

SIDE LETTER AGREEMENT  
BETWEEN THE PUBLIC SAFETY OFFICERS' ASSOCIATION AND  
THE CITY OF SUNNYVALE

This side letter is entered into by and between the Sunnyvale Public Safety Officers' Association ("PSOA") and the City of Sunnyvale ("City") to address issues of pensionability of the Education Incentive Program set forth in Section 31 of the Memorandum of Understanding ("MOU") between the City and PSOA. PSOA and the City have met and conferred and agreed to the following changes to the MOU.

**THE PARTIES AGREE AS FOLLOWS:**

The MOU between the City and PSOA has a term of January 1, 2021 through December 31, 2024. Section 31 of the MOU sets forth the existing Education Incentive Program. The Parties intended the Education Incentive Program to be pensionable and the City has reported the Education Incentive as Special Compensation under the Public Employees Retirement Law. However, CalPERS has raised concerns about the appropriateness of reporting this pay.

The Parties have agreed to the following changes to the MOU to address those concerns.

**AGREEMENT**

The Parties agree to replace the existing Education Incentive Program with a Master Police Officer Program, retroactive to January 1, 2021, and to replace existing Article 31 of the MOU with the following:

Article 31        MASTER POLICE OFFICER PROGRAM

- 31.1 Employees who meet the criteria listed in Section 31.4 below shall receive Master Police Officer pay in the following amounts beginning on the first day of the pay period following the day the employee meets all the listed criteria (including presentation of all required information to the Department of Human Resources):
- 31.2 Master Police Officer 1 (MPO 1): A Public Safety Officer (PSO)2 or Lieutenant who meets the requirements for MPO 1 will receive two and one-half percent (2.5%) in addition to their base hourly rate.
- 31.3 Master Police Officer 2 (MPO 2): A PSO2 or Lieutenant who meets the requirements for MPO 2 will receive five percent (5.0%) in addition to their base hourly rate.

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31.4 Requirements

Level	POST	Educ	Specialties	Years of Service
<b>MPO 1</b>	Intermediate	Bachelor's Degree (BA/BS)	1 year special or collateral assignment, including service as a Fire Engineer	3.5 years as a PSOIT, PSO1, PSO2 or Lieutenant (1.5 Years of service as a police officer, deputy sheriff, or firefighter in another jurisdiction may be substituted, but at least 2 years must be City of Sunnyvale service)
<b>MPO 2</b>	Intermediate	Master's Degree (MA/MS) Or Juris Doctor (JD)	1 year special or collateral assignment, including service as a Fire Engineer	3.5 years as a PSOIT, PSO1, PSO2 or Lieutenant (1.5 Years of service as a police officer, deputy sheriff, or firefighter in another jurisdiction may be substituted, but at least 2 years must be City of Sunnyvale service)

31.5 Proof of Education.

To demonstrate compliance with the Education requirements of MPO 1 or MPO 2, the employee must present to the Department of Human Resources proof (in the form of a diploma or transcript) that the employee has a degree earned from an accredited educational institution of higher learning. "Accredited," as defined in Education Code Section 94302(a) and for the purpose of this definition, means that an institution has been recognized or approved as meeting the standards established by an accredited agency recognized by the United States Department of Education, or the Committee of Bar Examiners for the State of California. It shall not include those institutions that have applied for accreditation, or are identified by accrediting associations as candidates for accreditation, or have provisional accreditation.

31.6 Effective January 1, 2021, Master Police Officer Pay will be reported as a separate premium (applicable to paid work & leave hours, including overtime and leave cash-out), rather than being included in the salary table rate. Except for minor compounding impacts, this change will not result in a reduction of employee total compensation or the overtime rate.

31.7 Employees will not receive Master Police Officer Pay until they have provided the Department of Human Resources with documentation demonstrating their

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compliance with all of the above requirements, including the required degree. However, employees who have already provided proof of education under the Education Incentive Program will receive Master Police Officer Pay effective at the same time as the Education Incentive Pay was effective, so long as they meet all other criteria.

The Parties further agree to negotiate over a replacement to the Master Officer Program as part of negotiations over a successor MOU.

**For the PSOA:**

Devon Klein

Devon Klein (Nov 25, 2024 14:38 PST)

Devon Klein

Date: Nov 25, 2024

Peter Hoffmann

Peter Hoffmann

Date: Dec 01, 2024

**For the City of Sunnyvale:**

Tina Murphy

Tina Murphy

Date: Dec 02, 2024

Charles Sakai

Charles Sakai (Dec 2, 2024 08:24 PST)

Charles Sakai

Date: Dec 02, 2024