



## NURSERY ADMISSION POLICY

(To be read in conjunction with the 'Admission Procedure')

Review in 1 year or termly in light of Admission arrangements and the  
Nursery Contract

WRITTEN: SPRING 2024  
REVIEW: SPRING 2026

## **1. STATEMENT OF RESPONSIBILITIES**

The governing body is responsible for implementing and adhering to this policy. The policy could be referred to the relevant committee with delegated powers. The terms of reference for governors in applying the admissions policy are:-

- to apply the criteria of the policy in determining the admissions of pupils into the nursery.
- to observe and implement all statutory and early years code of practice requirements.
- to take advice from the head teacher in the exercise of their duties.

## **2. PRINCIPLES**

The governing body is to ensure this policy is compliant with the Children Act 2006 (appendix 1).

The governing body seeks to work in partnership with the local authority and other providers.

The governing body is committed to this admissions policy, which has been established following consultation, and to its operation in a fair and equitable manner.

The governing body aims to maintain and improve the quality of early education provided for nursery pupils by having an admissions policy, which supports the school's improvement planning process.

The governing body seeks to ensure that entry to the nursery is fair to all parents and pupils.

## **3. CONSULTATION AND REVIEW**

The governing body will consult with members of staff, parents and with the local authority (LA) when considering any review of nursery provision. Such consultation will follow the governing body's adopted procedure on consultation.

## **4. PRINCIPLES OF DELIVERY AS OUTLINED WITH THE STATUTORY CODE OF PRACTICE**

From September 2010 all school nurseries or nursery classes are required to deliver flexible free nursery education.

Parents must be consulted as to ascertain the degree of flexibility they would need but it is recognised that operational limitations may impact on what can be practically offered by the school.

The flexibility within school has the following restrictions in place:

- no session can be less than 3 hours
- maximum of 6.5 hours in any one day in line with school opening times

After discussion, and once a parent has accepted a place, the school must have a signed contract in place with the parent/carer and is not obliged to change the times of the sessions should this be requested.

Subject to the above, Parents are free to take up as much or as little of the 30 hour entitlement as they wish and have the right to split the entitlement with other providers. This could be in the maintained, private (day nursery or childminder) or voluntary sector in North Lincolnshire, or a before and after school club (such as the one run from school - Rainbow Kindergarten).

It is the Parents / Carers responsibility for checking their eligibility for funding every 3 months via the Government Gateway portal. Any changes in circumstances resulting in the loss or reduction of funding must be reported immediately to the school office. A new contract should then be signed along with a new session registration form and Permission for Eligibility Check must be completed. The loss of funding will change the provision of hours provided.

## **5. KEY PRINCIPLES IN THE DELIVERY OF QUALITY PRACTICE**

To provide families with a range of high quality, flexible childcare provision and options which enable parents/carers to meet their early learning and care needs for the child.

The quality of nursery provision is based on the government's statutory framework for the Early Years Foundation Stage and the practice guidance which came into effect from September 2008. The framework sets the standards for children from birth to five years copies of which can be accessed [www.teachernet.gov.uk/publications](http://www.teachernet.gov.uk/publications).

<http://www.dcsf.gov.uk/everychildmatters/publications/0/1747/>.

The free entitlement can include lunchtime as long as this is specifically planned to support the child's overall learning and development. Parents must be given the option to pay for a meal or bring a packed lunch.

A good quality learning environment based on self initiated play and stimulating learning experiences is expected but there are welfare implications for children. Provision for resting, quiet and relaxation must be available within the nursery area.

Where a child is accessing the entitlement across more than one setting a formal partnership agreement should be in place which covers sharing information, fees etc. A proforma for this is available from the Local Authority see APPENDIX 2

## **6. ENTITLEMENT**

Children will be admitted to the nursery for free nursery education on the relevant term following their third birthday and will be able to remain until they are of statutory school age. This is subject to availability of places, as priority is given to the older Nursery children in the first instance. No child under three years will be admitted.

