

Attendance Contracts - Information and flow chart for schools

An attendance contract is a formal written agreement between a parent/carer and the school. It is not legally binding but allows for a more formal route to secure engagement where voluntary offers or early help plans have not supported an improvement in attendance or have not been deemed suitable. An attendance contract is not a punitive tool. It is intended to provide support and an alternative to prosecution. Parents/carers cannot be compelled to enter a contract, and it cannot be agreed in a parent's absence. In line with the working together to Improve school attendance guidance, an attendance contract should be considered **before** moving onto prosecution considerations.

School staff can identify pupils with severe or ongoing unauthorised absence from school where an attendance contract may offer a suitable formal route to secure attendance.

School staff will need to contact parents/carers to explore and discuss the circumstances of the pupil's absence and seek their views regarding any underlying issues or concerns and what type of support they think would help to secure regular attendance. School staff should explain to parents/carers the purpose of the attendance contract and how it may be beneficial.

An attendance contract should clearly detail the agreed actions required: requirements upon the parents, the pupil and the school. A statement from the school detailing what support that they will provide as well as a statement by the parent that confirms their agreement to comply with the contract, and a stipulated review period should be agreed and signed by all parties. It is important to capture the pupil voice and use language everyone can easily understand or be translated where necessary. A lead named practitioner should be provided by school to support the family.

Where a parent does not reasonably co-operate or comply with the requirements of the contract, or where no explanation for ongoing absence is provided, the lead practitioner should serve the parent/carer with a warning letter. This letter should detail why the contract is not yet working and that it may be terminated. The letter should also make clear than an alternative course of action may be pursued if the parent does not engage, and what this will be.

Where there are instances of non-compliance with the contract the lead practitioner should arrange a formal review meeting with the parent to consider if the ongoing contract can be upheld and further supported to work.

Where non-compliance is undermining the contract to the point where it is no longer viable, an alternative course of action will need to be considered. This may include legal intervention. Any reasons for the contract being terminated should be formally recorded and confirmed to parents in writing.

There is no formal sanction for non-compliance with an attendance contract, however, if the pupil's irregular attendance continues and prosecution is considered, the trialled contract could be used as evidence and presented in court if necessary.

Prosecution should only ever be considered as a last resort where all other supported and extensive efforts have been trialled and fully exhausted by schools and have failed to secure engagement and improvements.

Attendance Contract Flow Chart

School staff to identify pupil with severe or ongoing unauthorised school absence, where an attendance contract may offer a suitable formal route to secure attendance.

School staff to contact parent/carer to explore and discuss the circumstances of the pupil's absence and seek their views regarding any underlying issues or concerns and what type of support they think would help to secure regular attendance. School staff should explain the purpose and benefits of an attendance contract to support the family.

School staff to arrange a formal attendance contract meeting to discuss the details and requirements of all parties, if a contract can be agreed and the duration of the contract, securing signatures of all parties to formalise the agreements made. A named lead practitioner from school should be provided to oversee the attendance contract and as a contact for the family.

Lead Practitioner to regularly review pupil attendance and if parties are not reasonably complying with the requirements of the contract a formal Warning Letter should be issued.

If non-compliance continues the Lead Practitioner will arrange a formal parenting contract review meeting with all parties to consider if any further measures are required to support the family and viability of continuation of the parenting contract.

Following the formal review meeting with all relevant parties, school staff will determine whether additional support can be considered for the attendance contract to make it viable, or whether alternative options now need to be sought.

Any decisions and reasoning will need to be formally recorded and notified to parents in writing. Where parental non-compliance or non-engagement is evident a request for prosecution will need to be considered if deemed the only way to secure the child's right to education where everything else has failed.