

AMENDMENT TO PERSONAL SERVICES CONTRACT

This Amendment is to the Personal Services Contract (PSC) made between the Oklahoma City Employee Retirement System, hereinafter known as 'ERS" and Mary Ellen Layton, hereinafter known as "LAYTON" on December 13, 2019. A copy of that PSC is attached hereto as Exhibit

1. The parties confirm the agreements made in Exhibit 1, and agree to the following amendments:

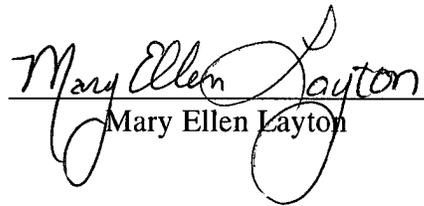
In consideration of the mutual covenants and agreements set forth herein, the ERS hereby retains LAYTON as the Retirement System Analyst of the ERS, and LAYTON agrees to serve as a Retirement System Analyst of the ERS upon the following terms and conditions:

1. **RETIREMENT PLAN.** The ERS agrees to afford LAYTON the opportunity to participate as a member of the ERS, per Oklahoma City Municipal Code § 40-60' of the Oklahoma City Municipal Code, 2020 as amended. LAYTON and the ERS will contribute to the system in the same manner as The City of Oklahoma City and its employees contribute to the system.
2. **LEAVE BENEFITS.** LAYTON shall accrue sick leave and vacation leave in accordance with Article 700 of the City of Oklahoma City Personnel Policies, adopted on July 18, 2017. Those policies may be amended from time to time. For purposes of leave accrual rates and leave maximums, LAYTON'S prior service with the City will be considered as consecutive with her ERS service without a break in service.
3. **PERFORMANCE REVIEW.** LAYTON's job performance will be evaluated annually on July 1st by the Retirement System Manager and the Chairman of the Board of Trustees. LAYTON, at the Board's discretion, may be subject to evaluation by the Trustees from time to time.
4. **OBLIGATIONS UPON TERMINATION OF EMPLOYMENT.** Upon termination hereof, the ERS will compensate LAYTON for work performed and documented up to date of termination and LAYTON will submit all documents in her possession pertaining to the services rendered hereunder to the ERS. LAYTON shall be paid in full for any accrued vacation leave balance upon termination. LAYTON will be paid fifty percent (50%) of any accrued sick leave balance, provided that the fifty percent (50%) maximum payment will be reduced two and one-

half percent (2-1/2%) for each year less than twenty (20) years of creditable service, including service time with the City, upon termination pursuant to the procedure outlined in The City of Oklahoma City Personnel Policies. If LAYTON is involuntarily terminated from employment, she shall not be compensated for any accrued sick leave.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the parties hereby covenant and agree with each other this 9th day of May 2024.

“EMPLOYEE”



Mary Ellen Layton

“EMPLOYER”

THE OKLAHOMA CITY EMPLOYEE
RETIREMENT SYSTEM

ATTEST:

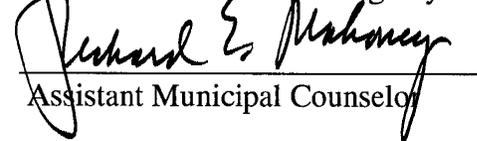


Secretary



Chairman

REVIEWED for form and legality.



Assistant Municipal Counselor

PERSONAL SERVICES CONTRACT

This Personal Services Contract is made between the Oklahoma City Employee Retirement System, hereinafter known as "ERS" and Mary Ellen Layton, hereinafter known as "LAYTON".