The free entitlement must be completely free with no condition on access, although we do encourage children to wear the school uniform of black or grey skirt / trousers and a red jumper or cardigan. (see uniform policy)

## **7. ADMISSION DATES**

If the child is born between:	he/she is eligible for a free place from:
1 April and 31 August	1 September following third birthday
1 September and 31 December	1 January following third birthday
1 January and 31 March	1 April following third birthday

Mid term admissions can only take place in exceptional circumstances:

- if a child/parent moves house in the claim period
- if the child's primary carer(s) changes in the claim period
- where a sibling moves school and the child is able to attend nearby flexible free entitlement (FFE) provision
- where loss of employment affects the childcare place, including maternity leave
- change in family circumstances e.g. bereavement, separation, new sibling
- critical health and safety issues e.g. safeguarding, domestic abuse
- referrals from traveller service
- appropriate consideration will be given to children from forces families

### Admission to Reception classes

Schools across North Lincolnshire have now implemented a one point entry into reception classes. This entry is in September each year. In order to qualify for a place in a reception class the child must be four years old on 1 September in the year in which they start school.

## **8. ALLOCATION OF NURSERY PLACES**

The policy is designed to work alongside the admissions policy already in place for all stages of education within North Lincolnshire to ensure smooth transition throughout the phases. It is important to note that the allocation of a nursery place in a school does not automatically guarantee a place in reception.

Where schools have more applications than places the following factors will be taken into account in priority order when deciding which pupils will be allocated nursery places.

### **Factor 1**

Children with Statements of Special Educational Needs

In accordance with the code of practice for special educational needs, the allocation of nursery places for pupils with a statement of special educational needs will take place before the allocation of other places. Where a school is named in a child's statement the school has a duty to admit the pupil.

## **Factor 2**

### **Children in care**

The definition of a 'child in care' is a person under the age of 18 who is in the care of, or is provided with accommodation by, a local authority, acting in its social services capacity, for a continuous period of more than 24 hours, by agreement with the parents or is the subject of a relevant court order under Part IV of the Children Act 1989. Children looked after under an agreed series of short term placements (respite care) are excluded.

## **Factor 3**

### **Children who live in the school's designated catchment area.**

Information about catchment areas can be obtained from the North Lincolnshire website or the family information service telephone 01724 296629. For admission purposes, the home address is where a child usually lives with their parent or carer and this defines the catchment area.

## **Factor 4**

### **Children who will have a sibling attending the school at the time of their admission.**

Included in this factor are siblings (step brothers and sisters and half brothers and sisters) living at the same address and who will be attending the school at the expected time of admission.

## **Factor 5**

### **Date of Birth**

Admission will be given to the oldest children requesting places within the catchment area.

## **Factor 6**

### **Children who live closest to the school.**

The distance will be determined by measuring the shortest available route using the public road network from the pupil's home to the main school gate, as determined by the LA. The distance will be measured by using a computerized geographical information system (GIS). Priority will be given to those living nearest to the school using this system. Pupils living in flats where the distance measures the same, priority will be given in ascending order of flat number/letter/floor.

## **Tie Breakers**

Where the offer of a place would lead to oversubscription, places will be allocated by reference to factors in order. In exceptional circumstances where it has not been possible to decide between applications, because they have the same distance measurements, the place will be allocated by drawing lots and will be independently verified.

## **Waiting Lists**

A waiting list can be established for all over-subscribed schools. Pupils will automatically be put on the waiting list.

## **Number of hours offered**

Any hours over the 15 hours will be dependent on the availability of place at the time and remain at the discretion of the school. Priority for these additional hours will be given to the oldest children ie those due to start full time in reception in the following September.

There is no appeals procedure - the school's decision is final.

