REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA10/3

<u>TITLE:</u> <u>Teachers Employed by the Catholic Education Office,</u> Diocese of Parramatta, Enterprise Agreement 2009

I.R.C. NO: IRC9/2011

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NEW AGREEMENT OR

VARIATION: Replaces EA05/331.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all teachers employed by the Catholic Education Office, Diocese of Parramatta, who fall within the coverage of the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2004.

PARTIES: Catholic Education Office - Diocese of Parramatta -&- the New South Wales Independent Education Union

TEACHERS EMPLOYED BY THE CATHOLIC EDUCATION OFFICE, DIOCESE OF PARRAMATTA, ENTERPRISE AGREEMENT 2009

Arrangement



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1. PARTIES TO VARIATION AGREEMENT

This Enterprise Agreement for Teachers Employed by the Catholic Education Office, Diocese of Parramatta (the "Enterprise Agreement") is made between the Diocese of Parramatta (the Diocese) and the New South Wales Independent Education Union (the "IEU") a registered organization of the employees.

2. SCOPE OF AGREEMENT

This Enterprise Agreement shall apply to teachers employed by the Diocese at or after the registration of this Enterprise Agreement.

3. CATHOLIC ETHOS

The parties acknowledge the need for teachers to support the ethos and philosophy of Catholic education which operates in the Diocese.

4. AWARD

Except as provided by this agreement, the conditions of employment of teachers by the Diocese will be in accordance with the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2009 (the "Award"). It is agreed that the Award and this Enterprise Agreement are complemented by the Work Practices Agreement 2009.

5. OBJECTS OF THE AGREEMENT

In reaching this Agreement, the parties have recognised:

- the need to safeguard the quality of schooling in the Diocese and the public perception of it;
- a mutual responsibility to protect, develop and enhance Catholic education within the Diocese;
- the autonomy and authority of the Diocese, as well as the professional standing of the teaching staff in the Diocese;
- the variety of managerial and educational arrangements that exist requiring flexibility, in the application of regulations that govern employment practices in the Diocese;
- the need to maintain a working environment in which education can be provided in harmony with the Diocese's philosophy;
- the strategic intent of the Diocese to provide quality Catholic schooling, improving the learning outcomes for all students and promoting a professional and rewarding working life for teachers;
- the need to facilitate ongoing collaboration between the Diocese and the Independent Education Union in pursuit of these objects.

6. FLEXIBILITY IN SCHOOL DAY

The parties are committed to positively considering flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs. Agreement would be made (for particular schools or groups or groups of schools) and would reflect the outcomes of discussions involving the relevant members of the school and Diocesan communities.

- A principal in order to maximise student course choice may make provision for the timetabling of certain classes beyond core timetabled hours.
- Meaningful consultation between the teacher and the principal will occur prior to 'flexible hours' commencing. Consultation will include a consideration of the following:
 - carers' responsibilities and domestic arrangements, and
 - courses offered by schools or clusters, and
 - equity of workloads for all staff members.
- In considering the proposal, equity for all staff should be maintained.
- All class time programmed as part of 'flexible hours' is counted within the 20 hours per week teaching time. A teacher working beyond core timetabled hours shall be entitled to an equivalent period of time off in lieu this time.
- The arrangement may differ between teachers and would usually include late start and/or early finishes or other arrangements may be agreed between the teacher and the principal.
- This arrangement and its duration will be confirmed in writing.
- Occupational Health & Safety will be adhered to when making arrangements.

If either party believes the proposed variation in work organisation is in conflict with these provisions, they may raise these matters with the Catholic Education Office or the NSW/ACT Independent Education Union.

7. FLEXIBILITY IN SCHOOL YEAR

The Diocese has indicated that it wishes to explore flexibility in the school calendar year to meet student needs, particularly in relation to HSC students and the September/ October pupil vacation period. The parties have agreed to consider arrangements which may be proposed for particular schools or groups of schools. Such proposed arrangements would reflect the outcomes of discussions involving the relevant members of the school and Diocesan communities. Teachers involved in this arrangement who work normal pupil vacations will receive time off in lieu at some other time of the year.

