

1 H.955

2 Introduced by Committee on Education

3 Date:

4 Subject: Education; school districts; cooperative education service areas; union

5 school districts; education finance; prekindergarten education

6 Statement of purpose of bill as introduced: This bill proposes to (1) rename
7 boards of cooperative education services to cooperative educational services
8 areas; (2) assign each supervisory union to a cooperative educational service
9 area; (3) require all school districts to participate in a study committee to study
10 the advisability of forming a unified union school district; (4) amend the
11 contingent effective dates in 2025 Acts and Resolves No. 73; and (5) require
12 JFO to hire a contractor to make recommendations regarding how to account
13 for the provision of prekindergarten education within Vermont's education
14 finance system.

15 An act relating to next steps in transforming Vermont's education system

16 It is hereby enacted by the General Assembly of the State of Vermont:

17 * * * Legislative Intent * * *

18 Sec. 1. LEGISLATIVE INTENT

19 (a) To ensure each student is provided substantially equal educational
20 opportunities that will prepare the student to thrive in a 21st-century world, it

1 is the intent of the General Assembly to work strategically, intentionally, and
2 thoughtfully to ensure that each incremental change made to Vermont's public
3 education system provides strength and support to its only constitutionally
4 required governmental service.

5 (b) The General Assembly recognizes that Vermont's schools anchor local
6 economies and community identity, connecting young people to their homes
7 while supporting workforce development and long-term stability, and that
8 different regions of Vermont have different needs, challenges, and
9 opportunities. Further, it is the intent of the General Assembly to ensure that
10 local voice and community input retain an important role in Vermont's
11 evolving education landscape.

12 * * * Cooperative Educational Service Areas * * *

13 Sec. 2. 16 V.S.A. chapter 10 is amended to read:

14 CHAPTER 10. ~~BOARDS OF COOPERATIVE EDUCATION SERVICES~~
15 EDUCATIONAL SERVICE AREAS

16 § 601. POLICY

17 It is the policy of the State to ~~allow and encourage supervisory unions to~~
18 ~~create boards of cooperative education services~~ educational service areas to
19 provide shared programs and services on a regional and statewide level.
20 ~~Formation of a board of cooperative education services shall be designed to~~
21 ~~build upon the geographically focused cooperative regions used by Vermont~~
22 ~~superintendents as of July 1, 2024;~~ It is the intent of the General Assembly that

1 cooperative educational service areas are utilized by member supervisory
2 unions to maximize the impact of available dollars through collaborative
3 funding; reduce duplication of programs, personnel, and services; and
4 contribute to equalizing the equalization of educational opportunities for all
5 pupils.

6 § 602. DEFINITIONS

7 As used in this chapter:

8 (1) “Educator” means any:

9 (A) individual licensed under chapter 51 of this title, the majority of
10 whose employed time in a public school district, supervisory union, or ~~board of~~
11 ~~cooperative education services~~ educational service area is assigned to furnish
12 to students direct instructional or other educational services, as defined by rule
13 of the Standards Board, or who is otherwise subject to licensing as determined
14 by the Standards Board; or

15 * * *

16 (3) “Cooperative educational service area” or “CESA” means an
17 association of supervisory unions created pursuant to this chapter to deliver
18 shared programs and services to complement the educational programs of
19 member supervisory unions in a cost-effective manner. A CESA shall be a
20 body politic and corporate with the powers and duties afforded it under this
21 chapter.

1 § 603. CREATION OF ~~BOARD OF COOPERATIVE EDUCATION~~

2 ~~SERVICES~~ EDUCATIONAL SERVICE AREAS;

3 ORGANIZATION; SECRETARY APPROVAL

4 (a) Establishment of ~~boards of cooperative education services~~ educational
5 service areas. ~~When the boards of two or more supervisory unions vote to~~
6 ~~explore the advisability of entering into a written agreement to provide shared~~
7 ~~programs and services, the interested boards shall meet and discuss the terms~~
8 ~~of any such agreement. At this meeting or a subsequent meeting, the~~
9 ~~participating boards may enter into a proposed agreement to form an~~
10 ~~association of supervisory unions to deliver shared programs and services to~~
11 ~~complement the educational programs of member supervisory unions in a cost-~~
12 ~~effective manner. An association formed pursuant to this chapter shall be~~
13 ~~known as a board of cooperative education services (BOCES) and shall be a~~
14 ~~body politic and corporate with the powers and duties afforded them under this~~
15 ~~chapter.~~ Supervisory unions are arranged into the following cooperative
16 educational service areas:

17 (1) The Champlain Valley North CESA is formed of the member
18 supervisory unions of:

19 (A) Franklin Northeast Supervisory Union, which is composed of the
20 member school districts of the Enosburgh-Richford Unified Union School
21 District and the Northern Mountain Valley Unified Union School District;

1 (B) Franklin West Supervisory Union, which is composed of the
2 member school districts of the Fairfax School District, the Fletcher School
3 District, and the Georgia School District;

4 (C) Maple Run Unified Union Supervisory District;

5 (D) Milton Supervisory District; and

6 (E) Missisquoi Valley Supervisory District.

7 (2) The Chittenden Central CESA is formed of the member supervisory
8 unions of:

9 (A) Burlington Supervisory District;

10 (B) Colchester Supervisory District;

11 (C) Essex Westford Educational Community Unified Union
12 Supervisory District;

13 (D) Grand Isle Supervisory Union, which is composed of the member
14 school districts of the Alburgh School District, the Champlain Islands Unified
15 Union School District, and the South Hero School District;

16 (E) South Burlington Supervisory District; and

17 (F) Winooski Supervisory District.

18 (3) The Champlain Valley South CESA is formed of the member
19 supervisory unions of:

20 (A) Addison Central Supervisory District;

21 (B) Addison Northwest Supervisory District;

22 (C) Champlain Valley Supervisory District;

1 (D) Lincoln Supervisory District;

2 (E) Mount Abraham Unified Supervisory District; and

3 (F) Mount Mansfield Unified Union Supervisory District.

