



Office of
the Schools
Adjudicator

Determination

Case reference: ADA4727

Objector(s): A member of the public

Admission Authority: The academy trust for Hitchin Girls' School in Hertfordshire

Date of advice: 30 June 2026

Determination

In accordance with section 88H(4) of the School Standards and Framework Act 1998, I do not uphold the objection to the admission arrangements for September 2027 determined by the academy trust for Hitchin Girls' School.

The referral

1. Under section 88H(2) of the School Standards and Framework Act 1998 (the Act), an objection has been referred to the adjudicator by a member of the public (the Objector), about the admission arrangements (the Arrangements) for September 2027 for Hitchin Girls' School (the School, or HGS). The School is a non-selective single-sex academy for girls aged 11-18, located in Hitchin.
2. The Local Authority (LA) for the area in which the School is located is Hertfordshire County Council.
3. The LA is a party to this objection. Other parties to the objection are the academy trust for the School (the Trust) and the objector.
4. The objection is to the definition of 'member of staff' in the oversubscription criterion ('Rule 4'), which gives priority to the children of members of staff who are "directly employed by Hitchin Girls' School". The objector contends that this definition does not comply with the Code, for various reasons.

Jurisdiction

5. The terms of the academy agreement between the Trust and the Secretary of State for Education require that the admissions policy and Arrangements for the School are in accordance with admissions law as it applies to maintained schools.
6. These arrangements were determined under section 88C of the Act by the Trust, which is the Admission Authority for the school.
7. The Objector submitted their objection to the determined arrangements on 15 May 2026.
8. I am satisfied the objection has been properly referred to me in accordance with section 88H of the Act and it is within my jurisdiction.
9. It is not within my jurisdiction in this determination to consider whether the admission arrangements at any other schools are compliant with the Code, nor to consider the terms of employment that apply to staff employed by those schools or any other bodies.

Procedure

10. In considering this matter I have had regard to all relevant legislation and the Code.
11. The information I have considered in reaching my decision includes:
 - the objection dated 15 March 2026 and supporting documents;
 - a copy of the minutes of the meeting of the Admission Authority at which the arrangements were determined;
 - the determined Arrangements for 2027/28;
 - a response from the School to the objection and to my request for further information; and
 - information available on the LA website, websites associated with the School, and websites of gov.uk, including 'Get Information About Schools' (GIAS).

Background

12. The oversubscription criteria for the school, in the order that they are applied, can be summarised as follows:

Rule 1 : Looked after and previously looked after children.

Rule 2: Children with a particular social or medical need to attend the school.

Rule 3: Siblings living in the school's 'priority area' (PA).

Rule 4: Children of staff.

Rule 5: Girls living in the school's PA for whom the school is their nearest Hertfordshire maintained school or academy that is non-faith, non-selective and makes provision for children of the relevant gender.

Rule 6: Girls living in the school's PA for whom the school is not their nearest Hertfordshire maintained school or academy that is non-faith, non-selective and makes provision for children of the relevant gender.

Rule 7: Siblings living outside the school's PA.

Rule 8: Other children, on the basis of random allocation.

Priority within criteria 5 and 6 is determined by distance from the school.)

13. Rule 4 defines children of staff as follows:

"Children of permanent members of staff who are a) directly employed by Hitchin Girls' School and b) will have been employed at the school for a minimum of two years at the time the application is made for admission to the school or have been recruited to fill a vacant post for which there is a demonstrable skills shortage."

14. The Arrangements incorporate an explanatory note which clarifies this rule:

"For the purposes of satisfying these criteria, a member of staff is defined as a member of the full-time teaching staff, or of the part-time teaching staff with a 50% and above timetable, or a member of the full-time support staff (on a 38 week and above contract), or of the part-time support staff who work 50% and above as determined by their role (on a 38 week and above contract). A panel from the Governors' Admissions Committee will determine whether the member of staff meets the requirements for this rule.

This definition does not include contract staff or peripatetic staff employed by HCC.

The staff member must be:

- the child's parent by blood or adoption, or have legal parental responsibility for the child, OR
- cohabiting with one of the child's parents,

AND

have been living with the child in the same house Monday- Friday for a minimum of two years."

