

**AT-WILL EMPLOYMENT AGREEMENT BETWEEN  
CITY OF STOCKTON AND KATHERINE ROLAND AS CITY CLERK  
(AT-WILL AND NON-CLASSIFIED POSITION)**

This At-Will Employment Agreement is made and entered into on November 12, 2024, by and between the City of Stockton, a California Charter City and Municipal Corporation ("**CITY**") and Katherine Roland, an individual, ("**EMPLOYEE**") on the following terms and conditions set forth below ("**AGREEMENT**"). **CITY** and **EMPLOYEE** shall be collectively referred to as "**PARTIES**" or individually referred to as "**PARTY.**"

**RECITALS**

WHEREAS, the **CITY** conducted a recruitment for a full-time replacement for its City Clerk; and

WHEREAS, **EMPLOYEE** currently serves as the City's Interim City Clerk, an at-will position, and represents that she has the necessary and specialized experience, skills, and expertise required to serve as the City Clerk; and

WHEREAS, the City Council of the City ("**CITY COUNCIL**") desires to appoint **EMPLOYEE** to the position of City Clerk subject to the terms and conditions of the **AGREEMENT**; and

NOW THEREFORE, it is hereby agreed by **CITY** and **EMPLOYEE** as follows:

**AGREEMENT**

1. **CITY EMPLOYMENT.** The **CITY** hereby appoints **EMPLOYEE** as its City Clerk, effective November 12, 2024 ("Effective Date"), and **EMPLOYEE** hereby accepts such employment.
2. **AT-WILL AGREEMENT.** **EMPLOYEE** is at-will and serves at the pleasure of **CITY COUNCIL** and can be terminated at any time with or without cause. **Employee's** at-will status means there is no guarantee as to length of time for employment. No **CITY** representative has authority to agree to anything contrary to employee at-will status unless it is specific, in writing, and signed by **CITY COUNCIL**.
3. **TERM.** This **AGREEMENT** shall commence on the Effective Date and continue for Five (5) Years, unless terminated by either **EMPLOYEE** or **CITY** as provided in Section 7 [SEPARATION] of this **AGREEMENT**.

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**CITY CLERK'S COMMITMENTS.****a. DUTIES AND RESPONSIBILITIES.**

- i. **EMPLOYEE** shall perform all of the functions and duties of the City Clerk as set forth in the City Clerk class specification attached hereto and incorporated herein by reference as Attachment "A," which may be amended from time to time; the **CITY's** Charter, Municipal Code, rules, policies, procedures, regulations, ordinances and resolutions, which may also be subsequently amended from time to time. **EMPLOYEE** shall also perform other legally permissible and/or customary and appropriate duties and functions of the City Clerk as the **CITY COUNCIL** may assign from time to time, together with such additional services consistent with the laws of the United States and State of California.
- ii. **EMPLOYEE** shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession. **EMPLOYEE** shall devote her attention, skill, ability, and productive time to the performance of **EMPLOYEE'S** duties and responsibilities and **CITY's** business.
- iii. The **CITY's** personnel rules, policies, procedures, regulations, ordinances and resolutions shall apply to **EMPLOYEE** in the same manner as applied to other non-classified at-will Department Heads. As feasible, their provisions shall be read to apply in tandem with the terms of this **AGREEMENT**. However, to the extent an express provision of this **AGREEMENT** conflicts, this **AGREEMENT** shall govern.

**b. CONFLICT OF INTEREST.**

- i. **EMPLOYEE** shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations.
- ii. **EMPLOYEE** shall also comply with the conflict of interest provisions under California law and any conflict of interest code applicable to **EMPLOYEE's CITY** employment. **EMPLOYEE** is responsible for submitting to Human Resources the appropriate Conflict of Interest Statements prior to performing any services under this **AGREEMENT**, and thereafter as required by law.

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c. **HOURS OF WORK.**

- i. **EMPLOYEE** is expected to engage in those hours of work that are necessary to perform the duties and fulfill the obligations of the City Clerk position, which fall both within and outside of customary and normal business hours. **EMPLOYEE** shall be required to have an onsite presence at the City Clerk's Department and/or City Hall or other city facilities during her work schedule as assigned by the **CITY COUNCIL** and subject to change from time to time. **Employee** shall notify Council via email when working at a non-city location. The position of City Clerk shall be deemed an exempt position under state and federal wage and hour laws. **EMPLOYEE'S** compensation (whether salary or benefits or other allowances) is not based on hours worked and **EMPLOYEE** shall not be entitled to any compensation for overtime.
- ii. **EMPLOYEE** may engage in teaching, consulting, speaking, or perform other non-**CITY** connected activities for which she is compensated only with the express prior consent of the **CITY COUNCIL**. Consent shall be deemed granted if after emailing Council for permission to engage in the activity, **EMPLOYEE** does not receive objections from a majority of the Council.

