



St Michael's
C of E Infant School

Flexi-Schooling Agreements

Author	Nicola Cleather (Federation Head teacher)
Approved by	FGB
Created	April 2025
Review cycle	April 2027



Contents

1. Introduction
2. Flexi-Schooling Application
3. Flexi-Schooling Attendance Agreement
4. Flexi-Schooling - Whilst in School
5. Flexi-Schooling - Out of School Arrangements
6. Flexi-Schooling – Safeguarding and Child Protection

1. Introduction

St Michael's recognises and supports, when practical and acceptable, the right of parents to choose a suitable and personalised education for their child according to the child's dispositions and needs, coupled with the families' beliefs and values.

We welcome all children irrespective of need, background or belief to our school, and we firmly believe that our Flexi-schooling provision can be an arrangement that is beneficial to all.

Our Flexi-schooling provision is predominately aimed at children who are or have been Elective Home Educated (EHE). We will, however, also consider requests from parents whose children are finding formal education in their current setting a challenge that is likely to lead them to school refuse.

Each application is considered on a case-by-case basis in all circumstances, even within the same family.

Prospective parents need to be fully aware that we will not consider any requests for a Flexi-schooling place from them if their child has been excluded or expelled. However, this would not prevent you from applying for a regular place.

Prospective parents must be aware that schools are not required by law to provide or offer Flexi-schooling. When granted, such offers are made at the sole discretion of our Headteacher – there are no rights of appeal to Governors, LA, DfE or through the legal system if this provision is declined, varied by the school, or revoked. *See Section 10.7 on p34 of EHE Guidance for LA's – April 2019.*

If a situation occurs where the Flexi-schooling arrangement is varied or revoked, then those children subject to the signed Flexi-schooling Agreement would be required to attend for additional days if requested or, in some cases, full-time. If a parent disagrees with this, they are free to take their child or children to another school or to de-register and move to EHE. If a parent elects to de-register, then we are legally required to inform the relevant Local Authority of the deregistration and pass records on to that authority so that they can effectively liaise with the family.

We are more than willing to accept children with a funded EHCP if the school can fulfil those needs. However, they will be required to attend on a full-time formal basis unless the EHCP clearly states that Flexi-schooling is the funding body's preferred option. The same will apply to children who currently attend on a Flexi-school basis and are found to need the support offered by such an arrangement.

Flexi-schooling cannot be used to avoid exclusion or expulsion either from this or any other school; such requests will be automatically declined. In addition, if an arrangement is already in place, it will be terminated if an exclusion is subsequently confirmed by other means. At that point, only full-time attendance will be permitted.

Places are offered on the basis that your child can attend full time if you/they wish. After a series of induction sessions, both you and our Headteacher will discuss if there is a need for any additional days above the core requirement to meet any additional support required. The outcome of this discussion will form the framework of a bespoke flexi-schooling arrangement.

On entry, we will need to conduct a baseline assessment so that we have a clear picture of ability/needs and so that we can match our teaching to those abilities/needs of your child by devising a learning plan suited to them.

We can provide exercise books and writing materials for use at home and could, in some circumstances, arrange for other resources to be borrowed. We can also provide access to/signposting to, a range of web-based 'online learning' opportunities, which will offer your child the chance to continue the learning experience while at home if you/they so wish.

Education Health and Care Plan (EHCP)

If it is determined that a child registered for Flexi-schooling requires the support and intervention of an EHCP, this will be brought to the attention of the parent (s) / carer(s) with a view to making the best provision possible.

Please be aware that in the event of determining that an EHCP is required, this Flexi-schooling offer will cease, and the named child will be required to attend on a full-time basis so that we (the school) can ensure that we can fulfil the Statutory Duties that come with an EHCP.

If the EHCP is externally funded, exemptions will only be considered if a signed letter is obtained from the relevant Local Authority/funding body, confirming that the chosen Flexi-schooling approach offered is acceptable to them (the funding body) and that it will be of benefit to the child. Further permission will also be required from Ofsted/DfE.

Please be aware that we (the school) can withdraw from or vary this agreement at any time by giving reasonable notice* in writing, appropriate to the circumstances, and that this notice will be no greater than one-half term.

*(*Please note that 'reasonable notice' will depend on the circumstances and issues relating to the named child on this document and for any aspect of their educational development, behaviour, attendance etc. and in some cases, judgements may be instant – i.e. acts of violence from named pupil or parent carer).*

2. Flexi-Schooling Application: This document is required to be completed in full.

Name of Child / Date of Birth	
Name of Parent(s) / Carer(s)	
Reason for Flexi-Schooling Education (e.g. Lifestyle, Philosophical, Bullying, Cultural, Religious Belief, Additional Needs)	
Current Educational Arrangements (Elective Home Education/Mainstream Schooling/Other)	
Parents / Carers Expectations of School	
Child's achievements, skills, hobbies, interests, activities, Levels of Attainment if applicable	
Does the child named in this document have a Statement of Educational Need/ EHC?	
In what format will you share work from home with school?	
Other Information Parents / Carers wish to share: (Please use reverse if needed)	

- I / We understand that parents / carers retain responsibility for their child's healthcare
- I / We understand that parents / carers retain full responsibility for child's safety when not on school premises and whilst under parental care
- I / We agree to bring the child at the start of the school day for the agreed attendance schedule.
- I / We will call or e-mail the school to confirm the reason for absence if our child is unable to attend

Print Name(s)	
Signed (parent / carer(s))	
Date	

Name	Nicola Cleather - Headteacher
Signed (School contact)	
Date	

This arrangement can be reviewed should either party express concerns that the flexi-schooling option is not benefiting the development of the child named. All elements of this document are subject to Ofsted / DfE guidance and Statutory Duty, along with all future UK Law.