15. The School is part of the 'Hitchin Sixth Form Consortium' which provides education to sixth form students across three schools. The consortium's website describes the model as follows:

"The three Hitchin secondary schools, Hitchin Boys', Hitchin Girls' and The Priory are working together as a Sixth Form Consortium to enable over 860 students to have access to a wide range of academic and vocational courses."

16. I asked the School to explain more about how the consortium operates, including the employment, deployment and management of staff. I was supplied with the following statement:

"The Hitchin Schools Sixth Form Consortium operates as a partnership to provide a broad A-Level curriculum.

- Cross-site Delivery:

The main benefit of the consortium is in the provision of a curriculum of a breadth that simply would not be possible to achieve if we operated alone. In practice this means that students may find themselves being assigned a course which is delivered at a site other than their 'home school'. Therefore, for teaching staff it is common for them to deliver courses, at their home school site, to classes composed of their home school students with additional students from either of the other two consortia schools. This arrangement not only enables breadth of curriculum but also reduces the possibility of students being unable to access their desired courses due to clashes.

Some courses are joint-taught: this is particularly prevalent where there are fewer students selecting a subject as this enables schools to retain A-level delivery, with what would ordinarily be non-viable numbers. This also enables the schools to promote the delivery of A level to prospective staff making the job roles more

attractive. With joint-taught courses it is the students that move between the schools with the teaching staff from the 3 schools regularly communicating about the delivery of the courses and student progress, and this includes meeting in person on at least a termly basis. This also benefits all schools through the cross-organisation sharing of best practice.

In some cases, but very infrequently, a member of staff may be required to deliver a lesson at another school's site. However, due to the location of the 3 schools across Hitchin this is in reality only utilised in exceptional circumstances.

Through the arrangements outlined above teaching staff often form really effective relationships with their counterparts at other schools, providing a useful network for ongoing professional development and support.

[...]

- **Accountability and Quality Control:**

While HGS students may be taught by host teachers from other schools or at other schools, accountability remains with the employing school for professional conduct and performance management. However, quality control across the Consortium is managed through:

- Joint departmental meetings and shared curriculum planning.
- Consortium-wide monitoring of student progress and attainment.

- **Management:**

HGS leaders work closely with counterparts at partner schools to ensure the quality of education for HGS pupils, but HGS leaders do not have the legal power to manage or hold to account teachers employed by the other trusts in the same way they do their own direct employees.”

Consideration of Case

The Objection

17. The Objector has set out five detailed sections containing their reasoning as to why they contend that the definition of ‘member of staff’ in the Arrangements is in breach of the Code. I will provide the detailed content of these sections later in my determination. The headings of the sections set out by the Objector are:

1. Non-Compliance with Paragraph 1.39 of the School Admissions Code 2021

2. Breach of Paragraph 14: The "Consortium Paradox" and Failure of Objectivity
3. Breach of Paragraph 1.40: Unfairness in Prioritisation
4. Breach of the Public Sector Equality Duty (Section 149 Equality Act 2010)
5. Safeguarding and "Joint Agency" Implied Status

18. In considering the points made in the objection, I will refer to the five sections submitted by the Objector, as numbered above.

The statutory framework

19. I have determined that the following paragraphs of the Code are relevant to this objection:

Paragraph 1.9f states:

"It is for admission authorities to formulate their admission arrangements, but they **must not**:

[...]

f. give priority to children according to the occupational, marital, financial, or educational status of parents applying. The exceptions to this are children of staff at the school and those eligible for the early years pupil premium, the pupil premium and the service premium who may be prioritised in the arrangements in accordance with paragraphs 1.39 – 1.42"

Paragraphs 1.39 and 1.40 state respectively:

"Admission authorities may give priority in their oversubscription criteria to children of staff in either or both of the following circumstances:

- a. where the member of staff has been employed at the school for two or more years at the time at which the application for admission to the school is made; and/or
- b. the member of staff is recruited to fill a vacant post at the school for which there is a demonstrable skill shortage."

and

“Admissions authorities **must** specify in their admission arrangements how this priority will be applied, for example, which groups of staff it will apply to.