- d. **DISABILITY OR INABILITY TO PERFORM.** If, as the result of long-term or permanent disability, sickness, accident, injury, mental incapacity or other personal health-related reason, the **CITY** determines that **EMPLOYEE** is unable to perform her essential duties, with or without reasonable accommodation, after exhausting all authorized use of accrued sick leave, vacation, or other authorized paid/unpaid leave available under applicable **CITY** policies or state or federal law, the **CITY COUNCIL** may terminate **EMPLOYEE**. If the **CITY COUNCIL** does elect to terminate **EMPLOYEE** due to incapacity, **Employee** shall be terminated without cause, as provided in Section 7.c [TERMINATION WITHOUT CAUSE] below. In exercising this option, the **CITY** will comply with its obligations under applicable state and federal disability and public retirement laws.

4. **BASE SALARY.**

- a. On the Effective Date of this **AGREEMENT**, **CITY** shall compensate **EMPLOYEE** for her services rendered pursuant to this **AGREEMENT** an annual salary of \$181,679.52 payable in installments at the same time and in accordance with the **CITY's** payroll procedures for other **CITY** employees, and subject to all applicable payroll taxes and withholdings. Employee shall receive all increases provided under the "City of Stockton Unrepresented Management/Confidential and Law Employees' Compensation Plan" for employees designated under the Management Plan "MA" and/or "Department Heads," dated July 1, 2023.

- b. At the discretion of the **CITY COUNCIL**, this **AGREEMENT** may be amended to incorporate any salary and/or benefit adjustments granted, provided, or required by the **CITY COUNCIL**. The **CITY** shall not at any time during the term of this **AGREEMENT** reduce the base salary, compensation, or other economic benefits of **EMPLOYEE**, unless as part of a general **CITY** management reduction, and then in no greater percentage than the average reduction of all **CITY** Department Heads whose salaries, compensation or economic benefits are reduced.

- c. **BENEFITS.**

- i. **ECONOMIC BENEFITS.** Except as set forth in this **AGREEMENT**, **CITY** agrees to provide **EMPLOYEE** with the economic benefits provided under the “City of Stockton Unrepresented Management/Confidential and Law Employees’ Compensation Plan” for employees designated under the Management Plan “MA” and/or “Department Heads,” dated July 1, 2023, and as may be amended by the **CITY COUNCIL** from time to time, as set forth in Section 5.b, above.
- ii. **PROFESSIONAL DEVELOPMENT.** The **CITY** agrees to pay for reasonable sums of professional dues, subscriptions, travel and subsistence expenses of **EMPLOYEE** for professional participation in appropriate organizations, subject to prior review and approval by **CITY**. Notwithstanding the foregoing, the **CITY COUNCIL** shall have discretion to establish appropriate amounts, in the annual **CITY** budget or otherwise, of official and professional development expenses and travel costs.

- 5. **SEPARATION.**

- a. **RESIGNATION.** **EMPLOYEE** may resign from the position of City Clerk at any time and agrees to provide the **CITY COUNCIL** with a minimum of 30 days advanced written notice of the effective date of **EMPLOYEE’s** resignation, unless the **PARTIES** otherwise agree in writing. If **EMPLOYEE** separates from **CITY** employment, **EMPLOYEE** shall be entitled to only the compensation accrued up to the date of termination, and such other termination benefits and payments as may be required by law or applicable provisions of the “City of Stockton Unrepresented Management/Confidential and Law Employees’ Compensation Plan” for employees designated under the Management Plan “MA” and/or “Department Heads. This **AGREEMENT** shall terminate upon the effective date of **EMPLOYEE’s** resignation.
- b. **REMOVAL.**
  - i. **EMPLOYEE** is an at-will employee serving at the pleasure of the **CITY COUNCIL** as provided in Article XIV, Section 1400 of the City Charter.

**EMPLOYEE** has no constitutionally protected property or other interest in her employment as City Clerk. Nothing in this **AGREEMENT** shall be construed to create a property interest for **EMPLOYEE** in the position of City Clerk.

