

NORTH CAROLINA
STOKES COUNTY

COUNTY MANAGER
EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this ___ day of November, 2021, by and between the County of Stokes, (the “County”), Employer; and Shannon Shaver (“Shaver”), Employee;

RECITALS:

1. The County is a body politic organized and existing under the laws of the State of North Carolina, and duly authorized to enter into this employment contract; and
2. Shaver has been serving as Interim County Manager since August 21, 2021; and previously served as Assistant County Manager since December 29, 2018; and
3. County desires to enter into an employment contract with Shaver under the terms of which Shaver would serve as County Manager for Stokes County for the period beginning November 22, 2021 and extending through November 30, 2026; and
4. Shaver has agreed to serve as County Manager for Stokes County in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

5. The County hereby employs Shaver as Stokes County Manager, and Shaver hereby accepts said employment, and agrees to perform the duties of County Manager as specified in North Carolina General Statute 153A-82, which is incorporated herein by reference and made a part of this Contract.
6. It is understood and agreed that this employment is a full time obligation; and that Shaver will not pursue any other employment during the term of this Contract without the written consent of the Stokes County Board of Commissioners.
7. The term of this contract begins on November 22, 2021, and ends on November 30, 2026. During the contract period, Shaver shall serve at the pleasure of the Stokes County Board of Commissioners; and Shaver’s employment may be terminated at any time subject to the terms and conditions set forth in this Contract. In the event that the County elects to terminate Shaver’s employment without cause prior to November 30, 2026, Shaver shall continue to receive the compensation and benefits set forth in this Contract for the remaining portion of the contract. For purposes of complying with this paragraph, the unencumbered fund balance of Stokes County shall be available and authorized for payment of salary and benefits due to Shaver.

8. In the event that Shaver should voluntarily resign her position as County Manager, she shall give the County not less than thirty (30) days written notice. During this notice period, Shaver shall, at the option of the Board of County Commissioners, continue to work in the capacity of County Manager with the benefits of her existing compensation. Upon the termination of Shaver's employment by reason of voluntary resignation, she shall receive no further compensation or benefits under this Contract.
9. In the event that Shaver becomes permanently disabled because of sickness, accident, injury, mental incapacity or other health related issue, and is unable to continue to perform the duties of the position of County Manager; the Board of Commissioners shall have the option of terminating this Contract, and Shaver shall receive no further compensation or benefits under this Contract after the date of termination.
10. The County shall have the right to terminate Shaver's employment for cause, which shall be effective immediately, and Shaver shall be entitled to no further compensation or benefits under this contract after the date of termination. "Cause" is defined herein as: insubordination, conviction of a felony, consumption of alcohol or controlled substances on County property during employment, intoxication on County property during employment, theft, embezzlement, assault on a co-worker, and sexual harassment.
11. Shaver shall receive annual compensation in the amount of \$105,821.00 for her services as County Manager during the term of this contract. Compensation shall be paid monthly on the same schedule as payment to other County employees. Shaver shall also be entitled to cost of living increases to her salary as may be approved by the Board of County Commissioners for all County employees. Shaver shall also receive such other benefits from her employment to the same extent as regular County employees. The compensation stated herein is based on the recommended salary study range.
12. Shaver shall communicate with the Stokes County Board of Commissioners and accept directives therefrom primarily through the Chairman of the Board, though all Commissioners shall have the right to communicate with the Manager. Notwithstanding the foregoing, in the event there is a conflict between the communications or directives of the Chairman of the Board and another Commissioner, Shaver shall be entitled and instructed to rely on and accept the communications and directives of the Chairman.
13. This Contract may not be amended or modified except by written amendment approved by Shaver and the Stokes County Board of Commissioners, and signed by Shaver and the Chairman of the Stokes County Board of Commissioners.
14. This Contract shall be interpreted under the laws of the State of North Carolina; and it is agreed and stipulated that jurisdiction under this contract shall be exclusively in the General Court of Justice in Stokes County, North Carolina.

IN WITNESS WHEREOF, the County of Stokes has caused this Contract to be signed and executed in its behalf by its Chairman of the Board of Commissioners and duly attested by

its Clerk to the Board, and Shaver has signed and executed this Contract, both in duplicate originals, the date first written above.

County of Stokes

By: _____
Andy Nickelston, Chairman
Board of Commissioners

ATTEST:

Amber Brown
Clerk to the Board

(COUNTY SEAL)

Shannon Shaver

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Approved as to form and legal sufficiency.

Stokes County Attorney