## **9. PRACTICAL ARRANGEMENTS**

Staffing ratios 1:13 during session times and 1:8 during the lunch periods (see APPENDIX 3 for examples of ratios and qualifications of staff).

If a change in provision was needed due to a change in personal circumstances, efforts would be made to accommodate this where possible.

It is good practice to ensure key information is transferred between settings as outlined in the Early Years Foundation Stage (EYFS) guidance. This would include information related to a child with additional special educational needs.

Home visits and pre-setting visits are actively encouraged.

Schools should minimise the disruption to normal opening periods to ensure that the 38 weeks provision is adhered to. Parents should be given advanced warning of any changes (a minimum of four weeks) to ensure other childcare arrangements can be made.

The Intimate Care policy applies to nursery classes and no child can be discriminated against because of continence issues or need for intimate care.

## **10. FUNDING**

Funding to schools for the free entitlement is based on the early years single funding formula. Schools will be funded for each hour or half hour that a child attends within the parameters of the flexible framework. The LA funds providers per hour receiving a base rate per hour per child plus supplements for deprivation, flexibility, quality and sufficiency.

Parents are free to take up as much or as little of the 30 hour entitlement as they wish but funding will only be given for the actual hours a child attends.

For payment arrangements please refer to the Parental contract - Appendix 4.

## **APPENDIX 1**

### **CHILDCARE ACT 2006**

The Childcare Act has four parts: duties on local authorities in England (Part 1), duties on local authorities in Wales (Part 2), regulation and inspection arrangements for childcare providers in England (Part 3) and general provisions (Part 4). Key provisions are as follows.

Sections 1-5 require local authorities and their NHS and Jobcentre Plus partners to work together to improve the outcomes of all children up to five and reduce inequalities between them, by ensuring early childhood services are integrated to maximise access and benefits to families - underpinning a Sure Start Children's Centre for every community

The Apprenticeship, Skills, Children and Learning Act 2009. Sure Start Children's Centres (SSCCs) are now established in law alongside schools and hospitals

Duties include:

- LAs establishing and running SSCCs
- PCTs and JCP working together as 'relevant partners' delivering early childhood services through SSCCs

This links with their duty to plan and review the Children and Young People's Plan (CYPP) as partners within the Children's Trust Board

Sections 6, 8-11 & 13 require local authorities to assess the local childcare market and to secure sufficient childcare for working parents. Childcare will only be deemed sufficient if meets the needs of the community in general and in particular those families on lower incomes and those with disabled children. Local authorities take the strategic lead in their local childcare market, planning, supporting and commissioning childcare. Local authorities will not be expected to provide childcare direct but will be expected to work with local private, voluntary and independent sector providers to meet local need.

Section 7 re-enacts the duty for local authorities to secure a free minimum amount of early learning and care for all three and four year olds whose parents want it.

Section 12 extends the existing duty to provide information to parents, to ensure parents and prospective parents can access the full range of information they may need for their children right through to their 20<sup>th</sup> birthday. Local authorities will be required to ensure that this service is available to all parents and that it is pro-active in reaching those parents who might otherwise have difficulty accessing the information service.

Sections 39-48 introduce the early years foundation stage, which will build on and bring together the existing birth to three matters, foundation stage and national standards for day care and childminding. This new framework will support providers in delivering quality integrated early education and care for children from birth to age five.

Sections 31-38 & 49-98 reform and simplify the framework for the regulation of childcare and early education to reduce bureaucracy and focus on raising quality and standards. All providers caring for children up to age five will be required to register on the early years register and deliver the early years foundation stage (unless exceptionally exempted). Childcare settings providing for school age children will be judged against a streamlined set of Ofsted childcare register standards. These

criteria will be compulsory for all settings caring for children under eight. Other providers may join the register on a voluntary basis.

Sections 99-101 allow for the collection of information about young children to inform funding and support the local authority duties under the act.