In consideration of the mutual covenants and agreements set forth herein, the ERS hereby retains LAYTON as the Retirement System Analyst of the ERS, and LAYTON agrees to serve as Retirement System Analyst of the ERS upon the following terms and conditions:

1. EMPLOYMENT AT WILL. LAYTON's employment with ERS is that of an employee at will.
2. TERM. The term of this Agreement shall commence on December 13, 2019 and continue until either party serves written notice upon the other of a desire to terminate the Agreement, as further described in Paragraph No. 11 below.
3. COMPENSATION. ERS agrees to compensate LAYTON for administrative services performed as the Retirement System Analyst at a rate set annually by the Board of the ERS. LAYTON's annual salary shall be divided into an hourly rate and she shall be compensated in the same manner as City employees are compensated per the 2018-2019 ERS Pay Plan attached as Exhibit "A". LAYTON's initial compensation will be set at step 9 range 802 of the 2018-2019 ERS Pay Plan.
4. WORKERS' COMPENSATION. The ERS will provide LAYTON with workers' compensation coverage through the State Insurance Fund.
5. SCOPE OF SERVICE. LAYTON assumes responsibility for the coordination of activities associated with the administration of the City's retirement and deferred compensation plans. Further, LAYTON will provide clerical and administrative support to the Retirement System Manager, as outlined in the job summary attached hereto as Exhibit "B". LAYTON will also be responsible for any additional assignments as may be required by the Board of the ERS or the Retirement System Manager.
6. BENEFITS PLAN. ERS agrees to provide to LAYTON a Benefits Plan comparable to the Benefits Plan provided by The City of Oklahoma City to its management employees as set forth in in Article 700 of the City's Personnel Policies. Said Benefits shall be provided at the



ERS's expense during the term of this Agreement. LAYTON will be required to make premium contributions toward benefits in an amount equal to that required of management employees of The City.

7. RETIREMENT PLAN. LAYTON must participate in the System as defined in Section 40-51 of the Oklahoma City Municipal Code, 2010, as amended. Provided there is no break in employment (a period of more than 10 days), LAYTON shall be entitled to bridge any time LAYTON has accumulated in the System as an employee of the City of Oklahoma City. LAYTON, as an employee and ERS as the employer, will contribute to the System in the same manner as The City of Oklahoma City and its employees contribute to the System.

8. LEAVE BENEFITS. LAYTON will accrue sick leave and vacation leave in accordance with The City of Oklahoma City Personnel Policies, as those policies may be amended from time to time. Further, in consideration that LAYTON had to terminate her employment with The City in order to take this position, ERS agrees to provide LAYTON an advance bank of 80 hours vacation leave.

9. PERFORMANCE REVIEW. LAYTON's job performance will be evaluated annually by the Retirement System Manager and Chairman of the Board of Trustees. LAYTON, at the Board's discretion, may be subject to evaluation by the Board of Trustees from time to time. The annual performance evaluation shall be performed within 30 days of the anniversary date of the execution of this Agreement.

10. NO EXTRA WORK CLAUSE. No claim for extra work or services of any kind or character shall be recognized by or be binding on the ERS unless the work or service is first approved in writing by the Retirement System Manager or by the Chairman of the Board of Trustees.

11. TERMINATION. ERS by and through the Retirement System Manager or the Chairman of the Board, may terminate this Agreement, with or without cause, upon thirty (30) days written notice to LAYTON. LAYTON may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the ERS. Except for termination by ERS based upon Section 1203 of Article 1200 of the City of Oklahoma City Personnel Policies it is expected that each party will provide said written notice not less than thirty (30) days prior to date of termination. Termination's based on the reason's set forth in Section 1203 of the City Personnel Policies maybe immediate as determined by the Retirement System Manager in consultation with the Chairman

of the Board of Trustees and the Municipal Counselor's Office. Such notice shall be deemed to have been received when delivered to:

Mary Ellen LAYTON
420 West Main, Suite 343
Oklahoma City, Oklahoma 73102

Employee Retirement System c/o City Clerk
200 North Walker, 2nd Floor
Oklahoma City, Oklahoma 73102