Paragraph 14 states:

“In drawing up their admission arrangements, admission authorities **must** ensure that the practices and the criteria used to decide the allocation of school places are fair, clear, and objective. Parents should be able to look at a set of arrangements and understand easily how places for that school will be allocated.”

Paragraph 1.8 states:

“Oversubscription criteria **must** be reasonable, clear, objective, procedurally fair, and comply with all relevant legislation, including equalities legislation.”

Section 1 of the objection

20. In this section, the objector states:

“1. Non-Compliance with Paragraph 1.39 of the School Admissions Code 2021

Paragraph 1.39 of the mandatory Code stipulates that priority may be given to children of staff where the member of staff has been "employed at the school" for two or more years. Hitchin Girls' School (HGS) has narrowed this statutory definition in its local policy to "directly employed by" the specific Academy Trust.

In the context of the Hitchin Schools Consortium, this is a restrictive and unfair interpretation. Under the Consortium's shared staffing model, teachers from partner schools deliver the core A-Level curriculum for HGS students, supervise HGS examinations, exercise a "Joint Agency" legal duty of care on HGS school trips, share intellectual property and coach HGS staff. To exclude such staff—who provide essential, long-term curriculum delivery—from the "staff" definition based purely on a payroll administrative label is a breach of the Code's intention.”

21. Having carefully read the Arrangements and compared their wording with that in paragraph 1.39 of the Code, it is clear to me that the Trust has not extended the priority given to children of members of staff beyond the extent permitted by the Code. The Arrangements make clear that the priority applies only to children whose parent meets specific criteria, which is not prohibited by the Code, and those criteria are set out clearly in the Arrangements to comply with the requirements of paragraph 1.40 of the Code. To that extent I am unable to see any obvious breach of paragraph 1.39 of the Code as alleged by the Objector.

22. Furthermore, in this section, the Objector appears to me to be asserting that the wording in Rule 4 must be a breach of the Code's intention because that is the conclusion

that must be drawn from the staffing and operational arrangements of the consortium. I do not consider that the Objector has put forward any legal argument or other meaningful evidence to support that assertion, and so I am not persuaded to agree with them.

23. Having considered the matters raised in this section, I am unable to conclude that there is any sound basis for upholding the objection.

Section 2 of the objection

24. In this section, the objector states:

"2. Breach of Paragraph 14: The "Consortium Paradox" and Failure of Objectivity

The Code requires admission arrangements to be "fair, clear, and objective." The HGS policy fails the test of objectivity by applying contradictory definitions to the Consortium:

- **For the purpose of "Prejudice" (Capacity):** HGS defines the school community broadly, including the 315+ Consortium Sixth Formers to argue that the school is physically "at capacity" and can deny places to local children.
- **For the purpose of "Priority" (Staff Benefits):** HGS defines the school community narrowly, excluding the very teachers who deliver the education to those same 315+ students.

An Admission Authority cannot logically or fairly rely on the existence of a Consortium to prove a "burden" (capacity constraints) while simultaneously denying the "benefits" (staff priority) to the teachers sustaining that Consortium. This "cherry-picking" of definitions creates an arbitrary and unfair policy framework."

25. I consider here that the Objector has misunderstood the concept of objectivity. An objective oversubscription criterion is one which does not rely on the subjective interpretation of an individual or individuals to make a decision without clear reference to an objective criterion or criteria. In this case, I consider the restriction of the priority to children of those directly employed by the Trust to be the very model of an objective criterion, on the grounds that it is quite clear whether a parent is directly employed by the Trust or not.

26. I consider the other arguments in this section to be either somewhat confused (in conflating the student community with the staff body), or circular in nature (essentially arguing that the reason a body must be acting unfairly is because it has created an unfair policy). I find myself in agreement with the School's response to this section, which states:

"Regarding the objector's claim of a Consortium Paradox, the school contends that:

- **Objectivity:** The definition is objective because it relies on a legal contract of employment with the Admission Authority itself.
- **Fairness:** It is not cherry-picking to distinguish between functional collaboration (the Consortium) and legal employment. While Consortium staff provide essential services, they are contractually and legally the employees of separate Admission Authorities (Hitchin Boys' School or The Priory)."