## **APPENDIX 2**

### **PARTNERSHIP AGREEMENTS**

This document provides guidance for providers who are developing a partnership agreement to encourage best practice in transition and joint working around meeting the individual needs and progression of children.

In order to form an agreement there needs to be a recognised commitment to partnership working from the school staff and governing body and the private and voluntary sector staff, managers and committee members.

There are a number of common values on which true partnership is built such as:

- respect
- communication
- understanding
- trust
- equality

The EYFS Statutory Guidance states - 'Where children receive education and care in more than one setting, practitioners must ensure continuity and coherence by sharing relevant information with each other and parents. This will ensure that the best interests of the child are met' (p10<sup>1</sup>).

A partnership agreement must be in place:

- where providers share the integrated care and early learning of a child
- to support transition between different providers.

#### **Purpose of agreement**

This agreement sets the parameters for working together in partnership to ensure continuity and coherence in sharing of information to ensure the best interests of the child are met.

Things to consider which would contribute to a stronger more effective partnership:

- agree how (type of format), frequency (weekly/monthly) and who is responsible for the transference of information
- how the EYFS standards will be delivered across the providers to achieve good practice
- consistent assessment procedures
- admission arrangements. In particular, admissions for the subsequent term need to be complete 3 weeks before the end of the previous term
- joint training/planning time
- coordinated home visits
- opportunities to meet children in their current provision
- 'getting to know you' sessions for children and staff
- shared special events/trips

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<sup>1</sup> Statutory Framework for the Early Years Foundation Stage, May 2008, P.10 1.16 Creating a framework for partnership working

- access to ideas, information and resources
- shared policies and procedures
- EYFS profile must be completed by the provider where the child spends the majority of time between 8 am and 6 pm.
- sharing information to assist in early identification of any issues/concerns or special needs
- shared understanding and awareness about what relevant information about the child should be shared e.g. if a child bumps their head at school. The parent should be informed however if the child attends a subsequent carer after school the carer should be informed
- sharing of nursery/school termly planners to inform both parents and carers of the child's day and to initiate discussion with the child regarding their day
- appropriate written parental permissions in place to enable relevant information sharing
- promotion of partnership working to parents/carers. For example sharing information about each other's provision to meet the child's needs and give parents/carers the opportunity to make an informed choice.
- an understanding of the parameters within which people have to work. For example Ofsted requirements, EYFS and raising of attainment levels as indicated by the FSP results

### **Parents'/Carers' Responsibilities**

Parents should be encouraged to provide details of attendance at more than one setting.

Parents need to agree the transport arrangements between providers and ensure that both parties are fully informed to safeguard the best interests of their child.

Fees are a confidential matter between parents/carers and each individual provider.

Review date: Spring 2025

Provider Name: Brigg Primary School

Providers Representatives Signature:

Date:

One agreement can be signed by all partners rather than creating separate agreements for each partner.

## APPENDIX 3

### STAFFING

Department for Education (DfE) legislation requires that a qualified teacher should be present during the delivery of the Early Years Education entitlement in local authority (LA) nursery classes. A staff ratio of 1:13 needs to be in place at all times, in LA settings, including lunchtimes when this forms part of the entitlement.

If a qualified teacher is not present:

1:8 ratio is the ratio suitably qualified staff at level three e.g. early years practitioner (EYP) must be present see table below

a list of valid qualifications has been provided previously but a copy can be obtained from

<http://qualificationslist.cwdcouncil.org.uk>

Number of children	Staffing requirements
1-8	1 level 3 Another adult in case of emergencies Good practice 2 staff members
9-16	1 level 3 1 level 2
17-24	1 level 3 1 other (minimum level 2) 1 other unqualified
25-32	1 level 3 2 others (minimum level 2) 1 unqualified
33-41	1 level 3 2 level 2 2 unqualified

## APPENDIX 4 - NURSERY CONTRACT

This is a contract between Brigg Primary School and:

**Parent / Carer:**.....

**Address:**.....

**Childs Name:**..... **DOB:**.....

**Start Date:**..... **Sessions Requested (total):**.....

A session is 3 hours (AM 8.55am - 11.55am or PM 12.25pm - 3.25pm). If you request 2 sessions, am & pm, on the same day this will include 30 minutes over lunchtime which will not be charged, however you are responsible for providing or paying for lunch. Sessions can be a combination of 15 hrs free government childcare, 30 hrs free government childcare, childcare vouchers, childcare tax free account or privately paid for hours.