4 (4) The Southwest CESA is formed of the member supervisory unions

5 of:

6 (A) Bennington Rutland Supervisory Union, which is composed of

7 the member school districts of the Mettawee School District, the Taconic and

8 Green Regional School District, and the Winhall School District;

9 (B) Greater Rutland County Supervisory Union, which is composed

10 of the member school districts of the Ira School District, the Quarry Valley

11 Unified Union School District, the Rutland Town School District, and the

12 Wells Spring Unified Union School District;

13 (C) Mill River Unified Union Supervisory District;

14 (D) Rutland City Supervisory District;

15 (E) Rutland Northeast Supervisory Union, which is composed of the

16 member school districts of the Barstow Unified Union School District and the

17 Otter Valley Unified Union School District;

18 (F) Slate Valley Unified Union Supervisory District; and

19 (G) Southwest Vermont Supervisory Union, which is composed of

20 the member school districts of the Arlington School District, the Mount

21 Anthony Union High School District #14, the North Bennington Graded

1 School District, the Sandgate School District, and the Southwest Vermont
2 Union Elementary School District.

3 (5) The Vermont Learning Collaborative is formed of the member
4 supervisory unions of:

5 (A) Mountain View Supervisory Union, which is composed of the
6 member school districts of the Pittsfield School District and the Mountain
7 View School District;

8 (B) Springfield Supervisory District;

9 (C) Two Rivers Supervisory Union, which is composed of the
10 member school districts of the Green Mountain Unified School District;

11 (D) Windham Central Supervisory Union, which is composed of the
12 member school districts of the Marlboro School District, the River Valleys
13 Unified School District, the Stratton School District, the West River Modified
14 Union Education District, and the Windham School District;

15 (E) Windham Northeast Supervisory Union, which is composed of
16 the member school districts of the Bellows Falls Union High School District,
17 the Rockingham School District, the Athens Grafton School District, and the
18 Westminster School District;

19 (F) Windham Southeast Supervisory Union, which is composed of
20 the member school districts of the Vernon Town School District and the
21 Windham Southeast School District;

1 (G) Windham Southwest Supervisory Union, which is composed of
2 the member school districts of the Halifax School District, the Readsboro
3 School District, the Searsburg School District, the Somerset School District,
4 the Stamford School District, and the Twin Valley Unified School District; and

5 (H) Windsor Southeast Supervisory Union, which is composed of the
6 member school districts of the Hartland School District, the Mount Ascutney
7 School District, and the Weathersfield School District.

8 (6) The Northeast CESA is formed of the member supervisory unions
9 of:

10 (A) Caledonia Central Supervisory Union, which is composed of the
11 member school districts of the Cabot School District, the Caledonia
12 Cooperative School District, the Danville School District, the Peacham School
13 District, and the Twinfield Union School District;

14 (B) Essex North Supervisory Union, which is composed of the
15 member school districts of the Canaan School District, the Essex North
16 Supervisory Union, and the NEK Choice School District;

17 (C) Hartford Supervisory District;

18 (D) Kingdom East Supervisory District;

19 (E) North Country Supervisory Union, which is composed of the
20 member school districts of the Brighton School District, the Charleston School
21 District, the Coventry School District, the Derby School District, the Holland
22 School District, the Jay School District, the Lowell School District, the

1 Morgan School District, the Newport City School District, the Newport Town
2 School District, the North Country Union High School District, the North
3 Country Union Junior High School Board, the Troy School District, and the
4 Westfield School District;

5 (F) Orange East Supervisory Union, which is composed of the
6 member school districts of the Blue Mountain Union School District, the
7 Oxbow Unified Union School District, the Thetford Town School District, and
8 the Waits River Valley Union School District #36;

9 (G) Orleans Central Supervisory Union, which is formed of the
10 member school districts of the Lake Region Union Elementary-Middle School
11 District and the Lake Region Union High School District;

12 (H) Rivendell Interstate Supervisory District;

13 (I) SAU 70; and

14 (J) St. Johnsbury Supervisory District.

15 (7) The Winooski Valley CESA is formed of the member supervisory
16 unions of:

17 (A) Barre Unified Union Supervisory District;

18 (B) Central Vermont Supervisory Union, which is composed of the
19 member school districts of the Echo Valley Community School District and the
20 Paine Mountain School District;

1 (C) Harwood Unified Union Supervisory District;

2 (D) Lamoille North Supervisory Union, which is composed of the
3 member school districts of the Cambridge School District and the Lamoille
4 North Modified Unified Union School District;

5 (E) Lamoille South Supervisory Union, which is composed of the
6 Member School Districts of the Elmore-Morristown Unified Union School
7 District and the Stowe School District;

8 (F) Montpelier Roxbury Supervisory District;

9 (G) Orange Southwest Unified Union Supervisory District;

10 (H) Orleans Southwest Supervisory Union, which is composed of the
11 member school districts of the Craftsbury School District, the Hazen Union
12 School District, the Mountain View Union Elementary School District, the
13 Stannard Town School District, and the Wolcott School District;

14 (I) Washington Central Unified Union Supervisory District; and

15 (J) White River Valley Supervisory Union, which is composed of the
16 member school districts of the First Branch Unified School District, the
17 Granville-Hancock Unified District, the Rochester-Stockbridge Unified
18 District, the Sharon School District, the Strafford School District, and the
19 White River Unified District.

20 ~~(b) Articles of agreement Bylaws. Agreements to form a BOCES pursuant~~
21 ~~to this chapter shall take the form of articles of agreement and shall serve as~~
22 ~~the operating agreement for a BOCES. Agreements shall include a cost-~~

1 ~~benefit analysis outlining the projected financial savings or enhanced~~
2 ~~outcomes, or both, that the parties expect to realize through shared services or~~
3 ~~programs. No agreement or subsequent amendments shall take effect unless~~
4 ~~approved by the member supervisory union boards and the Secretary of~~
5 ~~Education. The Secretary shall approve articles of agreement if the Secretary~~
6 ~~finds that the formation of the proposed BOCES is in the best interests of the~~
7 ~~State, the students, and the member supervisory unions and aligns with the~~
8 ~~policy set forth in section 601 of this title, subject to the limitations of~~
9 ~~subsection (d) of this section. Each CESA shall establish bylaws to serve as~~
10 ~~the operating agreement of the CESA. At a minimum, the ~~articles of~~~~
11 ~~agreement bylaws shall state:~~

- 12 (1) the names of the participating supervisory unions;
- 13 (2) the mission, purpose, and focus of the ~~BOCES~~ CESA;
- 14 (3) the programs or services to be offered by the ~~BOCES~~ CESA;
- 15 (4) the financial terms and conditions of membership of the ~~BOCES~~
- 16 CESA, including any applicable membership fee;
- 17 (5) the service fees for member supervisory unions and the service fees
- 18 for nonmember supervisory unions, as applicable;
- 19 (6) the detailed procedure for the preparation and adoption of an annual
- 20 budget with carryforward provisions;

1 (7) ~~the method of termination of the BOCES and the withdrawal of~~
2 ~~member supervisory unions, which shall include the apportionment of assets~~
3 ~~and liabilities; [Repealed.]~~

4 (8) the procedure for ~~admitting new members and for~~ amending the
5 ~~articles of agreement~~ bylaws;

6 (9) the powers and duties of the board of directors of the ~~BOCES~~ CESA
7 to operate and manage the association, including:

8 (A) board meeting attendance requirements;

9 (B) consequences for failure to attend a board meeting;

10 (C) a conflict-of-interest policy; and

11 (D) a policy regarding board member salaries or stipends; and

12 (10) any other matter not incompatible with law that the member
13 supervisory unions consider necessary ~~to the formation of the BOCES~~.

