

# Working together to improve school attendance

## *A guide to Attendance Contracts*

**The following frequently asked questions have been put together by the Kent PRU & Attendance Service (KPAS) and are designed to provide guidance for schools when considering setting up and facilitating an Attendance Contract (previously known as a Parenting Contract).**

***Q: What is an Attendance Contract?***

**A:** If a parent is finding it difficult to get their child to attend school, they can ask the Local Authority and school to help. Parents can agree a plan to help improve their child's attendance which can result in drawing up an attendance contract under [Section 19 Anti-Social Behaviour Act 2003](#). The contract is a formal written agreement between a parent and either the governing body of a school /or local authority to address irregular attendance at school or alternative provision. They can also be used in cases where behaviour is a concern.

***Q: Are we obliged to offer an Attendance Contract?***

**A:** No. However the Department for Education's [Working together to improve school attendance](#) guidance recommends that a 'support first' approach is taken, therefore every opportunity to work with parents through voluntary and formal support interventions should be explored before pursuing more punitive pathways. It may not necessarily be appropriate in every instance to use attendance contracts.

***Q: Is an Attendance Contract legally binding?***

**A:** No. The process refers to a 'contract,' but it is not legally binding on any person involved in it or who signs it. Although referred to in the Attendance legal intervention section of the Department for Education's [Working together to improve school attendance](#) guidance (section 6), attendance contracts are not an enforcement process in themselves, however may count towards evidence should a statutory attendance referral be made by school via the [Digital Front Door](#) which could result in prosecution of the parents involved in line with the Education Act 1996.

***Q: In what circumstances might an Attendance Contract be suitable?***

**A:** An attendance contract allows a more formal route to secure engagement with support where a voluntary early help plan has not worked or is not deemed appropriate. The process is generally more likely to be successful if the pupil's

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parent(s) is/are proactive and responsive to the school and the support provided by any relevant external services involved.

***Q: Would our school set up an attendance contract if another service is involved (such as Early Help) as their action plans may already include attendance?***

**A:** As attendance is everyone's business, intensive family services in KCC are expected to incorporate the barriers to regular attendance and actions to unblock them in any assessments and family plans, therefore duplication of discussions and documents should be avoided to make best use of resources and avoid overwhelming families. Relevant practitioners should be consulted, but it is essential requirements for parents to try to improve their child's attendance are clearly stated in any plans, that parents understand potential consequences and the document is signed by any parents involved. Where other services are involved, it may be suitable for lead professional for the parenting contract not to be a member of school staff. It is not essential for the document to be called an attendance contract as long as it has the same purpose.

***Q: Is parental consent required to set up an Attendance Contract?***

**A:** Yes. The contract cannot be put in place if there is no parental consent. Additionally, an attendance contract cannot be initiated in the absence of the parent(s), even if they consent to it. The process should be clearly explained to parents beforehand as this may help to secure engagement.

***Q: What happens if an Attendance Contract is in place and parents then decide they don't want to adhere to the requirements set out?***

**A:** The contract process is voluntary and about everyone working in partnership, therefore requirements should be identified which follow 'SMART' principles, and parents should be encouraged to come up with requirements which they agree with. The process should centre around strengths-based conversations, and although potential consequences should be openly shared, the contract should be based on success and not an acceleration towards prosecution.

***Q: What happens if one parent agrees to engage with an Attendance Contract but the other parent refuses?***

**A:** One contract may be arranged with all parents, or in circumstances where it is desirable to have different requirements for each parent then separate contracts for

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each parent should be arranged. If one parent (perhaps non-resident to the child) is unresponsive then this should be recorded as although a contract is voluntary, it may be used as evidence if that parent is later prosecuted via other legal intervention processes related to school attendance.

***Q: Does the pupil have to consent or participate in the Attendance Contract process?***

**A:** No. The contract is ultimately an attendance contract rather than a parenting or family contract, and therefore stipulates requirements for the parents to comply with. It would be good practice to engage the pupil at all stages of the process (if age and ability appropriate) to try to secure positive outcomes but is not essential.

***Q: How long should an Attendance Contract last?***

**A:** This would be determined on a case-by-case basis but are often between 3 to 12 months in length. They can last longer if needed.

***Q: How should the Attendance Contract be shared?***

**A:** All parents present and at least one member of staff should sign the contract (on behalf of the governing body) at the time it is initiated or reviewed, but it may be preferred to type it up later and then sign at a later stage, however it should be signed as soon as possible. The details should be clear, and considerations made to ensure it is understood by parents (e.g., where they may be a language barrier). Any parties who could not attend (e.g., a practitioner supporting the family from an external agency) should be sent a copy for their records. There is no requirement for the pupil to sign the document. There is also no requirement for a local authority officer to sign unless it was specifically a contract between the parent and local authority.