3. Flexi-Schooling: Attendance Agreement

Part 1 - Agreed Attendance Schedule:

Full days - Tuesday, Wednesday, Thursday

Attendance on additional days is welcomed - please give at least 24 hours' notice.

Any additional flexibility to attend activities out of school, must be agreed in advance and must not take the week's attendance to below 60%. Attendance on an alternative day for that week can be agreed.

Where there is a special event such as a visitor in school or a school trip, your child will always be invited to attend as additional sessions if this falls outside their normal attendance pattern. It is strongly recommended that your child attends such events as additional benefits include greater integration and acceptance with and acceptance by his/her peers and helps to ensure that your child being an active participant in school life.

It is expected that when working at home your child will follow relevant educational activities.

The above named child's education will be divided between home and school as set out in the attached timetable.

This timetable may be amended at any time by mutual agreement of the Headteacher and Parent(s) / Carer(s).

All elements of this document are subject to Ofsted / DfE guidance and Statutory Duty, along with all future UK Law.

Print Name(s)	
Signed (parent / carer(s))	
Date	

Name	Nicola Cleather - Headteacher
Signed (School contact)	
Date	

4. Flexi-Schooling: Whilst in School

Part 2 – The School’s Responsibilities

Our school is part of the current state-maintained system of education. Parents / carers need to be aware that whilst we endeavour to be accommodating, we are required to follow the National Curriculum.

Name of Child	
Name of Parent / Carer(s)	
Signatures(s)	

St Michael’s C of E Primary School is responsible for the education of the above named child on the sessions set out in the attached ‘**Agreed Attendance Schedule**’.

The educational provision will be suitable to the above named child’s age; aptitude and ability as set out in **Section 7 of the Educational Act 1996** and will include:

- access to school educational visits and visitors to the school
- assessment (we are required to assess, but we have many ways of doing this that do not distress children – please feel free to discuss this with us)
- access to the National Curriculum whilst in school (and at home if required)

As the above named (Parent) responsible adult(s) - I / we accept that whilst the above named child is in the care of the school that the school is acting in ‘loco parentis’, giving the school primary responsibility for their safety and welfare during this time.

Whilst away from school and in the care of the parent, or parent’s nominated carer, the parent is responsible for all matters that relate to Health, Safeguarding and Child Protection.

The school and parent / carer will meet at least once every term to review your child’s progress and review the attendance agreement if required.

Education Health Care Plans (EHCP)

If the school determines that a child registered for flexi-schooling requires an EHCP, this will be brought to the attention of the Parent(s) / Carer(s) with a view to making the best provision possible.

The school can withdraw from this agreement at any time by giving reasonable notice in writing, appropriate to the circumstances, but no greater than one school term.

Name	Nicola Cleather - Headteacher
Signed (School contact)	
Date	

5. Flexi-Schooling: Out of School arrangements

Part 3 – Parental Responsibilities

This section relates to **ALL** activities away from School arranged by parents / carers, whilst the named child is in the care of their parent(s), or where additional provision, with a third party beyond the care of school staff has been arranged.

This might include - Peripatetic Tutors, Sports Coaching, Swimming lessons, all types of High-Risk pursuits or other similar arrangements.

Name of Child	
Name of Parent / Carer(s)	

As the above named responsible adult(s) - I / we;

- are willing to satisfy Safeguarding, Health and Safety standards when they are not attending the school.
- are responsible for the education of the above named child when they are not attending school on the days and times set out in the attached '**Agreed Attendance Schedule**'
- will, if our child is unable to attend on the agreed dates / days, call or e-mail the school to confirm a reason for the absence
- accept that, I / we am/are entirely responsible for the educational provision offered and delivered to our child when they are not in school
- accept that whilst away from the care and guidance of school staff, I / we will have the primary and sole responsibility for the above named child's, safety and welfare

I / we understand that notice to withdraw from this agreement must be given in writing.

Print Name(s)	
Signed (parent / carer(s))	
Date	

6. Flexi-School: Safeguarding and Child Protection

Part 4 – Core Requirement

Name of Child	
Name of Parent / Carer(s)	

As part of the Flexi-Schooling arrangement, it is necessary for our school to satisfy the Safeguarding and Child Protection requirements of Ofsted, DfE and our LA. Therefore parents / carers will be required to ensure the basic Safeguarding, Health and Safety standards when they are not attending the school.

With regard to third parties, we can if required arrange for a DBS check of the person or persons concerned on request*. (* subject to an initial assessment).

Unexplained Absence

In the event that the above named child does not, or cannot attend school within the time-frame of TEN school days (two weeks).

The school in the first instance (or officers from our Local Authority if school is not able to do so); will make arrangements with you to meet either at your home address, or in school with the above named child present.

In the event that we are unable to contact with you as parents, or you refuse contact / attendance when requested, the flexi-schooling agreement could/will cease, and the Local Authority will be notified of our actions and / or concern(s).

Print Name(s)	
Signed (parent / carer(s))	
Date	

Name	Nicola Cleather - Headteacher
Signed (School contact)	
Date	

Nominated persons who will record and monitor unexplained absence are:

- The Designated person for Safeguarding & Child Protection is **Nicola Cleather (Headteacher)**
- The Designated Governors for Safeguarding & Child Protection is **Pat Hand and Alok Agarwal**