14 (c) Board of directors. A ~~BOCES~~ CESA shall be managed by a board of
15 directors, which shall be composed of one person appointed annually by each
16 member supervisory union board. Appointed persons shall be members of a
17 member supervisory union board or the superintendent or designee of the
18 member supervisory union. Each member of the ~~BOCES~~ CESA board of
19 directors shall be entitled to a vote. No member of the board of directors of a
20 ~~BOCES~~ CESA shall serve as a member of a board of directors or as an officer
21 or employee of any related for-profit or nonprofit organization. The board of
22 directors shall elect a chair from its members and provide for such other

1 officers as it may determine are necessary. The board of directors may also
2 establish subcommittees and create board policies and procedures as it may
3 determine are necessary. The board of directors shall meet not fewer than four
4 times annually. Each member of the board of directors shall provide updates
5 on the activities of the ~~BOCES~~ CESA on a quarterly basis to the member's
6 appointing supervisory union board at an open board meeting.

7 (d) ~~Number of BOCESs. There shall be not more than seven BOCESs~~
8 ~~statewide. Supervisory unions shall not be a member of more than one~~
9 ~~BOCES but may seek services as a nonmember from other BOCESs.~~

10 [Repealed.]

11 § 604. POWERS OF ~~BOARDS OF COOPERATIVE EDUCATION~~

12 SERVICES EDUCATIONAL SERVICE AREAS

13 (a) In addition to any other powers granted by law, a ~~BOCES~~ CESA shall
14 have the power to provide educational programs, services, facilities, and
15 professional and other staff that, in its discretion, best serve the needs of its
16 members, including professional development, curriculum coordination and
17 development, and transportation. A ~~BOCES~~ CESA shall follow all applicable
18 State and federal laws in its provision of services, including Section 504 of the
19 Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Individuals with
20 Disabilities Education Act, 20 U.S.C. §§ 1400–1482. At a minimum, a CESA
21 shall offer services in the following areas to its members:

1 (1) special education, including implementation and maintenance of
2 tiered systems of support and the provision of low-incidence, high-cost
3 services;

4 (2) business and administrative services; and

5 (3) union school district creation consultation and facilitation.

6 (b) A ~~BOCES~~ may CESA shall employ an executive director who shall
7 serve under the general direction of the board and who shall be responsible for
8 the care and supervision of the ~~BOCES~~ CESA. The board shall annually
9 evaluate the executive director's performance and effectiveness in
10 implementing the programs, policies, and goals of the ~~BOCES~~ CESA. The
11 executive director shall not serve as a board member, officer, or employee of
12 any related for-profit or nonprofit organization.

13 (c) A ~~BOCES~~ CESA shall be a body politic and corporate and shall have
14 standing to sue and be sued to the same extent as a school district. A ~~BOCES~~
15 CESA may enter into contracts for the purchase of supplies, materials, and
16 services and for the purchase or leasing of land, buildings, and equipment as
17 considered necessary by the board of directors. Section 559 of this title shall
18 apply to the procurement of services or items with costs that exceed
19 \$40,000.00, as well as high-cost construction contracts, as defined by
20 subsection 559(b) of this title.

21 (d) The board of directors of a ~~BOCES~~ CESA may apply for State, federal,
22 or private grants, for which a ~~BOCES~~ CESA may be otherwise eligible, to

1 obtain funds necessary to carry out the purpose for which the ~~BOCES~~ CESA is
2 established. Nothing in this chapter is intended to create an entitlement to
3 federal funds distributed by the Agency of Education to local education
4 agencies.

5 § 605. FINANCING, BUDGETING, AND ACCOUNTING

6 (a) Education cooperative fund. A ~~BOCES~~ CESA shall establish and
7 manage a fund to be known as an education cooperative fund. All monies
8 contributed by the member school districts and all grants or gifts from the
9 federal government, State government, charitable foundations, private
10 corporations, or any other source shall be deposited into the fund.

11 (b) Treasurer.

12 (1) A ~~BOCES~~ CESA shall appoint a treasurer who may be a treasurer of
13 a member school district and who shall be sworn in before entering the duties
14 of the office.

15 (2) The treasurer may, subject to the direction of the board of directors,
16 receive and disburse all money belonging to the board without further
17 appropriation.

18 (3) The treasurer shall keep financial records of cash receipts and
19 disbursements and shall make those records available to the board of directors
20 upon request.

21 (4) The board of directors shall ensure that its blanket bond covers a
22 newly appointed treasurer before the treasurer enters upon the duties of the

1 office. In lieu of a blanket bond, a ~~BOCES~~ CESA may choose to provide
2 suitable crime insurance coverage. The board of directors may pay reasonable
3 compensation to the treasurer for services rendered and shall evaluate the
4 treasurer's performance annually.

5 (c) Financial accounting system. A ~~BOCES~~ CESA shall use the uniform
6 chart of accounts and financial reporting requirements used by supervisory
7 unions as its financial accounting system.

8 (d) Audit. Annually, a ~~BOCES~~ CESA shall cause an independent audit to
9 be made of its financial statements consistent with generally accepted
10 governmental auditing standards and shall discuss and vote to accept the audit
11 report at an open meeting of the board. The board shall transmit a copy of
12 each audit to the boards of its member supervisory unions.

13 (e) Annual statement. Annually, a ~~BOCES~~ CESA shall prepare financial
14 statements, including:

15 (1) a statement of net assets; and

16 (2) a statement of revenues, expenditures, and changes in net assets.

17 (f) Budget. A ~~The board of cooperative education services~~ CESA shall
18 adopt a budget prior to the beginning of the fiscal year for which the budget is
19 adopted.

20 (g) Loans. A ~~BOCES~~ CESA may, upon approval of its members, negotiate
21 or contract with any person, corporation, association, or company for a loan
22 not to exceed the difference between the anticipated revenues for the current

1 fiscal year for the budget of the ~~BOCES~~ CESA and the amount credited to date
2 to said budget in order to pay current obligations. Such loan shall be liquidated
3 within six months thereafter from monies subsequently credited to said budget.
4 The total principal, interest, and fees to be paid on such loan shall not exceed
5 the total amount of the authorized budget for the same length of time.

6 § 606. ANNUAL REPORT; PUBLIC INFORMATION

7 (a) The board of a ~~BOCES~~ CESA shall prepare an annual report concerning
8 the affairs of the ~~BOCES~~ CESA and have it printed and distributed to the
9 boards of the member supervisory unions. The annual report shall include, at a
10 minimum:

11 (1) information on the programs and services offered by the ~~BOCES~~
12 CESA, including information on the cost-effectiveness of such programs and
13 services and progress made towards achieving the objectives and purposes set
14 forth in the articles of agreement; and

15 (2) audited financial statements and the independent auditor's report.

