support session” means a peer support program session for a
18 Department staff member who has been involved in a traumatic incident by
19 reason of employment at the Department or related to other personal matters.

20 (6) “Peer support specialist” means a Department staff member who, by
21 reason of the staff member’s prior experience, training, or interest, has

1 expressed a desire and has been selected to provide appropriate peer support
2 services to a participant.

3 (7) “Staff member” means a supervising officer as defined in
4 subdivision 3(9) of this title, a correctional officer as defined in subdivision
5 3(10) of this title, and any other employee of the Department.

6 (b)(1) Except as provided in subsection (d) of this section, any
7 communication made by a participant or peer support specialist in a peer
8 support session of the peer support program, including any oral or written
9 information conveyed during a peer support session, shall not be disclosed by
10 any individual participating in the peer support session.

11 (2) Except as provided by subsection (d) of this section, any
12 communication relating to a peer support session between peer support
13 specialists, between peer support specialists and participants of the peer
14 support program, between participants of the peer support program, or between
15 any other Department staff member, including any oral or written information,
16 shall not be disclosed by any individual participating in the communication.

17 (3) Written communications described in this subsection, such as notes,
18 records, and reports related to a peer support session, are exempt from public
19 inspection and copying under the Public Records Act and shall be kept
20 confidential. The Public Records Act exemptions created in this section shall

1 not be subject to the provisions of 1 V.S.A. § 317(e) (repeal of Public Records
2 Act exemptions).

3 (c) Except as provided by subsection (d) of this section, any
4 communication made by a participant or peer support specialist in a peer
5 support session, including any oral or written communication, such as notes,
6 records, and reports related to the peer support session, shall not be admissible
7 in a judicial, administrative, or arbitration proceeding. Limitations on
8 disclosure imposed by this subsection include disclosure during any discovery
9 conducted as part of an adjudicatory proceeding. Limitations on disclosure
10 imposed by this subsection shall not include knowledge acquired by the
11 Department or staff members from observations made during the course of
12 employment or information acquired by the by the Department or staff
13 members during the course of employment that is otherwise subject to
14 discovery or introduction into evidence.

15 (d)(1) Confidentiality protections described in subsections (b) and (c) of
16 this section shall only apply to a peer support session conducted by an
17 individual who has:

18 (A) been designated by the Department or the peer support program
19 to act as a peer support specialist; and

20 (B) received and completed training in peer support and providing
21 emotional and moral support to Department staff members who have been

1 involved in emotionally traumatic incidents by reason of their employment or
2 other personal matters.

3 (2) Confidentiality protections described in subsections (b) and (c) of
4 this section shall not apply to the following information as it pertains to an
5 individual designated to receive such information in the normal course the
6 individual's professional responsibilities:

7 (A) any threat of suicide or homicide made by a participant of a peer
8 support session or any information conveyed in a peer support session relating
9 to a threat of suicide or homicide;

10 (B) any information relating to the abuse of a child or vulnerable
11 adult, or other information that is required to be reported by law;

12 (C) any admission of criminal conduct; or

13 (D) any admission of a plan to commit a crime.

14 (e) Nothing in this section shall prohibit any communications between peer
15 support specialists regarding a peer support session or between peer support
16 specialists and participants of the peer support program.

17 (f)(1) The Department shall not be liable for any disclosure made in
18 violation of this section by a peer support specialist or participant who
19 participates in a peer support session.

20 (2) A peer support specialist who in good faith provides appropriate peer
21 support services to a participant of the peer support program shall be immune

1 from criminal or civil liability for any injury to the participant unless the peer
2 support specialist's conduct constitutes gross negligence, recklessness, or
3 intentional misconduct.

4 Sec. F.9 CLIMATE WORKFORCE EDUCATION CAMPAIGN;

5 ADVANCE VERMONT

6 (a) Advance Vermont shall create a climate workforce-focused digital
7 public resource that engages current and prospective employees, Vermont
8 youth, adults interested in changing careers, and individuals yet to earn a
9 postsecondary credential, or those who are looking to upskill.

10 (b) The resource shall include:

11 (1) centralized information about career and education opportunities in
12 Vermont that build awareness of needed climate careers; and

13 (2) video series and other media featuring opportunities with employers
14 and employee success stories.

15 Sec. F.10 VERMONT SUSTAINABLE JOBS FUND; BUSINESS

16 COACHING

17 (a) The Vermont Sustainable Jobs Fund shall recruit a cohort of up to
18 twelve existing companies and a cohort of up to twelve trained tradespeople to
19 receive advanced business assistance to enable them to either pivot their
20 existing business or start a new business that will expand the State's ability to