- ii. The **CITY COUNCIL** may terminate **EMPLOYEE** at any time, with or without cause, by a majority vote of its members. This **AGREEMENT** shall terminate upon the effective date of **EMPLOYEE's** termination.
- c. **TERMINATION WITHOUT CAUSE.** If the **CITY COUNCIL** terminates **EMPLOYEE** as the City Clerk without cause, (cause is defined in Section 7.d. below):
  - i. **EMPLOYEE** agrees to immediately surrender the position of City Clerk and any and all writings containing information relating to the conduct of the City's business prepared, owned, used, or retained by **EMPLOYEE** regardless of physical form or characteristics, and any and all equipment, tools, or other materials of whatever nature provided to **EMPLOYEE** by **CITY** in her capacity of City Clerk.
  - ii. **EMPLOYEE** shall be entitled to any compensation accrued up to the date of termination, and such other termination benefits and payments as may be required by law or applicable provisions of the "City of Stockton Unrepresented Management/Confidential and Law Employees' Compensation Plan" for employees designated under the Management Plan "MA" and/or "Department Heads.
  - iii. City Council agrees to provide **EMPLOYEE** with six (6) months of severance pay.
  - iv. This **AGREEMENT** shall terminate upon the effective date of **EMPLOYEE's** termination.
- d. **TERMINATION FOR CAUSE.**
  - i. Notwithstanding the provisions of Section 6.C. [TERMINATION WITHOUT CAUSE], the **CITY COUNCIL** may terminate **EMPLOYEE** for cause. As used in this section, "cause" shall mean only one or more of the following:
    - (1) Incompetency such as failure of **EMPLOYEE** to comply with the minimum standards for the position of City Clerk.
    - (2) Neglect of duty, such as failure to timely perform the duties required of **EMPLOYEE's** position or failure to implement policy directions of the **CITY COUNCIL**.

- (3) Any grossly negligent action or inaction by **EMPLOYEE** that materially and adversely: (a) impedes or disrupts the operations of **CITY** or its organizational units; (b) is detrimental to employees or public safety; or (c) violates **CITY's** properly-established rules or procedures.
  - (4) Dishonesty involving employment.
  - (5) Being under the influence of alcohol or intoxicating drugs while on duty.
  - (6) Absence without leave.
  - (7) Conviction of a crime or conduct constituting a violation of state or federal law that renders it more difficult for **EMPLOYEE** to deliver public service. "Conviction" includes entry of a plea of nolo contendere or a plea bargain.
  - (8) Improper or unauthorized use of **CITY** property.
  - (9) Failure to engage or participate in good faith in an interactive process to attempt to identify an effective reasonable accommodation to resolve a physical or mental infirmity(s) or defect(s) affecting job performance when it is within the capacity of the employee to do so.
  - (10) Acceptance from any source of any emolument, reward, gift, or other form of remuneration in addition to **EMPLOYEE's** regular compensation, as a personal benefit to **EMPLOYEE** in connection with actions performed in the normal course of **EMPLOYEE's** assigned duties.
  - (11) Falsification of any **CITY** report or record or of any report or record required to be, or, filed by **EMPLOYEE**.
  - (12) Engagement in prohibited harassment, discrimination, retaliation, or abusive conduct.
  - (13) Engaging in any incompatible activity or prohibited conflict-of-interest.
  - (14) A material breach of this **AGREEMENT**.
- ii. For purposes of this provision, a determination that "cause" exists shall be based on demonstrable, or otherwise reasonably proven, sustained, corroborated, or admitted conduct.

- iii. In the event the **CITY** terminates **EMPLOYEE** for cause, then the **CITY** may terminate this **AGREEMENT** immediately, and **EMPLOYEE** shall no longer be employed by the **CITY** and this **AGREEMENT** shall terminate. **EMPLOYEE** shall be entitled to only the compensation accrued up to the date of termination, and such other termination benefits and payments as may be required by law or applicable provisions of the "City of Stockton Unrepresented Management/Confidential and Law Employees' Compensation Plan" for employees designated under the Management Plan "MA" and/or "Department Heads.

e. **RETURN OF CITY PROPERTY.**

Upon the termination or expiration of this **AGREEMENT** for any reason, **EMPLOYEE's** resignation or termination from the City Clerk position or from **CITY** employment for any reason, **EMPLOYEE** agrees to immediately surrender any and all writings containing information relating to the conduct of the **CITY's** business prepared, owned, used, or retained by **EMPLOYEE** regardless of physical form or characteristics, and any and all equipment, tools, or other materials of whatever nature provided to **EMPLOYEE** by **CITY** in her capacity of City Clerk.