16 (b) A ~~BOCES~~ CESA shall maintain an internet website that makes the
17 following information available to the public at no cost:

18 (1) a list of the members of the board of directors of the ~~BOCES~~ CESA;

19 (2) copies of approved minutes of open meetings held by the board of
20 the ~~BOCES~~ CESA;

21 (3) a copy of the articles of agreement and any subsequent amendments;

22 and

1 (4) a copy of the annual report required under subsection (a) of this
2 section.

3 § 607. EMPLOYMENT

4 (a) A ~~BOCES~~ CESA shall be considered to be a public employer and may
5 employ personnel, including educators, to carry out the purposes and functions
6 of the board. Annually, the board of a ~~BOCES~~ CESA shall conduct an area
7 survey of the salaries of the educators and staff employed by the ~~BOCES's~~
8 CESA's member supervisory unions and school districts.

9 (b) No person shall be eligible for employment by a ~~BOCES~~ CESA as an
10 educator unless the person is appropriately licensed by the Standards Board for
11 Professional Educators pursuant to chapter 51 of this title.

12 (c) A person employed by a ~~BOCES~~ CESA as an educator shall be a
13 participant in the Vermont State Teachers' Retirement System pursuant to
14 chapter 55 of this title.

15 (d) A person who is employed by a ~~BOCES~~ CESA and who is not educator
16 shall be a participant in the Vermont Municipal Employees' Retirement
17 System pursuant to 24 V.S.A. chapter 125.

18 (e) Educators employed by a ~~BOCES~~ CESA shall be entitled to organize
19 pursuant to chapter 57 of this title.

20 (f) Employees employed by a ~~BOCES~~ CESA and who are not educators
21 shall be entitled to organize pursuant to 21 V.S.A. chapter 22.

1 (g) Educators and employees who are employed by a ~~BOCES~~ CESA shall
2 be provided health care benefits pursuant to chapter 61 of this title.

3 Sec. 3. REPEAL

4 2024 Acts and Resolves No. 168, Sec. 3 (transition; report) is repealed.

5 Sec. 4. 2024 Acts and Resolves No. 168, Sec. 4, as amended by 2025 Acts and
6 Resolves No. 72, Sec. 7, is further amended to read:

7 Sec. 4. ~~BOCES~~ CESA GRANT PROGRAM; APPROPRIATION

8 (a) There is established the ~~Boards of Cooperative Education Services~~
9 Educational Service Area Start-up Grant Program, to be administered by the
10 Agency of Education, from funds appropriated for this purpose, to award
11 grants to ~~enable the formation of boards of cooperative education services~~
12 ~~(BOCES) formed pursuant to 16 V.S.A. chapter 10 after July 1, 2024~~ the
13 CESAs created in 16 V.S.A. § 603(a) to assist with start-up costs. ~~Supervisory~~
14 ~~unions~~ CESAs shall be eligible for a single \$10,000.00 \$15,000.00 grant after
15 ~~two or more boards vote to explore the advisability of forming a board of~~
16 ~~cooperative education services pursuant to 16 V.S.A. § 603(a).~~ Grants may be
17 used for start-up and formation costs, including the development of ~~proposed~~
18 ~~articles of agreement~~ bylaws. ~~Grants shall be awarded to only one supervisory~~
19 ~~union within each group of supervisory unions exploring the formation of a~~
20 ~~BOCES.~~

21 (b) Notwithstanding any provision of 16 V.S.A. § 4025 to the contrary, the
22 sum of \$70,000.00 is appropriated from the Education Fund to the Agency of

1 Education in fiscal year 2025 to fund the ~~Boards of Cooperative Education~~
2 ~~Services~~ Educational Service Area Start-up Grant Program created in
3 subsection (a) of this section. Unexpended appropriations shall carry forward
4 into the subsequent fiscal year and remain available for use for this purpose.

5 (c) The sum of \$30,000.00 is appropriated from the General Fund to the
6 Agency of Education in fiscal year 2027 to provide additional funding for the
7 Cooperative Educational Service Area Start-up Grant Program created in
8 subsection (a) of this section.

9 Sec. 5. 16 V.S.A. § 261a is amended to read:

10 § 261a. DUTIES OF SUPERVISORY UNION BOARD

11 * * *

12 (b) Virtual merger. In order to maximize the impact of available funding
13 and resources, and to reduce duplication of educational programs, personnel,
14 and services, whenever legally permissible, supervisory unions are encouraged
15 to reach agreements with other supervisory unions jointly to provide any
16 service or perform any duty under this section pursuant to section 267 of this
17 title, or to form ~~boards of cooperative education services~~ educational service
18 areas pursuant to chapter 10 of this title. Agreements between supervisory
19 unions are not subject to the waiver requirement of subdivision (a)(8) of this
20 section. Agreements shall include a cost-benefit analysis outlining the
21 projected financial savings or enhanced outcomes, or both, that the parties
22 expect to realize through shared services or programs.

1 * * *

2 Sec. 6. 16 V.S.A. § 1691a is amended to read:

3 § 1691a. DEFINITIONS

4 As used in this chapter:

5 (1) “Administrator” means an individual licensed under this chapter the
6 majority of whose employed time in a public school, school district,
7 supervisory union, or ~~board of cooperative education services~~ educational
8 service area is assigned to developing and managing school curriculum,
9 evaluating and disciplining personnel, or supervising and managing a public
10 school system or public school program.

11 * * *

12 (10) “Teacher” means an individual licensed under this chapter the
13 majority of whose employed time in a public school district, supervisory
14 union, or ~~board of cooperative education services~~ educational service area is
15 assigned to furnish to students direct instructional or other educational
16 services, as defined by rule of the Standards Board, or who is otherwise subject
17 to licensing as determined by the Standards Board.

18 Sec. 7. 16 V.S.A. § 1931(20) is amended to read:

19 (20) “Teacher” means any licensed teacher, principal, supervisor,
20 superintendent, or any professional licensed by the Vermont Standards Board
21 for Professional Educators who is regularly employed, or otherwise contracted
22 if following retirement, for the full normal working time for the teacher’s

1 position in a public day school or school district within the State, or in any
2 school or teacher-training institution located within the State, controlled by the
3 State Board of Education, and supported wholly by the State; or in certain
4 public independent schools designated for such purposes by the Board in
5 accordance with section 1935 of this title; or who is regularly employed by a
6 ~~board of cooperative education services~~ educational service area created in
7 accordance with chapter 10 of this title. In all cases of doubt, the Board shall
8 determine whether any person is a teacher as defined in this chapter. It does
9 not mean a person who is teaching with an emergency license.