12. OBLIGATIONS UPON TERMINATION OF EMPLOYMENT. Upon termination of the Agreement, ERS shall compensate LAYTON for work performed and documented up to date of termination and LAYTON will submit all documents and property of ERS or the City in her possession, including all documents pertaining to the services rendered hereunder to the ERS. LAYTON shall be paid in full for any accrued vacation leave balance upon termination. Unless LAYTON is terminated for a cardinal infraction as set forth in the City's Personnel Policies, she will be paid fifty percent (50%) of any accrued sick leave balance, provided that the fifty percent (50%) maximum payment will be reduced two and one-half percent (2-1/2%) for each year less than twenty (20) years of creditable service upon termination pursuant to the procedure outlined in The City of Oklahoma City personnel policies. If she is terminated for a cardinal infraction she shall not be entitled to be compensated for any accrued sick leave.

13. OWNERSHIP OF DOCUMENTS, EQUIPMENT AND OTHER MATERIALS. Documents and other materials or property (including keys, badges, and defender tokens) pertaining to the services rendered hereunder or prepared in connection therewith, are the property of the ERS and will be delivered to the ERS upon termination of this Agreement for whatever reason.

14. NON-ASSIGNMENT. This contract may not be assigned.

15. NATURE OF RELATIONSHIP. The parties agree that LAYTON is an employee at will of the ERS.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the parties hereby covenant and agree with each other this 12th day of December, 2019.

"EMPLOYEE"

BY: Mary Ellen Layton
Mary Ellen Layton
"EMPLOYER"

THE OKLAHOMA CITY
EMPLOYEE RETIREMENT SYSTEM

ATTEST:

Travis Kersey
Secretary

Paul E. Bronson
CHAIRMAN

REVIEWED for form and legality.

Wiley L. Williams
Deputy Municipal Counselor

Exhibit A
PAY PLAN

Oklahoma City Employee Retirement System

PAY GRADES / STEPS

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
802 hourly	\$51,803.28 \$24.81	\$53,682.48 \$25.71	\$55,624.32 \$26.64	\$57,649.68 \$27.61	\$59,758.56 \$28.62	\$61,867.44 \$29.63	\$64,101.60 \$30.70	\$66,356.64 \$31.78	\$68,757.84 \$32.93	\$71,200.80 \$34.10	\$73,769.04 \$35.33	\$76,441.68 \$36.61	\$79,176.96 \$37.92
804 hourly	\$62,974.08 \$30.16	\$65,229.12 \$31.24	\$67,630.32 \$32.39	\$70,073.28 \$33.56	\$72,578.88 \$34.76	\$75,188.88 \$36.01	\$77,924.16 \$37.32	\$80,680.32 \$38.64	\$83,624.40 \$40.05	\$86,652.00 \$41.50	\$89,763.12 \$42.99	\$92,936.88 \$44.51	\$96,340.32 \$46.14
806 hourly	\$80,388.00 \$38.50	\$83,311.20 \$39.90	\$86,255.28 \$41.31	\$89,345.52 \$42.79	\$92,581.92 \$44.34	\$95,943.60 \$45.95	\$99,326.16 \$47.57	\$102,938.40 \$49.30	\$106,634.16 \$51.07	\$110,496.96 \$52.92	\$114,422.40 \$54.80	\$118,556.64 \$56.78	\$122,837.04 \$58.83

Effective: Adopted by Board August 8, 2019 retro to February 11, 2019

802 range represents Retirement System Analyst position
 804 range represents Retirement System Specialist position (vacant)
 806 range represents Retirement System Manager position

Represents pay ranges of 513, 517 and 522 of the Oklahoma City Management, Administrative & Technical Support Pay Plan effective July 1, 2018

EXHIBIT B

JOB DESCRIPTION

Oklahoma City Employee Retirement System RETIREMENT SYSTEM ANALYST

Job functions and requirements are listed to provide a descriptive range of the duties to be performed. The listings are not intended to reflect all duties, responsibilities and functions of the job classification. Retirement

Job Summary

This position will work under the direct supervision of the Retirement System Manager and the Board of Trustees of the Oklahoma City Employee Retirement System (OCERS). The Retirement System Analyst is an administrative position primarily responsible for the coordination of activities associated with retirement and deferred compensation plans administration, and providing clerical and administrative support to the Retirement System Manager. A general knowledge of payroll procedures and employee benefits is required.

