Public Safety and Institutional Assurance  
Indiana University Police Department  
Chapter 3 – Personnel Services  
Sub-Chapter - 3.2 – Conditions of Employment  
3.2.3 Off-Duty Employment

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<th>Effective Date:</th>
<th>11/19/2020</th>
<th>Revised Date:</th>
<th>3/16/2021</th>
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<td>Rescinds:</td>
<td>3.2.3 1/11/21</td>
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Purpose
To provide guidance to Indiana University Police Department (IUPD) sworn officers regarding the procedures required to engage in law enforcement related off-duty employment using law enforcement powers granted by Indiana University. This general order does not apply to civilian employees wishing to engage in other employment or sworn employees wishing to work in other jobs not law enforcement in nature. Those types of off-duty employment will be governed by any applicable Indiana University policies.

General Order
Sworn officers wishing to engage in off-duty employment using the law enforcement authority granted by Indiana University are prohibited from working in jobs or areas that would constitute a conflict of interest or would tend to bring discredit to the Indiana University Police Department.

Definitions
Off-Duty Employment – Any work performed for the benefit of a private employer, including self-employment, in a law enforcement capacity using law enforcement authority granted by Indiana University, or which may require use of law enforcement authority granted by Indiana University.

Officer – For the purposes of this general order, this term applies to full-time sworn employees who intend to engage or are engaging in law enforcement related off-duty employment using law enforcement powers granted by Indiana University.

Permission to Engage in Off-Duty Employment (3.2.3 a)
Prior to submitting a request to engage in off-duty employment, officers must complete the IUPD training course on Off-Duty Employment. This training course will be approved by the director for public safety education.

Requests for an IUPD officer to work off-duty employment should be routed via the proper chain of command up to the division chief of police. The division chief of police will have final approval of all off-duty employment requests. (3.2.3a). Permission is also contingent on the requirements identified in 3.2.3d below.

Officers wishing to work off-duty employment for monetary or non-monetary compensation must submit an F3.2.3-1 Off-Duty Work Agreement form. This agreement is to be submitted through the employee’s chain of command.

- Upon approval or disapproval from the division chief of police, one (1) copy (of the form) is to be sent to the officer and (1) copy is to be placed in the officer’s personnel file.
  - It is the responsibility of the officer to renew the F3.2.3-1 Off-Duty Work Agreement each January. Any changes in information must be reported immediately. Failure to
do so may result in denial or revocation of the officer’s approval for off-duty employment.

- In the event an officer’s request for off-duty employment is denied, a written response citing the reason(s) for the denial must be given to the officer. The officer has the option of filing a written appeal with the division chief of police.

- All approved and denied F3.2.3-1 Off-Duty Work Agreement shall be on file at the division level in the officer’s personnel file for a period of three years.

**Employment Types Employee May Not Work (3.2.3 b)**

Off-duty employment, which reflects, or may reflect, negatively on Indiana University or the department; contradicts policies, procedures, or objectives; represents a conflict of interest; or compromises the performance, integrity, or judgment of an officer, is prohibited and will not be approved.

Officers working off-duty employment may only act within the scope of their police authority granted by Indiana University and the IUPD.

Off-duty employment or volunteer work in the law enforcement field using the law enforcement authority granted by Indiana University is prohibited for:

- Employees who have not completed the field training officer program.
- Part-Time officer class IIs.

Off-duty employment is prohibited at the following (3.2.3b):

- Establishments serving alcohol as a primary business.
- Establishments involving any illegal activity, as defined by law, or where the proceeds of any illegal activity are kept.
- Businesses involved in a labor dispute.
- Check cashing businesses or payday loan establishments.
- Employment in which police authority might be used for private purposes of a civil nature, such as repossessing or towing vehicles, or acting as a process server or bill collector.
- Employment which requires access to police files, records, or services as a condition of employment. This includes running VIN checks for private employers for the purpose of a “physical inspection of a vehicle or watercraft” pursuant to Indiana state BMV form 39530 (or its successor).
### 3.2.3 Off-Duty Employment

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- Employment by or on behalf of a nightclub or an establishment licensed for or providing adult entertainment.
- Employment involving any form of gambling, to include licensed charity events.
- Any job site or area(s) that would constitute a conflict of interest or would tend to bring discredit to Indiana University or the department.

Officers may not use a privately owned vehicle for off-duty employment that has been altered to create the appearance of an emergency police vehicle. The use of a privately owned vehicle for off-duty employment may not display police markings, or red and blue lights that are visible from any direction, regardless of whether the vehicle is in motion or stationary.