10 Sec. 8. 24 V.S.A. § 5051(10) is amended to read:

11 (10) “Employee” means the following persons employed on a regular
12 basis by a school district, by a supervisory union, or by a ~~board of cooperative~~
13 ~~education services~~ educational service area for not fewer than 1,040 hours in a
14 year and for not fewer than 30 hours a week for the school year, as defined in
15 16 V.S.A. § 1071, or for not fewer than 1,040 hours in a year and for not fewer
16 than 24 hours a week year-round; provided, however, that if a person who was
17 employed on a regular basis by a school district as either a special education or
18 transportation employee and who was transferred to and is working in a
19 supervisory union or a ~~board of cooperative education services~~ educational
20 service area in the same capacity pursuant to 16 V.S.A. § 261a(a)(6) or (8)(E)
21 and if that person is also employed on a regular basis by a school district
22 within the supervisory union, then the person is an “employee” if these criteria

1 are met by the combined hours worked for the supervisory union and school
2 district. The term also means persons employed on a regular basis by a
3 municipality other than a school district for not fewer than 1,040 hours in a
4 year and for not fewer than 24 hours per week, including persons employed in
5 a library at least one-half of whose operating expenses are met by municipal
6 funding:

7 * * *

8 Sec. 9. 16 V.S.A. § 1981 is amended to read:

9 § 1981. DEFINITIONS

10 As used in this chapter unless the context requires otherwise:

11 * * *

12 (8) “School board negotiations council” means, for a supervisory
13 district, its school board, and, for school districts within a supervisory union or
14 ~~board of a cooperative education services~~ educational service area, the body
15 comprising representatives designated by each school board within the
16 supervisory union or ~~board of cooperative education services~~ supervisory
17 union board within each cooperative educational service area and by the
18 supervisory union board or board of ~~a cooperative education services~~
19 educational service area to engage in professional negotiations with a teachers’
20 or administrators’ organization.

21 (9) “Teachers’ organization negotiations council” or “administrators’
22 organization negotiations council” means the body comprising representatives

1 designated by each teachers' organization or administrators' organization
2 within a supervisory district, supervisory union, or ~~board of cooperative~~
3 ~~education services~~ educational service area to act as its representative for
4 professional negotiations.

5 Sec. 10. 21 V.S.A. § 1722 is amended to read:

6 § 1722. DEFINITIONS

7 As used in this chapter:

8 * * *

9 (18) "School board negotiations council" means, for a supervisory
10 district, its school board, and, for school districts within a supervisory union or
11 ~~board of a cooperative education services~~ educational service area, the body
12 comprising representatives designated by each school board within the
13 supervisory union or ~~board of cooperative education services~~ supervisory
14 union board within a cooperative educational service area and by the
15 supervisory union board or ~~board of cooperative education services~~ educational
16 service area to engage in collective bargaining with their school employees'
17 negotiations council.

18 (19) "School employees' negotiations council" means the body
19 comprising representatives designated by each exclusive bargaining agent
20 within a supervisory district, supervisory union, or ~~board of cooperative~~
21 ~~education services~~ educational service area to engage in collective bargaining
22 with its school board negotiations council.

1

* * *

2

(21) “Municipal school employee” means an employee of a supervisory union, school district, or ~~board of cooperative education services~~ educational service area who is not otherwise subject to 16 V.S.A. chapter 57 (labor relations for teachers and administrators) and who is not otherwise excluded pursuant to subdivision (12) of this section.

3

4

* * *

5

Sec. 11. 16 V.S.A. § 2101 is amended to read:

6

§ 2101. DEFINITIONS

7

As used in this chapter:

8

* * *

9

(3) “School employer” means a supervisory union or school district as

10

those terms are defined in section 11 of this title, or a ~~board of cooperative~~

11

~~education services~~ educational service area formed pursuant to chapter 10 of

12

this title.

13

Sec. 12. CESA TRANSITION

14

(a) Within 30 days following the passage of this act, each member

15

supervisory union board of each CESA created under 16 V.S.A. § 603(a) shall

16

appoint a person to serve on the board of directors of the applicable CESA

17

pursuant to 16 V.S.A. § 603(c).

18

(b) Within 45 days following the passage of this act, the superintendent of

19

the supervisory union with the highest aggregate average daily membership of

1 each CESA created under 16 V.S.A. § 603(a) shall call a meeting of the
2 directors of the CESA at which each CESA board shall elect a chair and other
3 necessary officers.

4 (c) The articles of agreement of the Vermont Learning Collaborative
5 (VTLC) in effect on June 30, 2026, shall serve as the operating agreement of
6 the VTLC unless and until amended.

7 * * * Union School District Exploration and Formation * * *

8 Sec. 13. UNION SCHOOL DISTRICT CREATION CONSULTATION AND
9 FACILITATION

10 (a) Facilitator. On or before October 1, 2026, the Vermont Learning
11 Collaborative (VTLC), a CESA formed pursuant to 16 V.S.A. chapter 10, shall
12 employ or contract for the services of seven union school district formation
13 facilitators (facilitators) who shall be responsible for organizing and facilitating
14 study committees to study the advisability of forming a unified union school
15 district. The VTLC shall also hire one lead facilitator who, in addition to
16 facilitating study committees as necessary, shall oversee the work of the seven
17 facilitators. A facilitator shall have knowledge of and experience working in
18 Vermont's public education system. The VTLC shall assign one facilitator to
19 each CESA membership region created pursuant to 16 V.S.A. § 603(a)(1)–(7).

1 (b) Study committees.

2 (1) On or before December 1, 2026:

3 (A) Each facilitator shall group school districts within the facilitator's
4 assigned CESA region's member supervisory unions together to form study
5 committees to study the advisability of forming a unified union school district.
6 The facilitator shall consult with school district boards prior to finalizing study
7 committee membership. Using the suggested school district groupings
8 contained in Sec. 14 as guidance, the facilitator shall group school districts
9 together according to the following criteria:

10 (i) total average daily membership of school districts forming a
11 study committee shall be a minimum of 2,000 students, as practical;

12 (ii) school districts shall be contiguous; and

13 (iii) school districts on the same study committee may be
14 members of different supervisory unions.

15 (B) Each study committee shall hold its first meeting.

16 (2) Notwithstanding any provision of law to the contrary, a school
17 district shall participate in the study committee it is assigned to by the
18 facilitator.

19 (3) A study committee formed pursuant to this section shall adhere to
20 the processes and requirements of 16 V.S.A. chapter 11, subchapter 2.

21 (A) A study committee formed pursuant to this section may identify
22 necessary or advisable school districts, as those terms are used in 16 V.S.A.

1 § 708(b)(1) and (2), that are not members of the study committee or are not
2 members of the CESA, or both, and shall work with the applicable facilitator
3 or facilitators to adjust study committee membership as necessary.