8 SATISFACTORY ONGOING PERFORMANCE

All staff are expected to have an ongoing learning and development plan as a normal part of their work, and to discuss and agree these plans with their supervisor. Performance in a role is deemed to be satisfactory unless and until a staff member is informed otherwise. Normal application of Parramatta CEO policies apply (performance and discipline management, grievance) when satisfactory performance is under question.

9 SUPPORT FOR BEGINNING TEACHERS

The Diocese is committed to supporting teachers in their first and second year of teaching and will provide additional staffing as outlined in the *Work Practices Agreement 2009*.

10. JOINT UNION PROJECT

As agreed in EAV456/94, provision of \$100,000 per year is made to an initiative which will enhance the professional, organizational and/or industrial practices within Diocesan schools.

In 2000 it was agreed that school assistant support would be provided for teachers with kindergarten classes with over 26 pupils. It is acknowledged that support for Stage 1 classes has been further enhanced by the Catholic Education Office in subsequent years.

11. OCCUPATIONAL HEALTH & SAFETY

The parties recognise the joint responsibility of management and staff to promote occupational health and safety in the work place.

The Catholic Education Office is responsible for providing a healthy and safe working environment and establishing and maintaining procedures that prevent work-related accidents and illnesses.

Teachers, while at work, are responsible for complying with established procedures that enhance the health, safety and welfare of staff, students and visitors -to the school site.

The Catholic Education Office is committed to establishing and maintaining consultation mechanisms and risk management processes as outlined in the *Occupational Health and Safety Policy 2009* and the system resource *OHS Online*..

12. PROMOTION POSITIONS

The promotion positions in schools operated by the Diocese will be set out in Attachment A to this Agreement.

13. RELIGIOUS EDUCATION CO-ORDINATORS

The conditions of appointment and employment of Religious Education Co-ordinators in schools operated by the Diocese will be as set out in Attachment B to this Agreement.

14. ASSISTANT PRINCIPAL SALARY - MULTI CAMPUS COLLEGES

In multi-campus colleges the assistant principal salary is according to the total enrolment of the college

15. LEARNING TECHNOLOGIES ALLOCATION

A staffing allocation is provided to support the introduction of learning technologies in schools. In 2000 it was agreed that the allocation be used to introduce Learning Technologies Coordinators.

The Learning Technologies Coordinator ("LTC") is a

- 1 point coordinator position in primary schools with enrolments from 601-700
- 2 point coordinator position in primary schools with an enrolment of 701 pupils or above
- 2 point coordinator position in secondary schools with an enrolment greater than 701 pupils

The role exists to support schools meet the emerging needs in relation to the impact of learning technologies on contemporary schooling.

The LTC will have a range of duties depending on the defined school needs and time release provided. These duties will be drawn from planning and evaluation, design of school based management plans for learning technologies, professional development of staff, and management of school based plans.

The remuneration and release time will be in accordance with the current agreement for coordinator positions in schools.

Appointments may be made for up to three (3) years.

The parties agree to continue discussions as to how this allocation may best support the development of learning technologies.

16. LONG SERVICE LEAVE

Long Service Leave provisions apply according to clause 13 of the *Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta)*[State] Award 2009, except as varied by the provisions of this clause.

16.1 Short Blocks

After the completion of five years service access to periods of long service leave of less than one term may be requested and granted at the discretion of the Executive Director of Schools or his/her nominee subject to the following provisions.

- (i) this would normally be granted provided it takes into account professional obligations
- (ii) it is granted for four periods only within a given school year
- (iii) other than for a single day, it is not in the first four weeks of a school year
- (iv) two school terms notice will be required for leave in excess of five weeks duration; four weeks notice will be required for leave of between one and five weeks duration; and a period of notice reasonable in the circumstances of the case will be required for leave of up to one week;
- (v) for the purposes of (ii), it is understood that leave requested in two separate terms but not for the full term in either case will be considered as two short blocks of leave.

