

1 State of Arkansas As Engrossed: H2/12/13 H2/15/13

2 89th General Assembly

A Bill

3 Regular Session, 2013

HOUSE BILL 1231

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5 By: Representatives Lenderman, Alexander, Ballinger, Baltz, Branscum, Copenhaver, D. Douglas,

6 Hawthorne, Holcomb, Magie, McCrary, T. Thompson, W. Wagner, Wardlaw, Wren

7 By: Senator R. Thompson

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For An Act To Be Entitled

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AN ACT CONCERNING SCHOOL SECURITY AND SCHOOL CRISIS

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RESPONSE TRAINING; TO DECLARE AN EMERGENCY; AND FOR

12

OTHER PURPOSES.

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Subtitle

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CONCERNING SCHOOL SECURITY AND SCHOOL

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CRISIS RESPONSE TRAINING; TO DECLARE AN

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EMERGENCY.

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21 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

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23 SECTION 1. Arkansas Code Title 6, Chapter 15, Subchapter 13, is

24 amended to add a new section to read as follows:

25 6-15-1303. Existing school employees as security personnel.

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

30 (A) The supplemental security services contract for
31 additional pay shall be:

32 (i) On a monthly basis;

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

34 (iii) Outside of the scope and jurisdiction of the

35 Teacher Fair Dismissal Act of 1983, § 6-17-1501 et seq., and the Public

36 School Employee Fair Hearing Act, § 6-17-1701 et seq.



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

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

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

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

12 (2) An employee performing duties under the additional
13 contractual agreement under this section:

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

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

18 (i) Fundamental use of firearms training including
19 firearm safety drills, tactics, and required qualification on an approved
20 course of fire;

21 (ii) Active shooter training;

22 (iii) Active shooter simulation scenarios;

23 (iv) Trauma care; and

24 (v) Defensive tactics;

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

27 (i) On-site tactical drills;

28 (ii) School safety drills; and

29 (iii) Firearms qualification on an approved course
30 of fire;

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

33 (E) Shall successfully pass a medical physical
34 examination;

35 (F) Shall maintain a commissioned security guard license
36 issued by the Arkansas Board of Private Investigators and Security Guard

1 Agencies;

2 (G) Shall maintain a valid Arkansas license to carry a
3 concealed handgun; and

4 (H) Shall renew at least annually the contract with the
5 school district to provide security under this section.

6 (b) A contract under this section shall be canceled if the person
7 contracted to provide the security under this section:

8 (1) No longer holds a valid Arkansas license to carry a
9 concealed handgun; or

10 (2) Is no longer a properly licensed commissioned security guard
11 under the laws and rules of the State of Arkansas.

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

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

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

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

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25 SECTION 2. EMERGENCY CLAUSE. It is found and determined by the
26 General Assembly of the State of Arkansas that the safety of our schools is
27 of paramount importance; that in some instances, the security of our schools
28 should be increased if the school feels that its own security measures are
29 lacking; and that this act is immediately necessary because the participating
30 law enforcement academies who will conduct the training will need time to
31 implement the curriculum before the next school year. Therefore, an emergency
32 is declared to exist, and this act being immediately necessary for the
33 preservation of the public peace, health, and safety shall become effective
34 on:

35 (1) The date of its approval by the Governor;

36 (2) If the bill is neither approved nor vetoed by the Governor,

1 the expiration of the period of time during which the Governor may veto the
2 bill; or

3 (3) If the bill is vetoed by the Governor and the veto is
4 overridden, the date the last house overrides the veto.

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/s/Lenderman