4 (B) Notwithstanding 16 V.S.A. § 706(b) as it applies to study
5 committee budgets and 16 V.S.A. § 707(a) and (b), a study committee formed
6 pursuant to this section shall be funded through appropriations made by the
7 General Assembly for this purpose; provided, however, that if a study
8 committee's needs exceed the appropriations provided, it may elect to increase
9 its budget according to the processes and procedures established in 16 V.S.A.
10 chapter 11.

11 (C) In addition to the requirements of 16 V.S.A. chapter 11,
12 subchapter 2, a study committee shall also explore the advisability and
13 feasibility of a contemplated new unified union school district operating a
14 regional middle or high school, or both. A regional middle or high school
15 contemplated pursuant to this section shall offer resident students increased
16 educational opportunities and access to career technical education.

17 (D) If a study committee formed pursuant to this section determines
18 that it is advisable to propose formation of a new unified union school district,
19 in addition to the report requirements in 16 V.S.A. § 708(c), the final report of
20 the study committee shall include an analysis of the following:

21 (i) the educational advantages and disadvantages likely to result
22 from the formation of the proposed unified union school district;

1 (ii) the financial advantages and disadvantages likely to result
2 from the formation of the proposed unified union school district;

3 (iii) the likely operational and financial viability and sustainability
4 of the proposed new unified union school district; and

5 (iv) any other advantages or disadvantages of formation of the
6 proposed unified union school district, including any advantages or
7 disadvantages to the students and taxpayers of the region and the State.

8 (E)(i) If a study committee formed pursuant to this section
9 determines that it is inadvisable to propose formation of a new unified union
10 school district, before the study committee members vote to dissolve the study
11 committee pursuant to 16 V.S.A. § 708(d), the study committee shall prepare a
12 report with the following details:

13 (I) the names of the school districts participating in the study
14 committee and whether the participation was formal or informal;

15 (II) an analysis of the strengths and challenges of the current
16 structures of all “necessary” and “advisable” school districts;

17 (III) the reasons why formation of a new unified union school
18 district would be inadvisable, with specific references to any State law or rule
19 the study committee found to be an impediment to the formation of a unified
20 union school district, with a specific analysis of why such rule or law was an
21 impediment; and

1 (IV) if the decision of the study committee was not unanimous,
2 an analysis of the minority view of the committee outlining the ways in which
3 a unified union school district promotes the State policy set forth in section 701
4 of this chapter.

5 (ii) The study committee shall transmit its report to the school
6 board of each school district that participated in the study committee, the
7 Secretary, the State Board of Education, and the facilitator or facilitators
8 assisting the study committee.

9 (iii) Members of a study committee that determines it is
10 inadvisable to propose formation of a new unified union school district may
11 form a new study committee or committees and may pursue any union school
12 district formation option available under 16 V.S.A. chapter 11 after the study
13 committee members vote to dissolve the study committee formed pursuant to
14 this section.

15 (4) On or before December 1, 2027, each study committee shall
16 complete its final report and transmit it, along with proposed articles of
17 agreement, as applicable, to the school board of each school district that the
18 report identifies as either “necessary” or “advisable” if the study committee
19 determined it was advisable to form a new unified union school district, or to
20 the school board of each school district participating on the study committee if
21 the study committee determined it was inadvisable to form a new unified union
22 school district.

1 (5) On or before February 1, 2028, a school board shall complete its
2 review and provide comments to the study committee pursuant to 16 V.S.A.
3 § 709(a) regarding the study committee’s report and proposed articles of
4 agreement.

5 (c) Secretary review. If a study committee determines that it is advisable to
6 propose formation of a new unified union school district, the study committee
7 is required to transmit the required report and proposed articles of agreement to
8 the Secretary pursuant to 16 V.S.A. § 709(b). If the Secretary fails to submit
9 the report and proposed articles of agreement, with the Secretary’s
10 recommendations, to the State Board within 60 days following receipt of the
11 report and proposed articles of agreement or on or before April 1, 2028,
12 whichever date shall occur first, the study committee shall transmit the report
13 and proposed articles of agreement directly to the State Board, which shall then
14 take action pursuant to 16 V.S.A. § 709(c) regardless of whether the Secretary
15 submits a recommendation regarding the proposed unified union school
16 district.

17 (d) State Board findings. The State Board shall issue the findings required
18 pursuant to 16 V.S.A. § 709(c)(2) on or before June 1, 2028.

19 (e) Vote to form a unified union school district. If a study committee
20 formed pursuant to this section determines that it is advisable to propose
21 formation of a new unified union school district, the voters of each school
22 district that is identified as “necessary” or “advisable” shall vote whether to

1 form the proposed union school district, in accordance with 16 V.S.A. § 710,
2 on or before November 7, 2028.

3 (f) Study committee status report. On or before February 1, 2027, the
4 Agency of Education, in consultation with the facilitators, shall submit a
5 written report to the House Committees on Education and on Ways and Means
6 and the Senate Committees on Education and on Finance with information
7 regarding the membership and status of each study committee formed pursuant
8 to this section.

9 Sec. 14. GUIDANCE FOR STUDY COMMITTEE GROUPINGS

10 Facilitators shall use the school district groupings contained in subdivisions
11 (1)–(21) of this section as guidance when forming study committees pursuant
12 to Sec. 13 of this act. Facilitators may form study committees that differ from
13 the guidance contained in this section; provided, however, that a facilitator
14 shall transmit the facilitator’s rationale for such choices to the lead facilitator
15 for inclusion in the report required pursuant to Sec. 15 of this act.

16 (1) Group one: Addison Central School District, Addison Northwest
17 School District, Lincoln School District, and Mount Abraham Unified School
18 District.

19 (2) Group two: Barstow Unified School District, Ira School District,
20 Otter Valley Unified Union School District, Quarry Valley Unified Union
21 School District, Rutland City School District, Rutland Town School District,

1 Slate Valley Unified Union School District, and Wells Spring Unified Union
2 School District.

3 (3) Group three: Mettawee School District, Mill River Unified Union
4 School District, Taconic and Green Regional School District, and Winhall
5 School District.

6 (4) Group four: Arlington School District, Mount Anthony Union High
7 School District #14, North Bennington Graded School District, Sandgate
8 School District, and Southwest Vermont Union Elementary School District.

9 (5) Group five: Halifax School District, Readsboro School District,
10 Searsburg School District, Somerset School District, Stamford School District,
11 Twin Valley Unified School District, Vernon Town School District, and
12 Windham Southeast School District.

13 (6) Group six: Athens Grafton School District, Bellows Falls Union
14 High School District, Marlboro School District, River Valleys Unified School
15 District, Rockingham School District, Stratton School District, West River
16 Modified Union Education District, Westminster School District, and
17 Windham School District.