16.2. Half Pay

A teacher may elect to receive long service leave payments at half pay for the period of leave. The parties understand that 'half pay' means that over the course of a fortnight; a teacher will

receive one week of paid long service leave, followed by one week of leave without pay (LWOP). For this reason, this option is available only in fortnightly units, with one or more full weeks of paid leave being treated as one or more full fortnights at half pay. The period of LWOP will not be deemed as service for the purposes of this enterprise agreement, the Award (as amended or replaced) or any statutory entitlement.

16.3. Part-time teachers - Casual Work

A part-time teacher may work casually while on long service leave from part-time employment by the Catholic Education Office, Diocese of Parramatta,, providing s/he does not work on the days which would otherwise form part of the rostered days for that same part-time employment.

16.4 Payment in Lieu of Long Service Leave

Where a teacher has an entitlement to long service leave and takes leave in accordance with the NSW Long Service Leave Act (that is, at least for a month) the teacher and the employer may agree that, in addition to payment for the long service leave taken, the teacher may be paid an amount in lieu of any additional long service leave accumulated by the teacher.

Any payment arising from the conditions applicable in this subclause will be paid by the employer upon the commencement of the teacher's long service leave.

17. SALARY PACKAGING

In regard to subclause 4.12 of the Award where the employer offers and a teacher elects to receive his or her annual remuneration as a combination of salary (payable fortnightly) and additional superannuation, the additional superannuation is payable to any eligible superannuation fund identified by the Award and nominated by the teacher.

18. REDEPLOYMENT

In the event of a teacher staffing reduction in a particular school and the necessity to relocate teachers, the Redeployment Agreement – Teachers, 2008 shall form the basis of addressing such situations.

19. JOB SHARE REQUESTS

Where teachers request part-time work through the formation of a job share arrangement, the request will be considered according to the provisions of the *Job Share Policy and Procedures 2009*.

20. EMPLOYEE ASSISTANCE PROGRAM

The Independent Education Union acknowledges that the Diocese provides free, confidential short term counselling to all employees who have a work related or personal problem through the Employee Assistance Program conducted by *Access*. This program will be available to all system employees throughout the duration of this agreement.

Employees may contact Access directly to find out more information or to make an appointment. Access may be contacted on 1800 818 728 or 9283 5588 during office hours. The Access website address is www.accesspl.com.au. Further information can be obtained in confidence from each school principal or the Team Leader, Employment Relations.

21 DURESS

This enterprise agreement was not entered into by either party under duress from the other party or any other person or persons.

22. TERM

This agreement will operate from the first pay period to commence on or after the date of approval at the NSW Industrial Relations Commission and shall remain in force for a period of three years.

(Signed) Mr-Gregory B Whitby Executive Director of Schools

Diocese of Parramatta

(Signed) Mr Richard Shearman

General Secretary

N.S.W. Independent Education Union

PROMOTION POSITIONS IN THE DIOCESE OF PARRAMATTA

1.0 STATEMENT OF PRINCIPLES

This Attachment varies clauses 5.4, 5.5 (c) and 5.6 of the Award.

To meet the changing educational and pastoral needs of students the concept of flexibility needs to underpin the determination of promotion positions within a given school.

Staff who undertake extra responsibilities above a normal teaching load need to be justly compensated for these duties. Accordingly, the determination of promotion points will be guided by the concept of equitable workloads and levels of responsibility.

While final decisions on the allocation of promotion positions remain with the Principal, consultation processes need to be established to include staff and executive.

2.0 POINTS CONVERSION AND CHANGES IN DEFINITION

2.1 Positions currently nominated in the Teachers (Archdiocese of Sydney and Diocese of Broken Bay and Parramatta) (State) Award will be allocated points as follows:

Special Projects Teachers	(1 point)
Co-ordinator 1	(1 point)
 Co-ordinator 2 	(2 points)
Co-ordinator 3	(3 points)

3.0 POSITIONS AND DEFINITIONS

3.1) Special Projects Teacher

A Special Projects Teacher means a teacher appointed as such who is responsible for developing and implementing outstanding teacher practice and leadership with particular reference to the performance and quality of teachers in the school or who is required to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.

