

1 INTERIM STUDY PROPOSAL 2013-158

2 State of Arkansas As Engrossed: H2/12/13 H2/15/13 H2/20/13

3 89th General Assembly

**A Bill**

4 Regular Session, 2013

HOUSE BILL 1231

5  
6 By: Representatives Lenderman, Alexander, Ballinger, Baltz, Branscum, Copenhaver, D. Douglas,  
7 Hawthorne, Holcomb, Magie, McCrary, T. Thompson, W. Wagner, Wardlaw, Wren  
8 By: Senator R. Thompson

9 Filed with: Interim House Committee on Education  
10 pursuant to A.C.A. §10-3-217.

11 **For An Act To Be Entitled**

12 AN ACT CONCERNING SCHOOL SECURITY AND SCHOOL CRISIS  
13 RESPONSE TRAINING; TO DECLARE AN EMERGENCY; AND FOR  
14 OTHER PURPOSES.

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16  
17 **Subtitle**

18 CONCERNING SCHOOL SECURITY AND SCHOOL  
19 CRISIS RESPONSE TRAINING; TO DECLARE AN  
20 EMERGENCY.

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22  
23 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

24  
25 *SECTION 1. Arkansas Code § 5-73-119(e), concerning defenses to*  
26 *carrying a handgun or firearm on school property, is amended to read as*  
27 *follows:*

28 *(e) It is a defense to prosecution under this section that at the time*  
29 *of the act of possessing a handgun or firearm:*

30 *(1) The person is in his or her own dwelling or place of*  
31 *business or on property in which he or she has a possessory or proprietary*  
32 *interest, except upon the property of a public or private institution of*  
33 *higher learning;*

34 *(2) The person is a law enforcement officer, correctional*  
35 *officer, or member of the armed forces acting in the course and scope of his*  
36 *or her official duties;*

1           (3) *The person is assisting a law enforcement officer,*  
2 *correctional officer, or member of the armed forces acting in the course and*  
3 *scope of his or her official duties pursuant to the direction or request of*  
4 *the law enforcement officer, correctional officer, or member of the armed*  
5 *forces;*

6           (4) *The person is a licensed security guard acting in the course*  
7 *and scope of his or her duties;*

8           (5) *The person is hunting game with a handgun or firearm that*  
9 *may be hunted with a handgun or firearm under the rules and regulations of*  
10 *the Arkansas State Game and Fish Commission or is en route to or from a*  
11 *hunting area for the purpose of hunting game with a handgun or firearm;*

12           (6) *The person is a certified law enforcement officer;*

13           (7) *The person is on a journey, unless the person is eighteen*  
14 *(18) years of age or less younger;*

15           (8) *The person is participating in a certified hunting safety*  
16 *course sponsored by the commission or a firearm safety course recognized and*  
17 *approved by the commission or by a state or national nonprofit organization*  
18 *qualified and experienced in firearm safety;*

19           (9) *The person is participating in a school-approved educational*  
20 *course or sporting activity involving the use of firearms; ~~or~~*

21           (10) *The person is a minor engaged in lawful marksmanship*  
22 *competition or practice or other lawful recreational shooting under the*  
23 *supervision of his or her parent, legal guardian, or other person twenty-one*  
24 *(21) years of age or older standing in loco parentis or is traveling to or*  
25 *from ~~this activity~~ a lawful marksmanship competition or practice or other*  
26 *lawful recreational shooting with an unloaded handgun or firearm accompanied*  
27 *by his or her parent, legal guardian, or other person twenty-one (21) years*  
28 *of age or older standing in loco parentis; or*

29           (11) The person is authorized to carry a firearm or concealed  
30 handgun on school property under § 6-15-1303.

31  
32           SECTION 2. *Arkansas Code § 5-73-306(14), concerning the prohibition*  
33 *against carrying a concealed handgun on school property, is amended to read*  
34 *as follows:*

35           (14) *Any school, college, community college, or university campus*  
36 *building or event, unless:*

1            (A) ~~for~~ For the purpose of participating in an authorized  
2 firearms-related activity; or

3            (B) Authorized to carry a concealed handgun on school property  
4 under § 6-15-1303;

5  
6            SECTION 3. Arkansas Code Title 6, Chapter 15, Subchapter 13, is  
7 amended to add a new section to read as follows:

8            6-15-1303. Existing school employees as security personnel.

9            (a)(1) A school district board of directors, upon recommendation of  
10 the superintendent, may contract with an existing school employee for  
11 additional pay to provide security during school hours in addition to his or  
12 her other job duties.

13            (A) The supplemental security services contract for  
14 additional pay shall be:

15                    (i) On a monthly basis;

16                    (ii) Outside of the normal employment contract; and

17                    (iii) Outside of the scope and jurisdiction of the  
18 Teacher Fair Dismissal Act of 1983, § 6-17-1501 et seq., and the Public  
19 School Employee Fair Hearing Act, § 6-17-1701 et seq.

20            (B) The superintendent may withdraw immediately and cancel  
21 the security services contract upon written notice to the employee, and the  
22 employee shall receive on or before the next pay period payment for the  
23 lesser of:

24                    (i) The remainder of the contract term; or

25                    (ii) Two (2) months' pay for security services.

26            (C) Upon notice of the cancellation of the contract, the  
27 employee immediately shall return school-owned firearms, ammunition, safety  
28 gear, or other items furnished by the district for security duties and shall  
29 have the opportunity to remove personally owned firearms or equipment from  
30 school property.

31            (2) An employee performing duties under the additional  
32 contractual agreement under this section:

33                    (A) May carry a firearm on school property;

34                    (B) Shall complete a forty-hour training course at an  
35 accredited law enforcement training academy in Arkansas that trains the  
36 employee in:

1                   (i) Fundamental use of firearms training including  
2 firearm safety drills, tactics, and required qualification on an approved  
3 course of fire;

4                   (ii) Active shooter training;

5                   (iii) Active shooter simulation scenarios;

6                   (iv) Trauma care; and

7                   (v) Defensive tactics;

8                   (C) Shall complete annually an eight-hour training course  
9 at an accredited law enforcement training academy in Arkansas to include:

10                   (i) On-site tactical drills;

11                   (ii) School safety drills; and

12                   (iii) Firearms qualification on an approved course  
13 of fire;

14                   (D) Shall be licensed to carry a concealed handgun as  
15 authorized by § 5-73-301 et seq.;

16                   (E) Shall successfully pass a medical physical  
17 examination;

18                   (F) Shall maintain a valid Arkansas license to carry a  
19 concealed handgun; and

20                   (G) Shall renew at least annually the contract with the  
21 school district to provide security under this section.

22                   (b) A contract under this section shall be canceled if the person  
23 contracted to provide the security under this section no longer holds a valid  
24 Arkansas license to carry a concealed handgun.

25                   (c)(1) A school district board of directors may enter into memorandums  
26 of understanding with other school districts regarding when, where, and under  
27 what circumstances the security officer of one (1) district may be present at  
28 school functions involving the other school district.

29                   (2) The authorization to be a security officer for one (1)  
30 school district does not authorize the use of that security officer by  
31 another school district.

32                   (d)(1) The decision of the superintendent or school district board of  
33 directors to cancel the security services contract is final and not subject  
34 to an appeal or a grievance hearing.

35                   (2) The cancellation of an employee's supplemental security  
36 employment does not affect the employee's other employment with the district.