27. Having considered the matters raised in this section, I am unable to conclude that there is any sound basis for upholding the objection.

Section 3 of the objection

28. In this section, the objector states:

"3. Breach of Paragraph 1.40: Unfairness in Prioritisation

Under Paragraph 1.40, the school has elected to prioritise "Children of Staff" (Rule 4) over "Children in the Priority Area" (Rule 5). For this hierarchy to be "fair and objective" (Para 14), the definition of "Staff" must be robust and reflect the actual contributors to the school's success.

The current policy allows for the prioritisation of a staff member who may live outside the Priority Area and have zero curriculum impact (e.g., an HGS administrative assistant) over a Consortium teacher who lives **within the Priority Area** and has provided years of essential A-Level curriculum delivery for HGS. This creates a geographic and professional inequity that undermines local social cohesion and the "recruitment and retention" purpose of the Code."

29. In considering the matters of fairness and objectivity raised by the objector, I will also consider the rationale provided by the School for the definition of Rule 4 and whether, in my view, the definition of Rule 4 and its position in the list of oversubscription criteria are reasonable. This is because if a criterion appears to be in full compliance with paragraphs 1.39 and 1.40 of the Code, that does not mean it is automatically fully compliant with the broader requirements in the Code for it to be fair, objective and reasonable.

30. I asked the Trust for a rationale for their wording of Rule 4. They stated:

"This has been a long standing feature of our admissions rules primarily stated to address the issues around workforce shortage in the teaching profession by giving priority access to school places for individuals employed directly by the school. There is an accepted shortage of teachers in specific subject areas, for example mathematics, science and languages, though currently we are experiencing shortages across the workforce; a recent business leaders conference stated that secondary recruitment remained a challenge with recruitment rates 11%-14% below target.

Therefore, the rationale for the ability to offer a place to a more recently recruited post is simply an attempt to make vacancies at HGS as attractive as possible.”

31. In relation to the positioning of Rule 4 above Rule 5, I observe from information published on the LA’s website at [School admissions – previous years' statistics | Hertfordshire County Council](#), that in 2025 the last 19 offered places were offered under Rule 6, to children who lived in the priority area but for whom it was not their nearest school. In 2026, the last 28 offered places were offered under Rule 6, again to children who lived in the priority area but for whom it was not their nearest school.

32. Of course, the Objector is right in the sense that a higher priority for staff children leads to disadvantage for those who do not meet that criterion. However, arguably that is the whole point of the staff child criterion in the first place. From the data in the previous paragraph, I can see no evidence that this higher priority leads to a child living in the priority area being unable to attend their nearest school. Neither has any evidence been supplied to show that in the event that a child who falls under Rule 6 were to be displaced by a child admitted under Rule 4, they would be unable to attend a suitable school within a reasonable distance from their home.

33. I have also considered the Objector’s contention that “the definition of “Staff” must be robust and reflect the actual contributors to the school’s success” and that it is unfair to prioritise a child of an administrative assistant “who has zero curriculum impact” over an employee of a different school who delivers some lessons within the consortium. In so doing I will use the term ‘contractor’ to define someone who performs a task at the school in the course of their employment, but who is not employed by the Trust.

34. Paragraph 1.9f of the Code is quite clear that the occupational status of a parent cannot be taken into account in the formulation of an oversubscription criterion, except in the limited circumstances set out in paragraphs 1.39 and 1.40. It is therefore the case that admission authorities, when determining if they wish to give priority to staff children and if so to which groups of staff that benefit applies, must take account of the possibility of a legal challenge to their arrangements. The provisions within paragraph 1.39 exist to support recruitment and retention of those working at a school and, were an admission authority to extend the provision too widely, it might be seen as an attempt to circumvent the intent of the Code.

35. It is also the case that, at any given point in time, those people working at any academy school site will have a variety of employers. Some will be employed by the academy trust for the school, but there will always be those who may be employed by others (that is, the ‘contractors’ as defined above). These contractors will vary from school to school, but typically they may include catering staff, cleaning staff, delivery drivers, sanitary waste

collectors, recycling collectors, visiting professionals, medical professionals, peripatetic teachers, catch-up tutors, OFSTED inspectors, the occasional adjudicator, and so on.