3.2a) Co-ordinator, 1 - Secondary

A "Co-ordinator 1 in a Secondary school means a teacher appointed to be responsible for:

- i) an area of curriculum; and/or
- ii) pastoral care; and/or
- iii) support and provide supervision for those responsible for the teaching and implementation of programs, and/or
- iv) other duties as determined by the Principal.

3.2b) Co-ordinator 1 - Primary

A "Co-ordinator 1" in a Primary school means a teacher appointed to be responsible for:

- i) an area of curriculum; and/or
- ii) an identified program in the school;
- iii) other duties as determined by the Principal.

3.3a) Co-ordinator 2 - Secondary

A "Co-ordinator 2" in a Secondary school means a teacher appointed to be responsible for:

- i) co-ordination of the program of work in area(s) of curriculum; and/or
- ii) co-ordination of pastoral care or other programs; and/or
- iii) support and provide supervision for those responsible for the teaching and implementation of programs;
- iv) other duties as determined by the Principal.

3.3b) Co-ordinator 2 - Primary

A "Co-ordinator 2" in a Primary school means a teacher appointed to be responsible for:

- i) the co-ordination of identified curriculum area(s); and/or
- ii) the co-ordination of identified program(s); and/or
- iii) the support and supervision for those responsible for the teaching and implementation of programs;
- iv) other duties as determined by the Principal.

3.4a) Co-ordinator 3 - Secondary

A "Co-ordinator 3" in a Secondary school means a teacher appointed to be responsible for:

- i) the co-ordination of area(s) of curriculum an/or pastoral care or any program(s) as determined by the Principal; and/or
- ii) the support and supervision of those responsible for the co-ordination of subject areas; and/or the co-ordination of programs;
- iii) other duties as determined by the Principal.

3.4b) Co-ordinator 3 - Primary

A "Co-ordinator 3" in a Primary school means a teacher appointed to be responsible for:

- i) the co-ordination of curriculum and any program(s) as determined by the Principal; and/or
- ii) the support and supervision for those responsible for the teaching and implementation of programs; and/or
- iii) the support and supervision of those responsible for the supervision of teaching and programs implementation;
- iv) other duties as determined by the Principal.

4.0 The Diocese will allocate points according to the following tables:

4.1 Points Allocation

The Diocese will allocate promotion points to secondary schools in accordance with the points table set out in clause 5.5 (b) of the *Teachers (Archdioceses of Sydney and Dioceses of Broken Bay and Parramatta)*[State] Award 2009.

For schools with enrolments beyond 1300 or involved in a multi-campus complex, the number of promotion points beyond 36 will be determined on an individual basis after negotiation with the IEU.

4.2 Points Allocation - Primary Schools

Enrolment at previous year's census date	Points, including Learning Technologies
1 - 100	-
101 - 350	3
351 - 500	5
501 - 550	6
551 - 600	7
601 - 700	8
701 - 800	10
801+	12

4.3 Where the needs of a single campus secondary school indicate it is appropriate, the Diocese may, appoint a second Assistant Principal following normal consultation process outlined in 6.0 below. In these cases, three points from the school's allocation of points will be put towards the second position of Assistant Principal.

The decision regarding an additional Assistant Principal rests with the Diocese.

5.0 RATIONALE FOR REDISTRIBUTION OF PROMOTION POINTS

The restructuring of promotion positions will have regard for:

- (i) nature and pattern of enrolments;
- (ii) actual and future school and pupil needs;
- (iii) curriculum structure and requirements;
- (iv) Board of Studies requirements;
- (v) the results of a school's involvement in the Diocesan School Development Program;
- (vi) sound management/ organisation practices;
- (vii) the need to recognise and remunerate added responsibility and work in curriculum, pastoral and administrative leadership;
- (viii) the provision of career paths for teachers;
- (ix) any other matter consistent with the identified needs of the school, including change in school structures.

