



# Etheridge Shire Council

## Career Development Agreement





# ETHERIDGE SHIRE COUNCIL CAREER DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is made on the \_\_\_\_ day of ....., 2021.

**BETWEEN**       **ETHERIDGE SHIRE COUNCIL (ABN 57 665 238 857)** of St George Street, Georgetown in the State of Queensland ("**the Council**")

**AND**               \_\_\_\_\_ of \_\_\_\_\_ ("**the Career Development Program holder**")

## **INTRODUCTION**

Council is offering a variety of opportunities for those starting or developing their respective career path. This may be in the form of new or retraining and workshops with a view to support and develop the careers of local residents by ensuring they have the required skills to succeed in their chosen field.

It is proposed to run four (4) rounds of applications throughout the financial year.

The total allocation for each round will be up to a maximum of \$3,500.

Council is targeting particular courses as employees in fields that are in short supply throughout Local Government in Queensland, particularly within the Etheridge Shire. It is hoped that Council's Career Development Program will assist in retaining local residents being upskilled and enhance their career opportunities in the local area.

To be eligible for career development support, the applicant needs to maintain their residency in the Etheridge Shire.

**NOW IT IS AGREED** as follows:

### 1.       **INTRODUCTION**

The parties agree that the matters referred to in the Introduction are true and correct and form part of this Agreement.

### 2.       **INTERPRETATION & DEFINITIONS**

#### 2.1       **Definitions**

In these terms and conditions unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

**"this Career Development Agreement"** means to establish a system of awarding financial support plus the terms, representations or understandings set out herein and applicable during the whole of the Career Development Term.;

**"Commencement Date"** means the commencement date specified in Item C of the Schedule;

**"Council"** shall mean Etheridge Shire Council

**"Principal"** shall mean Etheridge Shire Council

**"Schedule"** means the Schedule attached to this Agreement;

**“Career Development Program Holder”** means (name of career development program holder) of address;

## **AGREEMENT FOR SERVICES**

### **3.1 Agreement**

The total allocation for each round will be up to a maximum of \$3,500.

The funds of the Career Development can be used in any way that the career development program holder deems fit to help them in completing their studies, short course and/or workshop, subject to the terms and conditions as set out below in Clause 3.3

### **3.2 Term**

- (a) This Career Development Agreement shall commence on *Date.....* 2021 and shall continue for a period of up to one (1) year from that date or until this Career Development Agreement is otherwise terminated by either party in accordance with this Agreement.

### **3.3 Terms and Conditions**

1. The funds of the Career Development program can be used in any way that the applicant deems fit to help them in completing their course.
2. The applicant must advise Council immediately if they wish to change the studies/short course/workshop undertaken in their course.
3. The applicant will need to maintain their residency in the Shire throughout the program. The student must advise Council immediately if there are changes to their residency status.
4. Either the student or Council may give written notice at any time to cancel the Career Development Agreement. A minimum of four (4) weeks' written notice is required. Council is not obligated to provide payment for any further education being undertaken at the date of termination of the Agreement, and which are later satisfactorily completed.
5. By signing a Career Development Agreement, the applicant will agree for Council to obtain and publish general information about the applicant and their Career Development program. The information will generally be regarding the allocation of the Career Development program, the progress of the applicant's studies including the attainment of awards. The information may be displayed in internal and external publications, such as newsletters and media articles.

## **TERMS OF PAYMENT**

### **4.1 Payment**

The total allocation for each round will be up to a maximum of \$3,500.

In order to claim payment, the applicant will need to provide proof of registration and proof of course with any certificate of completions to be submitted to the Human Resources section of Council.

## **TERMINATION**

### **5.1 Termination by Notice**

Either the Career Development Holder or Council may give written notice at any time to cancel the Career Development Agreement. A minimum of four (4) weeks' written notice is required. Council is not obligated to provide payment for any further education being undertaken at the date of termination of the Agreement, and which are later satisfactorily completed.

## **NOTICES**

### **6.1**

Any notice required to be given by one party to the other party under this Agreement shall be deemed to be duly given if sent by ordinary prepaid post to the other party at the address referred to in this Agreement or the other address (if any) notified by the other party to be the address for service of notices and service shall be deemed to have been effected upon the expiration of the second business day after posting.

**EXECUTED as an Agreement**

**BY ETHERIDGE SHIRE COUNCIL**

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\_\_\_\_\_  
Chief Executive Officer

This                    day of  
2021 in the presence of:

**SIGNED SEALED and by execution  
hereof DELIVERED** by the said

)  
)  
)  
)  
)

\_\_\_\_\_  
\_\_\_\_\_

of  
This                    day of                    2021  
in the presence of:

**SCHEDULE "A"**

<b>Item A</b>	Career Development Program Holder Name <b>("Career Development Program Holder")</b>  Career Development Program Holder Address	
<b>Item B</b>	Commencement Date <b>("Commencement Date")</b>	..... 2021
<b>Item C</b>	Term of Career Development Program Agreement <b>("Term of Career Development Program Agreement")</b>	One (1) year expiring on ..... 2021
<b>Item D</b>	Payment	The total <b>annual Career Development Program amount</b> will be divided over the two (2) semesters of the year (if applicable). Accordingly, the student will be entitled to 50% of the agreed payment at the end of each semester (if applicable), provided that each unit of the semester is successfully completed. (Refer to Clause 4.1)
<b>Item F</b>	Conditions of the Career Development Program	Refer to Clause 3.3, 3.3.1