6. **INDEMNIFICATION.**

- a. In accordance with and to the extent provided by California's Tort Claims Act (Gov. Code § 825 et seq.) and Government Code sections 995-996.6, the **CITY** shall defend and indemnify **EMPLOYEE** against and for all losses sustained by **EMPLOYEE** in direct consequences of the discharge of **EMPLOYEE's** duties on the **CITY's** behalf for the period of **EMPLOYEE's** employment.
- b. Nothing in this **AGREEMENT** shall expand the **CITY's** defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act (Gov. Code § 825, et seq.) and Government Code sections 995-996.6. Further, in the event **CITY** provides funds for legal criminal defense pursuant to this sub-section and terms of the Government Code, **EMPLOYEE** shall reimburse the **CITY** for such legal criminal defense funds if **EMPLOYEE** is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243 — 53243.4.
- c. **CITY** and **EMPLOYEE** agree that it is their mutual intent to fully comply with Government Code sections 53243 – 53244, as applicable. Upon conviction as set forth in Government Code sections 7522.72 or 7522.74, **EMPLOYEE** may forfeit the benefits in accordance with those sections.
- d. This Section 8 [INDEMNIFICATION] shall survive termination of this **AGREEMENT**.

7. **BONDING.** CITY shall bear the full cost of any fidelity or other bonds the CITY requires of **EMPLOYEE** under any law or ordinance or otherwise.
8. **AMENDMENTS.** This **AGREEMENT** may only be modified in writing and duly authorized and executed by both **PARTIES**.
9. **SEVERABILITY.** If any provision of this **AGREEMENT** is found by a court of competent jurisdiction over the **PARTIES** to be illegal or unenforceable, the remainder of this **AGREEMENT** shall not be affected and shall remain in full force and effect to the greatest extent permitted by law, unless the parts found to be illegal or unenforceable are wholly inseparable from the remaining portion of this **AGREEMENT**.
10. **JURISDICTION AND VENUE.** Any dispute concerning this **AGREEMENT** shall be governed by the laws of the State of California, and the **PARTIES** agree that venue shall be in San Joaquin County, California.
11. **ENTIRE AGREEMENT.** This **AGREEMENT** and its Attachment contains the entire agreement of the **PARTIES**. No promise, representation, warrant or covenant not included in this **AGREEMENT** has been or is relied on by any **PARTY** hereto.
12. **NOTICE.**

Any notices, including change of address of either **PARTY** during the term of this **AGREEMENT**, which **EMPLOYEE** or the **CITY** shall be required, or may desire, to make pursuant to this **AGREEMENT** shall be in writing and shall be either hand-delivered or sent by prepaid first class mail and addressed as follows:

TO CITY: Mayor  
City of Stockton  
425 N. El Dorado St  
Stockton, CA 95202

TO EMPLOYEE: Katherine Roland  
[Most recent address on file with Human Resources]

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IN WITNESS WHEREOF **CITY** has caused this **AGREEMENT** to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and **EMPLOYEE** has signed and executed this **AGREEMENT**, as of the day and year first above written.

EMPLOYEE

CITY OF STOCKTON

\_\_\_\_\_  
KATHERINE ROLAND

\_\_\_\_\_  
KEVIN J. LINCOLN II  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
DEPUTY CITY CLERK

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LORI M. ASUNCION  
CITY ATTORNEY

## ATTACHMENT "A" - CITY CLERK CLASS SPECIFICATION

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### DEFINITION

Under policy direction of the City Council, the City Clerk performs management duties by overseeing the activities and functions of the Office of the City Clerk including supervision of staff; performs highly advanced administrative tasks as prescribed by the City Charter, City Code, State Law, and various ordinances and resolutions; maintains and disseminates records of action of governing bodies, municipal ordinances, resolutions, codes and other government documents; provides highly responsible and complex administrative support to the members of the City Council; serves as Clerk of the City Council and Secretary to the Successor Agency to the Redevelopment Agency, Public Finance Authority, Parking Authority, Civil Service Commission, Equal Employment Commission, and other Council Committees; is the custodian of the City seal, signs all documents that constitute obligations of the City; administers municipal elections; directs the City's Records Management Program; provides policy guidance, training, and expert professional assistance to other City departments in areas of responsibility; performs related work as assigned.