**Parents / Carers, welcome to Brigg Primary School Nursery!** We hope you and your child enjoys your time with us and that they find this a good way to get used to and hopefully progress through our school. Below are the terms and conditions we ask you to agree to, please read these carefully as you will be asked to sign a copy.

### NURSERY PLACES AND BOOKINGS

A signed and fully completed application form must be received by the Nursery before a place can be given. Sessions must fit in with the session times detailed on the application form.

Bookings are taken and will be prioritised by school in order to provide the maximum number of parents with childcare provision. The decision on whether the nursery can accept children will be decided by school and the schools decision will be final.

Wrap around care is available at the Breakfast and After school club based at the school. (Rainbows Kindergarten.) This provider is also registered for the 30 hours funding and also accepts child care vouchers. Places are allocated by this service provider and are not guaranteed in any way by the school.

### REGISTRATION FEE AND DEPOSITS

None are required at present.

### FEES AND INVOICES

Invoices are sent out monthly in advance for all sessions and fees are payable by the due date as stated on the invoice - The nursery operates a strict 'no pay no stay' policy. A £10 late payment administration fee will be added to the following month if payment has to be chased or taken on the day. In the event of non -payment of fees your child will not be accepted in Nursery.

Other than if we are in breach of these Terms and Conditions, all sessions booked must be paid for regardless of whether the child attends. No refunds will be given for sessions missed due to sickness or holidays.

We are not liable for collections from third parties, e.g. colleges, grant funding, voucher providers. The parent remains responsible for all outstanding fees.

If you are late collecting your child, they will be taken to the after school club and billed by them. If they have no space your child will be looked after by school staff and a fee of £5 per extra 15 minutes will be billed.

One month's notice will be given before any fee increase is imposed.

All fees must be paid via Parent Pay. Childcare vouchers etc can also be used.

## **NURSERY CLOSURE**

The nursery is open for 38 weeks a year in line with the school opening days. We are closed all school holidays and for Teacher Training days. These dates will be confirmed annually and a timetable is available at the school office and on the school website.

The nursery reserves the right to close for essential building works or when the school is closed due to exceptional weather. Parents will be given as much notice as possible should this happen. No refunds will be given in these circumstances.

The Nursery will close for all Public Bank Holidays. You will not be charged for these days.

## **TERMINATION / CANCELLATION / CHANGE**

We require one month's notice, in writing, should you wish to terminate a Nursery place for any reason. Parents still remain liable for fees throughout the notice period. If a parent withdraws their child during this notice period the fees still remain payable.

We operate a 'zero tolerance' policy if a parent or carer displays abusive, threatening or otherwise inappropriate behaviour.

In all other circumstances we will give you one month's notice, in writing, should we wish to terminate your Nursery place for any reason.

Permanent session changes require ONE TERM's notice.

In the event that the business needs to close during the year for staff training or business efficiency we will endeavor to give you one month's notice.

Agreements automatically cancel when your child reaches Reception age.

## **PERSONAL PROPERTY AND BELONGINGS**

We cannot be held responsible for any loss or damage to children's property. Every reasonable effort will be made by Nursery staff to ensure the children's belongings are not lost or damaged. It is the parents' responsibility to name and clearly label all items of clothing.

We welcome children's comforter's i.e. soft toys for settling and sleep/rest time. A drawer is available to store other items of interest the children may wish to bring.

