

THIS AGREEMENT, made and effective into as of the ____ day of ____, 2012, by and between the **TOWN OF BAILEYTON TENNESSEE**, a municipal corporation, (hereinafter referred to as "the Town"); and _____ (hereinafter referred to as "Mr. _____").

WHEREAS, the Town is in need of a quality operator in their Wastewater Treatment Department;

WHEREAS, the current Wastewater Treatment Operator has left the Town's employment;

WHEREAS, the Town would like to employ an individual for a period of one year in order to determine if they are capable of operating the Town's wastewater treatment plant, a highly regulated facility which must be operated to exact regulations as required by state, local, and federal agencies.

NOW, THEREFORE, for and in consideration of the mutual promises and the benefits to be derived therefrom, the Town and Mr. _____ agree as follows:

1. Employment. The Town hereby appoints and employs Mr. _____ as its Wastewater Treatment Operator, and Mr. _____ accepts such appointment and employment.

2. Term. The employment of Mr. _____ will continue for one year, concluding on _____, 2013 unless otherwise agreed to by both parties.

3. Duties. Mr. _____, as a full time employee of the Town, will discharge and perform to the best of his ability the lawful duties and responsibilities of Wastewater Treatment Operator and perform such other duties as instructed by the Mayor.

4. Subject to Personnel Rules and Regulations. Mr. _____ shall perform his duties subject to the *Personnel Rules and Regulations* of the Town of Baileyton, except that *Section 5*, or any other part pertaining to hiring, discipline, or dismissal, shall not apply.

5. Benefits. Mr. _____ shall be granted the same benefits given to other full-time employees of the Town.

6. At-Will Employment. Mr. _____ shall be considered an at-will employee and may be dismissed at any time by the Mayor. Mr. _____ shall have no expectation of a property right during the duration of this Agreement.

7. Certification. Mr. _____ shall hold the proper certification(s) required by law to operate the wastewater treatment plant, and he will maintain his certification during his employment by the Town. If his certification is revoked or he otherwise loses his status as a certified wastewater plant operator, this contract will automatically terminate.

8. Resignation. Should Mr. _____ elect to resign his employment, he will give the City at least fourteen (14) days' notice of his intention to do so.

9. Miscellaneous. (a) The parties by mutual written agreement may amend any provision of this Agreement during its term. Any such amendments shall be incorporated into and made a part of this Agreement.

(b) This Agreement will become effective upon its execution by each party following its approval by the Town's Board of Mayor and Aldermen.

(c) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

IN WITNESS WHEREOF, the parties have affixed their respective signatures as of the day and year first above written.

Mayor

Date

City Recorder

Date

Mr. _____

Date