

Working together to improve school attendance

Attendance Contracts – Checklist for schools

This checklist has been put together by the Kent PRU & Attendance Service (KPAS) and is designed to provide guidance for schools when considering setting up and facilitating an attendance contract in cases of persistent or severe school absence. The list is not exhaustive, and schools may wish to customise it to align to the specific individual circumstances for the family.

1. PLANNING STAGE		
CHECKPOINT	SCHOOL COMMENTS	COMPLETE
Read guidance about attendance contracts, which is provided by the DfE in Working together to improve school attendance paragraphs 139 to 151, (pages 48 to 50). Legislation relating to PCs from the Anti-social behaviour Act 2003 can be found here . In addition, KPAS has created a FAQ document about attendance contracts for schools.		
Is initiating an attendance contract likely to be the most suitable way to achieve a positive outcome? (An attendance contract requires positive interaction with parents to be successful). It is always advisable to offer a contract where possible to demonstrate a 'support first' approach before exploring more punitive measures such as penalty notices or referrals to KPAS for statutory attendance intervention.		

<p>Speak to any other relevant agencies involved to share thoughts on the benefits of setting up a contract, and how they can contribute (including attending the meeting). Identify if any other plans or agreements are in place to ensure these work together rather than cause any duplication or conflict. An invitation to the school's link KPAS Officer is not required as an attendance contract is designed to take place before using other measures such as statutory attendance referrals.</p>		
<p>Consider what types of support could be put in place to try to improve the pupil's attendance and which could be included in the contract. Existing support can be included and some requirements for parents could be very standard and basic (e.g., ring the school when your child will be absent). If any other services are involved (such as Early Help or Social Care) actions in their assessments or family plans could be incorporated in the contract with consent of the practitioner.</p>		
<p>If initiating a contract is deemed suitable, contact parents to fully explain the process as something which is designed to be supportive in nature and how it works. Parents may be more willing to engage if they understand what the contract is and that it is not legally binding. Also include any parents who may not live with the pupil but play an active role in their life. Consideration may be needed about how to manage the contract if relationship between parents is acrimonious. This may result in separate meetings for each parent which may also mean more than one contract with different content.</p>		

<p>Consider if the pupil is age and ability appropriate to participate in the process. The pupil does not necessarily have to give consent as it's a contract for parents rather than the whole family. An opportunity to discuss how an attendance contract works with the pupil before the first meeting may help to promote their engagement.</p>		
<p>Confirm a form which will act as the physical contract. It is not a requirement to use the example template created by KPAS, but the contract must include key information as set out in the DfE Working together to improve school attendance guidance (paragraphs 139 to 151).</p>		
<p>Ensure the School Leader is informed if the contract is being initiated by a staff member who is not already the Headteacher. As the contract is an agreement between a parent and the school's governing body (in accordance with Section 19 of the Anti-social Behaviour Act 2003) it may be advisable for the chair of the board to be notified of the plan.</p>		
<p>Identify who will be the Chair of the meeting and who will be the lead professional for overseeing the contract (they may be the same person but do not have to be). The Chair / Lead Professional would ideally be the same for the duration of the contract for consistency.</p>		
<p>Identify any relevant school staff who may be able to contribute but try to keep this to a minimum to avoid overwhelming the family with professionals. The School Attendance Champion should have oversight of the process and participate where possible to ensure parents recognise the seriousness of the situation.</p>		

<p>Set a date for the initial meeting and put this in writing to all parties invited. Outline who will be attending the meeting. Best practice is to hold the meeting in school, but some participants may wish to join online (which could secure their availability). Consider any reasonable adjustments required for parents where applicable (for example in cases where there are disabilities and language barriers etc).</p>		
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2. DELIVERY STAGE

CHECKPOINT	SCHOOL COMMENTS	COMPLETE (Yes No / NA)
<p>At the start of the meeting the Chair should outline how an attendance contract works. The contract centres around the Anti-social Behaviour Act 2003 and is an agreement between a parent and the governing body of a school. There is no guidance to indicate a member of the governing body is expected to attend the meeting, however a member of school staff can sign the contract on behalf of the governing body.</p>		
<p>It may be useful to have an agenda to ensure the meeting has a formal feel to it and flows in the order the contract is set out. If no parents arrive for the meeting, then the contract cannot be created in their absence. A contract cannot be created solely with the pupil, even if they are willing to participate in the process.</p>		
<p>Ensure the voice of parent(s) and pupil (if present) are listened to and the meeting is strengths based and solution focused. The process is designed to be a supportive intervention rather than punitive which may need to be emphasised to parents.</p>		