## **PRICING STRUCTURE**

£15.00 per half day session

These are subject to change and the structure is a guide only

Session times: 8.55am-11.55am and 12.25pm-3.25pm. (Full day - 8.55 - 3.25. With children requiring a packed lunch or a school dinner)

## **INSURANCE**

We have extensive insurance cover as required by law. Full details of this insurance policy are available upon request from the School Business Manager and the certificate is displayed in the school reception area.

## **BEHAVIOUR MANAGEMENT**

We have a positive Behaviour Management policy and share this with parents to ensure that we work together for the good of the children.

## **POLICIES**

The School and therefore the Nursery has extensive policies that can be viewed at any time - please speak to the nursery manager if you would like to see them or see the Policies page of the school website or through the school office.

## **COMPLAINTS**

In the event of needing to make a complaint, please see the Head teacher or Deputy. A full complaints procedure can be seen on the website or are available from the school office.

## **LIABILITY**

We are unable to accept responsibility for any loss suffered by parents, arising directly or indirectly, as a result of the Nursery being temporarily closed or the non-admittance of your child to the Nursery for any reason.

All parents will be contacted by text or class dojo in the event of an unexpected closure such as extreme weather conditions or equipment failure.

We are unable to accept responsibility for children whilst in their parents care on the School premises, i.e., prior to arrival or after pick up.

We will make responsible endeavours to keep parents and/or children's property in good order. Liability for damage of such property is excluded except where caused by our negligence.

## **ACCIDENTS AND ILLNESS**

We reserve the right to administer basic first aid and treatment when necessary. Parents will be informed of all accidents. We also record any incoming injuries.

For accidents of a more serious nature, involving hospital treatment, all attempts will be made by the Nursery to contact the parent(s) but failing this at all times we will endeavor to act to safeguard the child and this may involve calling emergency services prior to informing parents.

We will administer prescribed medicines providing parents complete a 'Medicine Consent' form. Parents must take all medicines home at the end of each day.

We may ask parents to withdraw their child from Nursery if we have reasonable cause to believe that they are or may be suffering from or has suffered from any contagious disease/infection and there remains a danger that other children or staff at the Nursery may contract such a disease or infection.

Parents are requested to inform Nursery if their child is suffering from any illness, sickness or allergies before attending Nursery and to keep their child at home for a minimum period of 48 hours after sickness or diarrhoea.

We have a realistic attitude to the needs of working parents but we reserve the right to contact parents if their child becomes ill during the Nursery hours.

Refunds cannot be given for absence including holidays.

## **SECURITY**

Under no circumstances will any child be allowed to leave Nursery with anyone unknown to the Nursery staff unless the parent has previously arranged this. A list of responsible adults who are authorised to collect the child is recorded at registration.

If a parent wants to make alternative collection arrangements by telephone, the Nursery will require the name of the person permitted to collect the child.

## **PROTECTIVE SECURITY/LOCKDOWNS**

We are alert to the potential threat to our security and have in place emergency procedures to cover situations such as bomb threats, community incidents and intruders.

We consider the need for lockdown procedures which are sensible and proportionate in our response to any external or internal incidents which pose a threat to staff, pupils and visitors. We will need to move our staff and students away from danger in a controlled way.

## **GENERAL INFORMATION**

Parents are requested to inform the Nursery of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/allergy.

Please avoid nuts in your child's lunch box.

Parents must provide details, in writing, of the severity of the reaction/allergy and must continue to inform Nursery of any changes or progress to the condition when they become aware. Parents are also requested to inform Nursery of any changes to all information kept in Nursery - such as contact telephone numbers/addresses etc.

Photographs and video footage will be routinely used to support observations of the children and for the training of staff within Nursery settings.

These Terms and Conditions represent the entire agreement and understanding between the parents and the Nursery.

We reserve the right to update/amend these Terms and Conditions at any time. Two months' notice will be given of any changes.

Signed: .....

Name: .....

Date: .....