

SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE SAN JOSE POLICE OFFICERS' ASSOCIATION

**Investigations of Alleged Police Officer Misconduct**


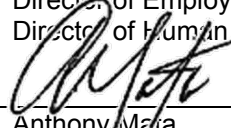
The City and the San Jose Police Officers' Association (POA) agree to the following through the term of the agreement.

- Any investigative report conducted by Internal Affairs (IA) will be reviewed by the Independent Police Auditor (IPA). Selected investigative reports may also be reviewed by the Office of Employee Relations (OER), at its choosing. For investigations that are not deemed tolled pursuant to the Public Safety Officers' Procedural Bill of Rights (POBR), the investigative report will be provided to the IPA and/or OER no later than 9 months from the date the alleged misconduct was discovered by a person in the Department authorized to initiate an investigation before it is submitted to the IA Commander.
- The IPA and/or OER may provide written requests to the IA investigator in a timely manner, which may include, but is not limited to, requests for IA to interview additional witnesses, ask additional questions, or review an additional issue. The IA investigator must address written requests provided by the IPA and/or OER. The IA investigator must provide an additional opportunity for the IPA and/or OER to review any revisions to the investigative report based on the written requests provided by the IPA and/or OER prior to submission of the investigative report to the IA Commander.
- The parties agree that this Side Letter shall allow the IPA and/or IPA staff to be permitted to ask direct questions of a subject or witness officer during an administrative interview. In full compliance with POBR, the parties further agree that an officer is required to answer the Independent Police Auditor's questions just as they are required to answer questions posed by Internal Affairs. The parties acknowledge that the POBR limits the number of interrogators in an administrative interview to no more than two at a time. Nothing herein changes that.
- San Jose Municipal Code section 8.04.010 and subsection A.3.a will be amended to reflect the expiration date of this Agreement.


The parties agree to continue discussions on issues related to investigations of alleged police officer misconduct.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. The provisions contained in this Side Letter will end on June 30, 2025, unless mutually agreed upon by both parties.

**FOR THE CITY:**

	12/6/2022
_____ Jennifer Schembri Director of Employee Relations Director of Human Resources	Date
	12/6/22
_____ Anthony Mata Chief of Police	Date

**FOR THE UNION:**

	12/6/22
_____ Sean Pritchard President, SJPOA	Date