6.0 CONSULTATION PROCESS

Restructuring proposals shall be discussed with the whole staff with reasonable opportunities for examination and response. Any proposal which might affect adversely an incumbent shall be accompanied by the rationale for the proposal. A teacher affected shall have the opportunity to discuss this with the principal and may refer the matter to the IEU. Nothing in this agreement shall prevent the IEU or the Diocese from jointly considering and dealing with such a matter.

A teacher adversely affected by redistribution shall be given no less than a full term's notice. A teacher who loses a position as a result of restructuring will be given 12 months' notice or continue to be paid the allowance for one full year, (or paid the difference between the old and new allowance for one full year, where applicable).

The ultimate decision for the allocation of all promotion positions, apart from the positions of Assistant Principal and Religious Education Co-ordinator which are Catholic Education Office appointments, will rest with the Principal.

7.0 APPOINTMENT PROCEDURES

Positions will normally be advertised and appointments will be made through a panel process. Appointments will be made on the basis of merit and suitability. The process will incorporate principles of equal employment opportunity and affirmative action strategies. Appointees will be provided with a letter of appointment detailing tenure, role description and professional expectations.

8.0 PERIOD OF APPOINTMENT

- 8.1 Normally appointments to promotion positions are ongoing in nature, other than for those to the position of Special Projects Teacher or the position of Learning Technologies Co-ordinator..
- 8.2 Where genuine reasons for temporary appointments exist, such as the situations listed in clause 2 (e) of the Award, a temporary appointment to a co-ordinator position may be made for a period of time consistent with that clause.
- 8.3 Special Project Teacher appointments would normally be for one year.
- 8.4 Learning Technologies Co-ordinator appointments are made for up to three years and may be renewed for subsequent periods of three years.

9.0 INDUCTION

Each teacher appointed to a promotion position will be inducted into that position by the Principal or Principal's delegate. The Catholic Education Office will enter into discussion with the IEU regarding induction processes.

10.0 EQUITABLE WORK LOADS

Where there is a program of work in an area of instruction in a secondary department, the hours of which aggregate more than 54 hours per week averaged over the school year, a teacher will ordinarily be appointed to co-ordinate such area of instruction. Such a position shall attract a minimum of 2 points.

In determining an area of instruction an employer may aggregate two or more subjects to comprise an area of instruction (KLA). However, the total hours of aggregated instruction in the area of instruction that involves more than one subject shall not exceed 108 hours per week, averaged over the school year. Where hours per week exceed 108 the area of instruction shall attract a minimum of 3 points.

There is no requirement to appoint a teacher to a 3-point position; the position could be filled by appointing a 2-point co-ordinator assisted by a 1-point co-ordinator.

Any proposal to vary the above arrangements for an individual school would have to be agreed between the CEO and the IEU prior to implementation and following IEU consultation with members.

11.0 SATISFACTORY PERFORMANCE

- 11.1 Each teacher in a promotion position will participate in an ongoing learning and development process with either the Principal or the Principal's delegate according to procedures to be agreed between the Diocese and the IEU.
- 11.2 The above procedures will not prevent the Executive Director of Schools or a Principal in consultation with the Executive Director of Schools instituting a grievance procedure for an appointee whose performance is considered sufficiently unsatisfactory to warrant such action.

12.0 SUMMARY DISMISSAL

The foregoing shall not affect the right of the employer to remove a teacher summarily from a promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.

13.0 Not withstanding as above, the IEU and Catholic Education Office may vary practice to suit the particular needs of a given school.

RELIGIOUS EDUCATION CO-ORDINATORS CONDITIONS OF APPOINTMENT AND EMPLOYMENT

INTRODUCTION

While each member of staff shares in the responsibility of creating and participating in the prayer and liturgical life of the school, the Religious Education Co-ordinator holds a central leadership place in the school community and in promoting the mission of the church.

The Religious Education Co-ordinator has a specific responsibility for learning programs, resources and the professional development of staff in order to enhance the quality of teaching and learning in Religious Education.