Essential job functions include: performing research; compiling data; generating reports; file maintenance (both electronic and paper); preparing, reviewing and processing a variety of retirement and payroll related information; and assisting in routine administration matters by explaining or exchanging information regarding retirement and deferred compensation programs, activities, policies and procedures; gathering and objectively evaluating large quantities of detailed data; coordinate educational programs for City retirement programs; analyze current pension processes and make recommendations for improvements; prepare and evaluate proposals for goods and services and make recommendations; assist in the oversight of various contracts for financial, administrative and consulting services; oversee various tasks assigned to City departments. A Retirement System Analyst has frequent contact with employees of all levels including; but not limited to The City organization, citizens, active and terminated employees, union officials, and consultants and service providers; coordinate assigned activities with outside entities and/or with The City departments; counsel employees concerning retirement matters. The Retirement System Analyst must utilize tact and discretion when handling confidential matters, exchanging

information, and or providing assistance. Work is primarily performed independently with unusual problems or concerns discussed with supervisor. Work is reviewed upon completion or in progress for soundness of judgment, consistency with established policies and procedures, and general effectiveness.

Job Requirements

- Knowledge of payroll methods, practices and techniques
- Knowledge of employee benefit administration practices
- Skill in effective verbal and written communication, using tact and diplomacy
- Ability and willingness to establish and maintain effective working relationships
- Ability and willingness to work independently and make work-related decisions
- Skill in compiling and analyzing large amounts of data
- Skill in verifying the accuracy of documents and records
- Ability to apply principals of logical thinking to solve practical problems
- Willingness to maintain confidentiality
- Ability to maintain accurate files and records
- Skill in performing standard word processing and spreadsheet applications
- Ability to apply knowledge of the operation and the capabilities of automated information processing systems
- Ability to interpret and apply applicable Federal, State and Local ordinances, laws and regulations
- Ability to make complex mathematical calculations
- Familiar with PC windows based environment

Working Conditions

- Primarily indoors in a climate controlled environment
- Subject to frequent interruptions
- Subject to frequent change in work priorities
- Occasionally works hours beyond normal scheduled workweek
- Occasional out-of-town travel to seminars or training workshops
- Occasional local travel to union meetings, The City departments, and training workshops

Physical Requirements

- Near vision, enough to read, write and review handwritten and machine generated documents, forms and etc.
- Speech and hearing enough to communicate clearly and distinctly in person and by telephone
- Arm and hand dexterity enough to use a keyboard, calculator and telephone

Evaluation Criteria

-Difficulty

This job requires the application of general knowledge of standard employee benefits practices, as well as payroll processing practices. The employee frequently works independently while performing assigned duties and responsibilities. Independent judgment is used to adapt work methods and address problems and to exchange information regarding work activities, policies and procedures. The employee must be able to organize and perform multiple work projects and activities, keep current on changing technology as well as changing legal requirements, and also to adapt to frequent changes in work priorities.

-Interpersonal Relations

The employee has some contact with outside service providers and consultants, collective bargaining representatives, active and terminated employees at all levels of The City organization to exchange information regarding work activities that may be controversial and/or confidential in nature. The use of persuasion, tact, and diplomacy are frequently necessary to attain understanding, cooperation, and to achieve the desired results.

-Supervision Given and Received

General assignments are received in verbal and written form from an immediate supervisor. Results desired are indicated in specific terms, with work methods left to the discretion of the employee. Work is reviewed in progress and upon completion for soundness of judgment and general effectiveness with respect to governing policies and procedures. Unusual problems and questions concerning work methods or activities are discussed with the immediate supervisor.