### Expected Behaviors for Employees Working Off-Duty (3.2.3 c)

Officers must give priority to the performance of their full-time job responsibilities with IUPD. Officers must comply with all IUPD general orders when working off-duty employment. (3.2.3c)

### Expectations Regarding Work Considerations (3.2.3 d)

The private employer must acknowledge and accept all liability and costs that may arise from employing an officer and must sign the F3.2.3-2 Employer Liability Statement to this effect. Officers will not be permitted to engage in work for the private employer until this Statement has been signed and submitted to IUPD. Officers may engage in off-duty employment subject to the following restrictions:

- Officers will mark “on-duty” with the IUPD Dispatch and provide the business name, address, and telephone number of the establishment where they are working at the beginning of their off-duty employment shift.
- Officers will mark “off-duty” with the IUPD Dispatch upon completion of their off-duty employment shift.

Officers may not work any off-duty employment while on duty with IUPD. This includes but is not limited to, arrestee processing, report writing, or legal proceedings such as depositions, or court trials arising from an arrest made while working off duty. If an arrest is made while working off-duty employment, all associated arrestee processing, report writing, or legal proceedings shall not be completed while the officer is being compensated by IUPD.

- Off-duty employment is restricted to the following Indiana counties where an IU campus is primarily located:
  - Floyd
  - Howard
  - Lake
  - Monroe
  - St. Joseph
  - Wayne
  - Wayne
An officer on off-duty employment may be called back to IUPD to address a public safety emergency at any time at the discretion of supervision and agrees to return to IUPD without delay in any such instance.

**Eligibility for Off-Duty Employment:**

- Officers on suspension are not permitted to work off-duty employment in a law enforcement capacity while suspended by IUPD.

- Officers on sick leave or restricted duty are not permitted to engage in any type of off-duty employment unless approved in advance and in writing by the division chief of police.

- Officers calling in unable to report for their scheduled tour of duty with IUPD are not permitted to work in any type of off-duty employment until 24-hours after the scheduled tour of duty.

- The division chief of police and/or off-duty employment coordinator may periodically review the number of off-duty hours worked by each of the officers and impose hour restrictions if the off-duty hours worked are impacting IUPD operations. The division chief of police will discuss any concerns with the superintendent for public safety, or his or her designee.

**Use of Equipment While Working Off-Duty (3.2.3 e)**

All applicable uniform and equipment requirements must be adhered to by officers working off-duty employment in uniform. Officers working as plain-clothes officers during off-duty employment must carry the equipment required of on-duty administrative police personnel. Officers are to refrain from performing menial tasks while in uniform. (3.2.3e)

The use of the departmental radio is permitted for routine communications with dispatch and supervision. Officers working off-duty employment for approved runs and marathons are prohibited from using IUPD talk groups unless approved by the division chief of police in coordination with the public safety dispatch manager.

Use of all other departmental resources (i.e., computers, data terminals, phones, case files, criminal records, IDACS/NCIC to include Indiana BMV records, uniform/investigation personnel, etc.) for the benefit of an off-duty employer is prohibited.

Officers working as a sworn officer for another law enforcement agency are prohibited from using any equipment issued by IUPD.
Revoke Permission to Work Off-Duty Employment (3.2.3 f)
The division chief of police may revoke an Off-Duty Work Agreement for any reason that negatively affects the department or the university.

The division chief of police may also revoke an Off-Duty Work Agreement request for reasons including, but not limited to the following: disciplinary action (whether pending or final); violation of this general order or any other IUPD general order; violation of Indiana University policy; excessive sick leave; conflict of interest; or where the ability to perform IUPD responsibilities has been compromised. These revocations shall be determined by the division chief of police in consultation with the superintendent for public safety, or his or her designee.

Off-Duty Employment; Oversight Responsibility (3.2.3 g)
Each division chief of police will identify an off-duty employment coordinator who will be responsible for overseeing off-duty employment (3.2.3g).

The off-duty employment coordinator and/or on-duty supervisors will:

- Periodically inspect off-duty employment locations and approval paperwork on file for assignments that are active during their shift command.

- Work to correct any policy violation they discover and may relieve an officer from the off-duty employment, if appropriate.

- Document any issues and actions taken to correct the problem via the chain of command to the division chief of police. The division chief of police will review the policy violation or other documented issue(s) and determine whether to take additional action, which may include revocation of the officer’s Off-Duty Work Agreement approval.

Related Information
Indiana University:


Indiana University Police Department:

F3.2.3-1 Off-Duty Work Agreement
F3.2.3-2 Employer Liability Statement

Benjamin D. Hunter (03/16/2021)
Superintendent for Public Safety
F3.2.3-1 – Off-Duty Work Agreement

Officers must complete and submit the following form to the division chief of police for approval prior to beginning any off-duty employment, every January thereafter if the off-duty employment will continue, and immediately if any change in information for off-duty employment occurs.