1.0 Religious Leadership and the Religious Education Co-ordinator

- 1.1 Prime responsibility for religious leadership in the school-rests with the Principal.
- 1.2 The Religious Education Co-ordinator is a member of the School Executive who assists and supports the Principal in this ministry of leadership.
- 1.3 The Religious Education Co-ordinator has a leadership role in the co-ordination of faith formation within the school and of the formal Religious Education curriculum.

2.0 Selection of Religious Education Co-ordinators

2.1 Criteria for Selection:

A Religious Education Co-ordinator will:

- 2.1.1 be a practising Catholic with an appreciation of the Catholic tradition and an awareness of its contemporary expression.
- 2.1.2 be committed to Catholic Education and the Mission of the Church and have a sound knowledge and understanding of Religious Education principles and practices.
- 2.1.3 have a demonstrated potential to assist in promoting the religious dimension of the Catholic School.
- 2.1.4 have a capacity to develop and maintain school-parish links and school-family links in relation to faith development.
- 2.1.5 be classified as four (4) year trained. If Award requirements are not met fully, consideration may be given for eligibility provided four years of professional training is in evidence. This will not effect classification.
- 2.1.6 have at least five (5) years successful teaching experience in Religious Education in schools or other relevant ministries such as Youth Ministry or Adult Faith Development.

- 2.1.7 in addition to being accredited, or being eligible for accreditation as a teacher of Religious Education in the Diocese of Parramatta, have an academic background in Scripture, Liturgy, Theology and Religious Education such as a Graduate Diploma in Religious Education, Bachelor of Theology etc.
- 2.1.8 be familiar with current thinking in Religious Education and have a demonstrated ability in Religious Education curriculum development and evaluation.
- 2.1.9 have effective leadership and administrative skills.
- 2.1.10 have the ability to contribute to and work in a team situation.
- 2.1.11 possess demonstrated effective interpersonal skills.

2.2 Selection and Appointment Procedures:

- 2.2.1 All Religious Education Co-ordinator positions are system appointments. Vacancies for these positions will be advertised and appointments made following recommendations submitted by the appropriate selection panel.
- 2.2.2 Panel for Primary and Secondary Religious Education Co-ordinators:
 - Principal
 - Parish Priest or Priest Co-ordinator
 - Head of School Services
 - Nominee of Team Leader, Religious Education
 - Community Representative
 - Personnel representative (facilitator)
- 2.2.3 Letter of Appointment

Appointees will be provided with a Letter of Appointment from the Catholic Education Office.

3.0 Formation and Professional Development

3.1 The formation of the Religious Education Co-ordinator is primarily the responsibility of the Principal with the support of the teaching educators in Religious Education and Learning Services, of the Catholic Education Office.

The Catholic Education Office will provide professional development meetings and programs specifically tailored to the requirements and needs of personnel in the role of Religious Education Co-ordinator. As well, incumbents are encouraged to attend inservice programs that are provided for leadership development and for ongoing education in Theology, Scripture and Spirituality.

4.0 Allowance for Religious Education Co-ordinators

- 4.1 The allowance payable for the position of Religious Education Coordinator will be based on the existing promotion position structure of Co-ordinator 1, Co-ordinator 2 and Co-ordinator 3.
- 4.2 The position of Religious Education Co-ordinator will be assigned additional points by comparison with other Co-ordinator positions for the following reasons:
 - The Religious Education Co-ordinator is a member of the school executive.
 - The. Religious Education Co-ordinator facilitates and promotes the religious dimension across all Key Learning Areas.
 - The Religious Education Co-ordinator has a liaison role with the wider community.

4.3 Points Allocation

REC points are additional to the points described at Award 5.5 (b) (secondary) or Attachment A 4.2 (primary)

4.3.1 Primary Schools

Primary Enrolment	Points
1 - 200	2
201 - 350	2.5
351 - 750	3
751 +	3 plus an additional 1 point for the appointment of an Assistant Co-ordinator in Religious Education

4.3.2 Secondary Schools

Secondary	Points
Enrolments	
1 - 900	3
901 +	3
	plus an additional 1 point for the
	appointment of an Assistant
	Co-ordinator in Religious Education