36. In correspondence with me, the School stated:

“The Admission Authority believes that extending staff priority to employees of other legal entities, regardless of their contribution to the Consortium, would make the arrangements less clear and could lead to significant administrative challenges in verifying employment criteria across multiple organisations. Furthermore, extending the staff priority to include anyone who has had a role to play in the delivery of our curriculum could result in challenges for places coming from a broad range of volunteers and external visitors (e.g. peripatetic music tutors, PSHE and careers providers, local charities the support the school), each of which arguably contribute to the effective delivery of our curriculum offer. However, the award of priority places for these individuals could prevent students that live in Hitchin from getting a place at the school.”

37. After taking into account all the above matters, I cannot see that the wording of Rule 4 and the position of Rule 4 in the Arrangements are anything other than fair and reasonable. In relation to objectivity, I cannot see how any attempt to rule out staff working at the School's site on the basis of their “zero curriculum impact”, or that they were not “contributors to the School's success”, could be carried out without a degree of subjectivity that would breach the requirements of the Code.

38. Having considered the matters raised in this section, I am unable to conclude that there is any sound basis for upholding the objection.

Section 4 of the objection

39. In this section, the objector states:

“4. Breach of the Public Sector Equality Duty (Section 149 Equality Act 2010)

The policy fails the "Equality of Opportunity" test. In a gender-segregated consortium where labour is shared, the "direct employment" requirement creates a systemic lack of reciprocity. It penalises teachers based on the gender of their child. A teacher at the Boys' school can access staff benefits for a son, but is denied that same security for a daughter despite [sic]. This creates a "gender penalty" in the value of the employment package for Consortium staff.”

40. It is not within my jurisdiction in this determination to consider the terms of employment that apply to staff at schools other than HGS. However, regardless of those terms, the Trust cannot be held responsible for the employee benefits offered by another

employer to someone who is a contractor (as defined above), nor can its Arrangements serve as a remedy to any alleged unlawfulness in the conditions of the contractor's employment with that employer.

41. It is also not within my jurisdiction in this determination to pass judgement on the admissions arrangements at schools other than HGS. However, whilst it may be the case that the son of an employee at Hitchen Boys' School is given priority for admission to that school, the fact that a daughter is not given such a priority is nothing to do with their parent's employment status or gender. Rather it is because of the sex of the child. This is lawful because, like HGS, Hitchen Boy's School is a single-sex school and so is lawfully permitted to discriminate on the grounds of sex as determined by Schedule 11 of the Equality Act 2010.

42. Having considered the matter raised in this section, I am unable to conclude that there is any sound basis for upholding the objection.

Section 5 of the objection

43. In this section, the objector states:

"5. Safeguarding and "Joint Agency" Implied Status

Under statutory '*Keeping Children Safe in Education*' (KCSIE) guidance, HGS permits Consortium staff to lead off-site visits and supervise exams for HGS students without requiring additional vetting. This constitutes a formal, legal recognition by HGS that these individuals are members of the "functional staff body." To recognize a teacher as "staff" for the high-stakes purposes of legal liability and child safety, but to reject them as "staff" for admissions, is a perverse and inconsistent application of public policy."

44. I do not consider that the argument advanced in this section is a matter for which I have jurisdiction, other than to say that there is nothing in the Code which requires the Trust to interpret employment law and the requirements of KCSIE in the manner that the Objector asserts.

45. Having considered the matter raised in this section, I am unable to conclude that there is any sound basis for upholding the objection.

Summary

46. After considering all the matters raised by the objector, I do not consider that there are any breaches of the Code in the wording of Rule 4, the explanatory notes to Rule 4, and the position of Rule 4 within the oversubscription criteria. I, therefore, do not uphold the objection.

Determination

47. In accordance with section 88H(4) of the School Standards and Framework Act 1998, I do not uphold the objection to the admission arrangements for September 2027 determined by the academy trust for Hitchin Girls' School.

Dated: 30 June 2026

Signed:

Schools Adjudicator: Clive Sentance