

STATE OF GEORGIA

GWINNETT COUNTY

**First Amendment to
City of Dacula Employment Agreement**

This First Amendment made and entered into this _____ day of _____, 2024 by and between the City of Dacula of Georgia, (a Georgia municipal corporation, (hereinafter called "Employer") and Brittini Nix (hereinafter called "Employee");

WHEREAS, the Employee serves as City Administrator; and

WHEREAS, the Employee and City wish to document and memorialize the Employee's upcoming maternity leave and to provide for her to work from home, at her request, to further the efficient operations of the City;

NOW THEREFORE, in consideration of the mutual promises and benefits outlined herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: Maternity Leave

The Employee and City hereby agree to the following terms to supplement and modify the City's family and medical leave policy and to provide terms for the Employee to work from home: For the first two weeks of her maternity leave, Employee will not be obligated to perform any work activities. Employee shall use accumulated sick leave for this first two week period. Thereafter, Employee agrees to work from home for up to three (3) days per week for a period of eight (8) weeks. This eight week work from home period may be extended for up to four (4) additional weeks by approval of the Mayor. At the end of this temporary work from home period, Employee shall return to regular, in person attendance for work. In the event of any variation between the terms of the City's Employee Handbook and this First Amendment, then the terms of this First Amendment shall control.

Section 2: Compensation

Employee shall receive her regular salary paid during her maternity leave.

Section 3: Separation from Employment

Should the Employer terminate this Agreement without cause or eliminate the Employee's position, Employee shall be entitled to receive severance compensation in the sum equal to one month's pay for each fully completed year of service with the City.

Section 4: General Provisions

- A. Except as amended herein, the rest and remainder of the original Agreement between the parties shall continue in full force and effect.
- B. The parties agree that the intention of maternity and parental leave is to provide care and bonding time with a child during the first 12 months of the birth of a child. The parties agree that the terms outlined in this First Amendment conform to the applicable provision of State and Federal law regarding family and parental leave, including but not limited to FMLA and

PWFA. The parties agree that the terms outlined herein represent a reasonable accommodation to the Employee and that these terms have been mutually agreed upon after an interactive process with input from both parties.

Executed as of the date written above

Employer:

Employee:

Mayor, Hugh D. King, III

Brittini Nix

[SEAL]