***Q: How often should an Attendance Contract be reviewed?***

**A:** This would be determined on a case-by-case basis depending on how successful it is proving to be. More regular reviews may be required if adjustments are required, or the parent(s) request an earlier review.

***Q: Is there a specific form or template we must use for Attendance Contracts?***

**A:** No. There is no mandatory or legal requirement to use a specific form, however KPAS has provided a template on the Kelsi website [under the Resources for Schools section](#) which schools may find helpful. The template can be used or amended, or

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schools may wish to design their own as long as it includes specific information – please see question below (*Is there any information which must be included in an Attendance Contract?*) It is not a dissimilar process to what is followed when creating a Pastoral Support Plan for a pupil for other reasons. Please note that the form on Kelsi is not a ‘local authority form,’ therefore the KCC logo is not displayed.

**Q: *Is there any information which must be included in an Attendance Contract?***

**A:** Yes. All attendance contracts must contain:

- ✓ Details of the requirements the parent(s) is expected to comply with.
- ✓ A statement from school and/or local authority agreeing to provide support to the parent(s) to meet the requirements and setting out details of the support.
- ✓ A statement by the parent that they agree to comply with the requirements for the period specified by the contract.

**Q: *What types of requirements might be included in an Attendance Contract?***

**A:** This will depend on the individual circumstances and the resources available to the school and beyond the school gates, therefore there is no official list but may include:

- ✓ Measures to ensure the pupil attends school punctually and regularly.
- ✓ Requiring the parent to attend meetings with the school and/or local authority.
- ✓ Accessing or partaking in the support or programmes offered.
- ✓ Working with or accessing other separate support provided to the pupil at school level (e.g., being on report).
- ✓ Provision of a lead practitioner to support the family.
- ✓ Signposting or referrals to wider local authority or health services that might support the family (e.g., housing needs, drug and alcohol support).
- ✓ Signposting or referrals to voluntary and community sector programmes or support (e.g., foodbanks or community support groups).
- ✓ Formal interventions such as family group conferencing, peer mentoring or literacy classes.
- ✓ Support and advisory services (e.g., benefit support).
- ✓ Parenting programmes (e.g., a course with specified number of sessions).

**Q: *Should there be a lead practitioner for the Attendance Contract and if so, who?***

**A:** In most cases, it is probable that the school will coordinate the arrangements for parenting contracts and where possible there should be presence from a senior

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member of staff. However, a decision could be taken for the lead practitioner to be from an external team or service. Circumstances may change during the period the contract is in progress which may require a change of chair and/or lead practitioner, but they should remain the same where practicable to provide consistency.

### ***Q: Does the local authority have a role with Attendance Contracts?***

**A:** [Section 19 Anti-Social Behaviour Act 2003](#) states that a contract can be between a parent and the local authority, although in most cases it will be between parents and the school (technically the governing body as stated in the 2003 Act but they are not required to participate directly in the process). KPAS views attendance contracts as a tool to deploy before the involvement of KPAS Officers and due to the level of demand and availability of the service, a KPAS Officer would attend only in very exceptional circumstances. KPAS Officers can however provide advice about the process to both parents, school staff and governors. If there are wider local authority services involved who work more intensively with families such as Early Help or Children's Social Care, then they may have a role in supporting parents with some of the requirements set out in the contract and should be invited to any associated meetings to contribute in order to promote the process being as successful as possible.

### ***Q: What should we do next if parent(s) do not comply with the requirements set out in the Attendance Contract?***

**A:** The lead practitioner should contact the parent and seek an explanation and decide whether it is reasonable, and the contract remains useful. Where no explanation is given, or the lead practitioner is not satisfied with the explanation, they should serve the parent with a warning to explain that the contract is not working and may be terminated, and another course of action pursued, if the parent does not engage. This may be in the form of a letter, and record of it should be kept. Although there is no criminal sanction for a parent's failure to comply with, or refusal to sign, an attendance contract, the school may wish to either speak to their link KPAS Officer, or consider making a [request for statutory attendance intervention](#). If an attendance contract exists then this can be uploaded when making the referral, and if not then a letter should be uploaded which was sent to parent(s) informing them that a statutory referral is being made as a result of non-compliance with the contract. The school should inform and seek advice from any multi-agency services involved before terminating an attendance contract so that the decision to do so is mutually agreed.

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***Q: Is there any additional guidance around how Attendance Contracts work?***

**A:** Yes. Information is included in the Department for Education's [Working together to improve school attendance](#) guidance (active from 19<sup>th</sup> August 2024) and there is reference to attendance contracts on paragraphs 139 to 151 (pages 48 to 50). There is also reference to attendance contracts in the [DfE's School attendance parental responsibility measures](#) guidance (Jan 2015) on page 7.

***Q: Who can I ask if I have any further questions?***

**A:** Please speak to the KPAS Officer linked to your school. Contact details can be found on the Kelsi website [here](#).