### CLASS CHARACTERISTICS

This is single-position, at-will classification is one of four established by the City Charter and reports directly to the City Council. The incumbent is expected to initiate, develop, and implement policies and procedures to execute the laws, resolutions, and City Council Minute orders for which the position is responsible. The position differs from most other department head positions in that the incumbent is appointed by, and serves at the pleasure of, the City Council and receives administrative direction from the Council. The City Charter and ordinances and laws of the State of California prescribe many City Clerk functions and activities.

### PRINCIPAL DUTIES (Illustrative Only)

*Duties may include, but are not limited to, the following:*

- Plans, organizes, manages, and directs the work of the City Clerk's Department; develops and directs the implementation of goals, objectives, policies, procedures, and work standards for the department; assigns duties and examines work for accuracy and conformance to policies and procedures; supervises staff.
- Works closely with the City Council, City Manager, City Attorney, department managers, and other public and private entities in providing expert professional information and services.
- Administers and directs the posting, mailing and publication of legally required notices of public hearings, including City Council and committee meetings in accordance with the Brown Act; prepares agendas and supporting material including public notification, and legal and display advertising; publishes, issues, and posts final agendas.

- Oversees the preparation, publication, distribution, filing, indexing, and safekeeping of Council proceedings, minutes, and actions.
- Coordinates department activities with those of other departments and outside agencies and organizations; provides staff assistance to the City Manager and City Council; prepares and presents staff reports and other necessary correspondence.
- Directs, oversees, and participates in the development of the department's work plan; assigns work activities, projects, and programs; monitors workflow; reviews and evaluates work products, methods and procedures.
- Directs and participates in the development and administration of the City Clerk's Department budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements mid-year adjustments.
- Plans, organizes, assigns, directs, reviews, and evaluates the work of assigned staff; selects personnel and provides for their training and professional development; interprets City policies to employees.
- Plans and directs the processing of ordinances, resolutions, bond issues, annexations, vacations, assessments, charter amendments, initiatives, referendum, recall petitions, and other related documents.
- Attends City Council and other commission meetings and is responsible for the documentation, maintenance, and dissemination of Council/commission actions including minutes, ordinances, resolutions, and contracts as applicable, in accordance with the Brown Act.
- Serves as custodian of official City records and public documents; performs certification and recording for the City as required on legal documents and other records requiring such certification; seals and attests by signature to ordinances, resolutions, and contracts, easements, deeds, bonds, or other documents requiring city certification.
- Administers Citywide conflict of interest and campaign financing programs and serves as filing officer for Campaign Disclosure Statements, Statements of Economic Interest, and compliance to AB 1234 Ethics Training in accordance with state regulations.
- Administers the conduct of all municipal elections including candidate elections, measure elections specific to petition processing in accordance with state and local election laws; tabulates and certifies election results.
- Oversees the processing of all appointments, resignations, and terminations for all official boards, commissions, and committees; administer oaths and affirmations.
- Administers the City's Records Management Program, providing leadership and direction in developing and implementing new computer software programs on a Citywide basis; directs the maintenance of official City documents, records, and archival records.
- Develops and administers the departmental annual budget.
- Represents the City in meetings with representatives of governmental agencies, business, professional and community agencies, and the public.
- Monitors and maintains current knowledge of developments related to City Clerk matters; evaluates their impact upon City operations and recommends and implements policy and procedural improvements.
- Makes presentations of status and operations to the City Council; represents the City in meetings with governmental agencies and professional and business organizations.
- Represents the City Clerk Department to outside agencies and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary.
- Researches and prepares technical and administrative reports; prepares written correspondence.
- Represents the City with dignity, integrity, and the spirit of cooperation in all relations with staff and the public.
- Fosters an environment that embraces integrity, service, inclusion, and collaboration.
- Builds and maintains positive working relationships with co-workers, other City employees and the public using principles of good customer service.
- Performs related duties as assigned.

**QUALIFICATIONS**Knowledge of:

- Principles and practices of modern municipal management and administration, including the structure and organization in a Mayor-Council/City Manager form of government;
- Principles and practices of electronic and manual records and archival management and systems analysis and implementation;
- Principles and practices of policy development and implementation;
- Principles and practices of leadership, motivation, team building and conflict resolution;
- Applicable city, state and federal laws and regulations;
- Principles and practices of municipal budget development and administration;
- Organizational planning techniques, including staffing and goals, and objectives and work standards development;
- Government codes pertaining to records management, municipal elections administration including candidate and measure elections, the Brown Act, the Maddy Act, the Public Records Act, and parliamentary procedures;
- Administrative principles and practices, including goal setting, program development and implementation and employee supervision;
- Principles and practices of contract development, administration, and evaluation;
- Modern office practices, methods and computer equipment including relevant software programs;
- Oral and written communication skills; business English including vocabulary, spelling and correct grammatical usage and punctuation; and
- Safe work practices.