Date Submitted ______________________________ Radio ID# ________________________________

Name ______________________________ Rank __________________________ ID# ________________

Section __________________________ Section __________________________ Shift __________________________

1. I hereby certify that I have read and understand IUPD’s provisions for off-duty employment, including as identified in general order G3.2.3 Off-Duty Employment.

2. I also understand and agree that failure to comply with IUPD’s provisions for off-duty employment, including as identified in general order G3.2.3 Off-Duty Employment, may result in disciplinary action, up to and including termination, or the revocation of my approval for off-duty employment.

Officer’s signature ___________________________________________ Date ________________

Supervisor ___________________________________________ Date ________________

Chief of Police ___________________________________________ Date ________________

(Circle one) APPROVED / DISAPPROVED

EMPLOYER INFORMATION

Employer __________________________ Telephone # __________________________

Address __________________________________________________________________________

Type of Employment (Describe Duties) ______________________________________________________
_________________________________________________________________________________

Hours __________________________ Starting Date of Employment ________________

Is the use of Law Enforcement powers anticipated? YES NO

LOCATION OF EMPLOYMENT

(Only if different from above or officer is working at multiple locations for the same employer)

<table>
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<tr>
<th>Name of Company</th>
<th>Location of work</th>
<th>Phone Number</th>
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F3.2.3-1 rev. (2/2021)
IUPD officers must provide this form to their off-duty employer to complete, and the IUPD officer must submit the signed form to the division chief of police prior to beginning off-duty employment.

Employer __________________________________________________________
Address ______________________________________  Phone* _________________
Type of Employment _____________________________  Hours __________________

The following statement shall be read, acknowledged, and agreed to by those employers utilizing off duty IUPD police officers (“IUPD Officer”) in a security or law enforcement capacity (“Employer”).

**INDEMNIFICATION**

When an IUPD officer is employed in a capacity where he/she is using, or may be required to use, his/her police authority, as granted by Indiana University, as part of his/her employment with a private Employer, that Employer shall be responsible for defending and indemnifying the IUPD Officer, the Trustees of Indiana University, its successors, assigns, directors, officers, employees, agents, and any other person for whom the Trustees of Indiana University may be legally liable (“Indemnified Parties”), from and against any and all costs, expenses (including attorney’s fees), interest, losses, obligations, liabilities, or damages paid (“Losses”) which may accrue to or be incurred or sustained by the Indemnified Parties, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings (“Claims”), all whether groundless or not, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever, made or brought against the Indemnified Parties for conduct which is within the scope of the IUPD Officer’s job duties or responsibilities as a police officer, and which was undertaken in the course of the IUPD Officer’s employment with Employer.

If the defense and indemnification includes the Trustees of Indiana University (including IUPD), Employer must consult with the Indiana University Office of the Vice President and General Counsel regarding any indemnification and defense, and Employer must obtain approval from OVPGC prior to entering into any settlement agreement or other resolution that involves any action, payment, admission, or otherwise by the Trustees of Indiana University (including IUPD). However, if the Employer refuses to provide the defense and indemnification as set forth above, Indiana University Office of the Vice President and General Counsel, in consultation with the Chief of Police and Superintendent for Public Safety, may agree, as may be determined appropriate under the circumstances, to assume the cost of defense of the IUPD Officer and/or other Indemnified Party subject to an action back against the Employer to recoup the cost of litigation and defense. In such a case, Employer expressly agrees that the Indemnified Parties have full discretion in how to proceed, and Employer agrees to pay all costs of litigation and defense, including, but not limited to, any settlement payment, expenses, and attorneys’ fees.
INSURANCE

Employer agrees to provide proof of insurance to IU’s Office of Insurance, Loss Control & Claims sufficient to cover its defense and indemnification obligations as set forth above, but in any event, not less than $1M (one million dollars).

WORKMEN'S COMPENSATION

*Do you provide Workmen's Compensation and/or Medical Insurance to protect the IUPD Officer in event of an injury?

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<th>YES</th>
<th>NO</th>
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*Do you provide salary compensation in the event of long-term injury?

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<th>YES</th>
<th>NO</th>
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If YES, Name of Insurer ____________________________

NOTE: Indiana University and the Indiana University Police Department does not provide Workmen’s Compensation and/or Medical Insurance for an officer in the event of an off-duty injury, nor is there salary compensation in the event of a long-term injury beyond that provided by state law.

I understand and agree to the Indemnification obligations set forth above and certify that I have the authority to bind the Employer to such obligations. I further acknowledge and agree that the IUPD Officer is not permitted to work for me until this statement is signed and submitted to IUPD.

Employer's Signature ________________________________ Date __________________

*NOTE: All forms shall indicate phone number of employer if phone is available at work area.