18 (7) Group seven: Green Mountain Unified School District, Ludlow-
19 Mount Holly Unified Union School District, and Springfield School District.

20 (8) Group eight: Hartford School District, Hartland School District,
21 Mount Ascutney School District, Mountain Views School District, Pittsfield
22 School District, and Weathersfield School District.

1 (9) Group nine: Echo Valley Community School District, First Branch
2 Unified School District, Granville-Hancock Unified District, Orange
3 Southwest Unified Union School District, Paine Mountain School District,
4 Rochester-Stockbridge Unified District, Sharon School District, Stafford
5 School District, and White River Unified District.

6 (10) Group 10: Blue Mountain Union School District, Cabot School
7 District, Caledonia Cooperative School District, Danville School District,
8 Peacham School District, Oxbow Unified Union School District, Thetford
9 Town School District, Twinfield Unified School District, and Waits River
10 Valley Union School District #36.

11 (11) Group 11: Canaan School District, Essex North Supervisory
12 Union, Kingdom East Unified Union School District, NEK Choice School
13 District, and St. Johnsbury School District.

14 (12) Group 12: Brighton School District, Charleston School District,
15 Coventry School District, Derby School District, Holland School District, Jay
16 School District, Lake Region Union Elementary-Middle School District, Lake
17 Region Union High School District, Lowell School District, Morgan School
18 District, Newport City School District, Newport Town School District, North
19 Country Union High School District, North Country Union Junior High School
20 Board, Troy School District, and Westfield School District.

21 (13) Group 13: Mount Mansfield Unified Union School District.

22 (14) Group 14: Champlain Valley School District.

1 (15) Group 15: Essex Westford Educational Community Unified Union
2 School District.

3 (16) Group 16: Cambridge School District, Craftsbury School District,
4 Elmore-Morristown Unified Union School District, Hazen Union School
5 District, Lamoille North Modified Unified Union School District, Mountain
6 View Union Elementary School District, Stannard Town School District,
7 Stowe School District, and Wolcott School District.

8 (17) Group 17: Enosburgh-Richford Unified Union School District,
9 Northern Mountain Valley Unified Union School District, and Missisquoi
10 Valley School District.

11 (18) Group 18: Fairfax School District, Fletcher School District,
12 Georgia School District, and Maple Run Unified School District.

13 (19) Group 19: Burlington School District, South Burlington School
14 District, and Winooski ID.

15 (20) Group 20: Alburgh School District, Champlain Islands Unified
16 Union School District, Colchester School District, Milton Town School
17 District, and South Hero School District.

18 (21) Group 21: Barre Unified Union School District, Harwood Unified
19 Union School District, Montpelier Roxbury School District, and Washington
20 Central Unified Union School District.

21 Sec. 15. STUDY COMMITTEE RESULTS AND ANALYSIS;

22 FACILITATOR REPORT

1 On or before January 1, 2029, the lead facilitator employed or contracted by
2 the Vermont Learning Collaborative (VTLC) shall submit a written report to
3 the House and Senate Committees on Education with the results of each study
4 committee overseen by each facilitator employed or contracted by the VTLC
5 and information regarding whether, and if so, how, the following issues
6 impacted or influenced the final outcome for each study committee overseen
7 by the facilitator, along with recommendations for legislative action needed to
8 remove identified barriers to the formation of new union school districts:

9 (1) differences in staffing costs and the costs associated with moving
10 from several different collectively bargained agreements to one collectively
11 bargained agreement for applicable staff in the new union school district;

12 (2) differences in operating structures;

13 (3) geographic and topographic barriers;

14 (4) enrollment patterns and projections; and

15 (5) any other factor the facilitator found to have influenced the final
16 decision of a study committee.

17 Sec. 16. SUPERVISORY UNION AND CESA BOUNDARIES; AGENCY
18 OF EDUCATION REPORT

19 On or before January 1, 2029, the Agency of Education, in consultation
20 with the study committees formed pursuant to this act and the State Board of
21 Education, shall submit a written report to the House and Senate Committees
22 on Education with recommendations for supervisory union boundary

1 adjustments and CESA boundary adjustments that take into account the new
2 union school districts formed or proposed to be formed pursuant to this act.

3 Sec. 17. STUDY COMMITTEE REIMBURSEMENT GRANTS; CESA
4 EXECUTIVE DIRECTOR GRANTS; REPORTS;
5 APPROPRIATIONS

6 (a) Study committee reimbursement grant; appropriation.

7 (1) The Agency of Education shall pay up to \$10,000.00 to a study
8 committee formed pursuant to Sec. 13 of this act to reimburse participating
9 school districts for legal and other services necessary for the analysis and
10 report required pursuant to 16 V.S.A. § 708(c) and Sec. 13(b)(3)(D) or (E) of
11 this act, as applicable. The study committee shall forward invoices to the
12 Agency on a quarterly basis. The Agency shall reimburse one-half of the total
13 amount reflected in each set of invoices upon receipt and the remaining one-
14 half upon completion of the final report required pursuant to Sec. 13(b)(3)(D)
15 or (E) of this act, as applicable; provided, however, that no payment shall
16 cause the total amount of funds paid to a study committee to exceed the
17 \$10,000.00 limit.

18 (2) The sum of \$210,000.00 is appropriated from the General Fund to
19 the Agency of Education in fiscal year 2027 for the purpose of awarding study
20 committee reimbursement grants to the study committees formed pursuant to
21 Sec. 13 of this act in accordance with subdivision (1) of this subsection.

22 (b) Facilitator appropriation; reports.

1 (1) The sum of \$442,000.00 is appropriated from the General Fund to
2 the Vermont Learning Collaborative in fiscal year 2027 for the purpose of
3 hiring or contracting for seven facilitators and one lead facilitator pursuant to
4 Sec. 13(a) of this act as well as for administrative costs associated with
5 contracting for the facilitators. VTLC may use up to \$32,000.00 of the funds
6 appropriated pursuant to this subsection for administrative costs.

7 (2) Beginning on October 1, 2026, and every three months thereafter for
8 the next year, the Vermont Learning Collaborative shall submit written
9 quarterly reports to the House Committees on Appropriations, on Education,
10 and on Ways and Means and the Senate Committees on Appropriations, on
11 Education, and on Finance with a detailed accounting of the funds expended
12 pursuant to this subsection.

13 (c) CESA executive director grant; appropriation.

14 (1) From funds appropriated to the Agency of Education for this
15 purpose, the Agency shall award a grant in the amount of \$50,000.00 to each
16 CESA created in 16 V.S.A. § 603(a) to be used by the CESA to hire an
17 executive director; provided, however, that the Vermont Learning
18 Collaborative shall not be eligible for a grant under this subsection.

19 (2) The sum of \$300,000.00 is appropriated from the General Fund to
20 the Agency of Education in fiscal year 2027 for the purpose of awarding CESA
21 executive director grants in accordance with subdivision (1) of this subsection.