<p>When generating requirements/actions, consider using a SMART model as the expectations on parents should be achievable and realistic. Where possible there should be encouragement for parents to generate their own ideas rather than school or other agencies deciding them all which will likely result in them being more motivated to achieve them.</p>		
<p>Explain the potential consequences to parent(s) if they later refuse consent or do not show active commitment to the requirements outlined in the contract. This could include terminating the contract and exploring other routes such as making a statutory referral to KPAS which may lead to prosecution. Highlight that the contract may be shared and viewed by KPAS and the Magistrates Court at a later stage if statutory attendance intervention is required.</p>		
<p>Specify how long the contract is predicted to run. They do not have a minimum or maximum duration, but each individual contract should set out the timescale that it will be in place which may need to be an estimate. Most contracts run for 3 to 12 months but can be longer if needed. As the process goes on, the pupil's attendance may act as an indicator how much longer the contract is required as the ultimate objective is to improve their attendance.</p>		
<p>Summarise the key requirements / actions at the end of the meeting and ensure all parents and at least one member of school staff has signed the contract. The contract should not be signed by any participant who was not witness to the creation of the contract. There is no requirement for any other parties present to sign, e.g., the pupil or a practitioner who may be supporting the family such as a Social Worker.</p>		

Identify a date to review the requirements in the contract and note this on the form. The date of the next review is decided on a case-by-case basis.		
Give copy of the contract to each participant present or send without delay afterwards (if for example, it will be typed up).		
3. REVIEW STAGE		
CHECKPOINT	SCHOOL COMMENTS	COMPLETE (Yes No / NA)
There is no specific guidance determining when and how often a contract should be reviewed as this will be determined by the circumstances of the case, and current guidance only refers to reviews in cases where the contract is proving unsuccessful. However, KPAS recommends that the progress of a contract is reviewed in a meeting with all participants once per month if it is set up to run for 3 or more months.		
The contract template created by KPAS provides a supplementary section at the end of the document for contracts to be reviewed if required. Schools may prefer to create their own. Any actions / requirements that are completed or no longer relevant should be noted as complete or not applicable and the action struck through rather than deleted so it can still be viewed		

<p>As with the initial contract, the form should be signed by all parents present and at least one member of school staff who signs on behalf of the governing body (as prescribed in Section 19 of the Anti-social Behaviour Act 2003). There is no requirement for any other participants present to sign the contract (for example the pupil or a professional from a multi-agency service) as it is ultimately an agreement between parent(s) and the governing body of the school.</p>		
<p>Where a parent does not comply with the requirements set out in the contract, the lead practitioner should contact the parent and seek an explanation and decide whether it is reasonable, and the contract remains useful. If the explanation shows that the contract is proving difficult to comply with through no fault of the parent, then a meeting should be arranged with the parent to review and amend it.</p>		
<p>If a parent gives no explanation for not complying with the contract, or the lead practitioner is not satisfied with the explanation, they should write to parent with a warning to explain that the contract is not working and may be terminated, with another course of action pursued instead if they do not engage. This may include legal intervention. A response may be an opportunity to call a review meeting.</p>		
<p>The lead practitioner may wish to update any external services/agencies involved to ascertain if there are any identified reasons why the parent is not responding to the contract. Conversely, if the parent is complying with the contract, then any external practitioners should be invited to a review to ensure that they are also meeting any expectations that were set out in the contract.</p>		

<p>Reasons for terminating the contract may not be related to the actions (or lack of action) of the parent and may be because the pupil's attendance has improved, the pupil has changed schools, the pupil has become electively home educated, a service becomes involved whereby there is an alternative plan in plan to unblock barriers to the pupil's attendance, or other exceptional circumstances. If a contract is terminated, parents should be informed in writing with the rationale specified.</p>		
<p>If the review goes ahead, then any additional review meeting date should be set if required and mutually agreed by all participants present. Copies of the review paperwork should be given to participants at the time or shared as soon as practicable if there is a reason why it is not shared at the end of the meeting.</p>		
<p>Should a contract be declined from the outset, or a lack of compliance during the process, which is not possible to resolve through best endeavours, then the school should contact their link KPAS Officer. Alternatively, the school may wish to access the Digital Front Door on the Kelsi website to invite their link Officer to a formal attendance meeting (if they have not been involved in any of the contract process) or make a request for statutory attendance intervention. The school will be able to upload any documentation related to the contract with a referral to KPAS as evidence the process was unsuccessful to substantiate that a more legal focused intervention may be necessary.</p>		