Skill in:

- Analyzing and interpreting complex legal documents and contracts and administrative procedures and regulations;
- Planning and organizing municipal elections; developing related calendars; processing Council candidates for election; technical review and processing of petitions specific to charter amendment, initiatives, referendum, and recall;
- Developing standards for and managing paper and electronic enterprise records;
- Comprehending complex laws and regulations and initiating policies and procedures for their implementation;
- Managing and conducting meetings;
- Preparing meeting minutes using proper legislative terminology, documentation, and other reports and correspondence;
- Providing leadership and creativity in a changing environment;
- Planning, organizing, administering and coordinating a variety of large and complex services and programs;
- Planning, organizing, assigning, directing and reviewing the work of staff;
- Selecting, motivating and evaluating staff and providing for their training and professional development;
- Analyzing problems, identifying alternative solutions, projecting consequences of proposed actions and implementing recommendations in support of goals;
- Developing and implementing goals, objectives, policies, procedures, work standards and internal controls;
- Understanding, interpreting, explaining and applying complex city, state and federal laws regulating programs and projects;

- Overseeing management and maintenance of the City's programs;
- Preparing clear and concise reports, correspondence and other written materials;
- Exercising sound independent judgment within general policy guidelines;
- Establishing common policies and processes across a multi-disciplinary Department;
- Contributing effectively to the accomplishments of City goals, objectives, and activities; and
- Representing the City effectively in contacts with governmental and regulatory agencies, outside consultants and counsel, and business and professional groups;
- Selecting, training, motivating, and evaluating departmental staff;
- Communicating effectively, tactfully and positively in both oral and written form;
- Operating and using modern office equipment and technology, including computers and applicable software; and
- Establishing and maintaining effective working relationships with those contacted in the course of work.

#### Education/Experience:

Any combination of education, experience, and training that would provide the best qualified candidates. A typical way to obtain the knowledge and abilities would be:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a closely related field; and seven years of administrative work that has included municipal elections administration, enterprise records management and the interpretation of laws and ordinances, including three years of administrative and management experience. Experience as an Assistant City Clerk at the division head level are highly desirable.

An advanced degree in business or public administration may substitute on a year for year basis up to a maximum of three years for the required work experience.

#### Other Requirements:

- Must possess a valid California driver's license.
- Possession of a Certified Municipal Clerk Certificate (CMC) or Master Municipal Clerk (MMC) certificate.

#### Physical/Mental Abilities:

- Mobility - Frequent sitting for long periods of time while operating a keyboard; occasional walking, bending, squatting, climbing stairs, climbing ladders, kneeling, and crawling and twisting;
- Lifting - Occasional lifting and/or carrying up to 10 pounds or less;
- Vision - Constant use of overall visual capabilities, reading fine print and PC screens; reading and producing printed material, frequent need for use of color perception;
- Dexterity - Frequent typing, occasional holding, grasping, pushing, pulling, and repetitive motion;
- Hearing/Talking - Constant hearing and talking of normal speech in person and on the telephone; frequently over noise, and the ability to detect specific noises and proper equipment operation;
- Special Requirements – Must be willing to attend meetings outside of normal working hours; may require frequent weekend, night, or evening work; may require occasional driving;
- Emotional/Psychological - Constant concentration, decision making and public contact; frequent ability to exercise sound judgment, especially under stressful situations; and ability to work alone;
- Environmental Conditions – None; and

- Working Conditions - Primarily performed in an office environment, which is typically quiet; public meeting locations may be loud at times; duties may also be performed outside of City Hall.

*This class specification should not be interpreted as all inclusive. It is intended to identify the essential functions and requirement of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the American with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.*

**HISTORICAL NOTE**

Established: 01/06/1913

Resolution: CC-1

Exempted: 04/14/1941

Ordinance: 1606

Spec Established: 02/05/1942

Resolution: CS163

Spec Amended: 03/21/1968

Resolution: CS3827

Exempted: 11/12/1985

Resolution: CC85-0684

Spec Amended: 01/8/2002

Resolution: CC02-0003

Spec Amended: 10/21/2008

Spec Amended: 09/12/2017

Spec Amended: 11/13/2018

Spec Amended: 04/17/2024

Unit: Unrepresented/MA

Employment Status: At-Will

FLSA Status: Exempt

CS Status: Unclassified