1 (B) the expert tasked with developing a cost-factor foundation
2 formula has provided to the General Assembly the report required pursuant to
3 Sec. 45a;

4 (C) the Joint Fiscal Office has provided the legislature with an
5 analysis that shows the combined approved fiscal 2027 education spending for
6 the school districts consolidated into each new school district compared with
7 the estimated educational opportunity payment under the revised proposed
8 foundation formula for each district; and

9 (D) legislation has been enacted that addresses:

10 (i) suitable geographic measures for determining sparsity within
11 the foundation formula;

12 (ii) whether it costs more to educate a secondary student than an
13 elementary student in Vermont and, if so, an appropriate weight to capture the
14 cost differential of educating secondary students;

15 (iii) how to account for the provision of career and technical
16 education within Vermont's foundation formula;

17 (iv) how to account for regional differences in operating costs,
18 including those driven by regional differences in cost of living and legacy
19 collective bargaining agreements within the foundation formula;

20 (v) how to fund special education services; school construction,
21 renovation, and repayment of school district debt; transportation; and universal
22 pre-kindergarten; and

1 (vi) any other aspect of the foundation formula the General

2 Assembly deems prudent to address.

3 ~~(1)~~(2)(A) In Sec. 27, 16 V.S.A. § 823(a) and (d);

4 ~~(2)~~(B) Sec. 28 (tuition repeals);

5 ~~(3)~~(C) Secs. 34–43 (transition to cost-factor foundation formula);

6 ~~(4)~~(D) Sec. 45b (educational opportunity payment transition);

7 ~~(5)~~(E) Secs. 46, 47, 49, and 50 (statewide education tax; supplemental
8 district spending tax);

9 ~~(6)~~(F) Sec. 46a (supplemental district spending tax; cap; transition);

10 ~~(7)~~(G) Sec. 48a (tax rate transition);

11 ~~(8)~~(H) Secs. 51, 52, and 54–56 (property tax credit repeal; creation of
12 homestead exemption);

13 ~~(9)~~(I) Sec. 57 (Education Fund Advisory Committee; review of
14 foundation formula); and

15 ~~(10)~~(J) Secs. 60 and 61 (property tax classifications).

16 (g) In Sec. 27, 16 V.S.A. § 823(b) and (c) shall take effect on ~~July 1, 2028~~

17 July 1, 2030, provided that the ~~new school districts contemplated by this act~~

18 ~~have assumed responsibility for the education of all resident students~~ clerk of

19 each school district voting on the proposal to form a unified union school

20 district on or before November 7, 2028, pursuant to legislation enacted by the

21 General Assembly in 2026 that requires each school board to participate on a

22 study committee to study the advisability of forming a unified union school

1 district, has certified the results of that vote to the Secretary of Education
2 pursuant to 16 V.S.A. § 713(a) and that the cost-factor foundation formula
3 report required pursuant to Sec. 45a contains evidence that it costs more to
4 educate students in grades nine through 12 but the General Assembly has
5 failed to enact legislation to add a secondary student weight.

6 (h) Sec. 62 (regional assessment districts) shall take effect on January 1,
7 2029.

8 * * * Prekindergarten Education * * *

9 Sec. 19. PREKINDERGARTEN EDUCATION; FINDINGS

10 The General Assembly finds that:

11 (1) despite being colloquially known as the “universal prekindergarten
12 program,” not all children three and four years of age in the State have equal
13 access to a prequalified prekindergarten provider;

14 (2) Vermont ranks second in the country with regard to access to
15 prekindergarten education by children who are four years of age, with
16 76 percent of eligible four-year-old children receiving prekindergarten
17 education, and that Vermont is one of two states in which more than 70 percent
18 of children who are four years of age receive prekindergarten services;

19 (3) only 11 percent of eligible children are enrolled in prekindergarten
20 services in Essex County;

21 (4) there is considerable geographic disparity in the State with regard to
22 the number of prekindergarten slots available, and as a result, 95 percent of

1 eligible children in Windsor and Windham Counties and 93 percent of eligible
2 children in Chittenden County have access to a prequalified prekindergarten
3 provider as compared to 55 percent in Franklin County and 61 percent in
4 Grand Isle County; and

5 (5) while a substantial portion of states provide a full school day of four
6 or more hours of prekindergarten education daily, less than five percent of
7 Vermont's prequalified prekindergarten providers provide a full day of four or
8 more hours of prekindergarten education.

9 Sec. 20. LEGISLATIVE INTENT

10 It is the intent of the General Assembly to:

11 (1) ensure that prekindergarten education is included as an integral part
12 of Vermont's education system, as the right to education is fundamental for the
13 success of Vermont's children in all grades, prekindergarten through grade 12;

14 (2) determine a locus of responsibility to ensure there is access to
15 prekindergarten education within all school districts;

16 (3) provide access to licensed teachers in the classroom of both
17 prequalified public and private providers, including access to support and
18 provisional status; and

19 (4) equalize financial resources for all prequalified providers of
20 prekindergarten education.

21 Sec. 21. JOINT FISCAL OFFICE; PREKINDERGARTEN; REPORT;

22 APPROPRIATION

1 (a)(1) The Joint Fiscal Office shall contract with a contractor with expertise
2 in Vermont’s education funding system to make recommendations regarding
3 how to account for the provision of prekindergarten education within
4 Vermont’s education finance system, including the consideration of use of
5 categorical aid or the inclusion of prekindergarten education within a
6 foundation formula through the use of a prekindergarten weight. The
7 contractor’s recommendations shall be designed to provide funding for
8 prekindergarten education that:

9 (A) supports achieving access for every prekindergarten child, as that
10 term is defined in 16 V.S.A. § 829, with equal payments and equal educational
11 standards for public and private providers;

12 (B) ensures the cost of prekindergarten education is included in the
13 full cost of education;

14 (C) increases access and participation in areas of the State where
15 access or participation is limited; and

16 (D) continues to support a mixed delivery system.

17 (2) The recommendations shall, to the extent possible, align with the
18 recommendations of the report required pursuant to 2025 Acts and Resolves
19 No. 73, Sec. 45a. The contractor shall submit a written report with the
20 contractor’s recommendations to the House Committees on Education, on
21 Human Services, and on Ways and Means and the Senate Committees on

1 Education, on Finance, and on Health and Welfare on or before January 15,
2 2027.

3 (b) The sum of \$50,000.00 is appropriated to the Joint Fiscal Office from
4 the General Fund in fiscal year 2027 to hire a contractor to make
5 recommendations in accordance with subsection (a) of this section.

6 * * * Effective Date * * *

7 Sec. 22. EFFECTIVE DATE

8 This act shall take effect on July 1, 2026.