



Arolygiaeth Ei Mawrhydi dros Addysg a Hyfforddiant yng Nghymru
Her Majesty's Inspectorate for Education and Training In Wales

Memorandum of Understanding for Registered Inspectors employed by a School, Consortium or Local Authority

Transition Year activities 2020-2021

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Introduction

Purpose of the memorandum of understanding (MOU)

- 1 This document outlines the roles, responsibilities and expectations of the three parties in respect of the participation of Registered Inspectors (Rgls) in Estyn's transition year activities.

Rgls must inform the Inspectorate of any change of address or any other material change, such as a change of name or employer, through Estyn's online inspector profile system. If the Rgl changes employment, they must update their Inspector profile with their new organisation and also update their preclusions. The Rgl must also complete a new Employer Endorsement form (EEF) and return this to Estyn. The Inspectorate will use the information only for the purpose of deploying Rgls and for sharing information with them about developments in the Inspectorate and opportunities for development and training. HMI will be able to view email addresses, names, addresses, and specialisms for each Rgl on their personal Inspector Profiles for the purposes of their involvement in transition year activities only.

- 2 The parties acknowledge the Inspectorate's duty to comply with the Freedom of Information Act 2000 (the Act) and understand that the Inspectorate may be required to disclose certain information to third parties. The employer and Rgls shall support the Inspectorate in complying with the Act as reasonably requested by the Inspectorate.
- 3 The parties acknowledge that Rgls shall at all times remain an employee of the employer/school, consortium or local authority and shall not be deemed to be an employee or worker of the Inspectorate. Rgls shall not present themselves as being an employee, worker or agent of or spokesperson for the Inspectorate.

To whom does this MOU apply?

Parties

- 4 This memorandum of understanding applies to the agreement between the Inspectorate, the employer/school, consortium or local authority and Rgl.
- 5 In these terms and conditions 'Rgl' means the individual who is the subject of the transition year expression of interest form and 'employer'/'school' means the organisation (consortium, local authority) or school endorsing such individual's release to participate in Estyn's transition year activities.
- 6 The MOU shall become effective on the date of the letter confirming selection to participate in Estyn's transition year activity programme and will continue until the end of the transition year (July 2021) unless cancelled by any one of the parties or if the Rgl

changes employer. In the case of changing employer, Rgls will need to apply to enter into a new agreement with the Inspectorate and the new employer.

- 7 If a Rgl is appointed as Member of the Senedd or a Member of Parliament , the Rgl will become ineligible to be deployed on an inspection.
- 8 This agreement may be terminated by any one of the parties with immediate effect (without being liable to pay any compensation to the other parties) if a coronavirus event occurs which means that the Rgl is no longer required to, or is unable to complete any or all of the transition year activity programme. A coronavirus event may include, but is not limited to:
 - a. The absence or unavailability of the Rgl;
 - b. Any illness, quarantining, shielding or self-isolation of the Rgl or any key employees of the employer or the Inspectorate;
 - c. Any recommended or mandatory measures introduced by the UK Government or Welsh Government intended to prevent or delay the spread of coronavirus
- 9 In addition to the rights of termination outlined in 8 above, this agreement may be terminated by any one of the parties by written notice to the other two parties of at least 30 days in advance of the effective date of termination.

A Responsibilities of the employer

The employer agrees to the following:

Selection and allocation of transition year activities

- 10 **In agreeing to the member of staff participating in Estyn’s transition year activity programme, the employer will be making a commitment to release the individual for training, preparation and deployment as specified in this agreement.**
- 11 It is a requirement that all Rgls participating in the transition year activity programme will have received through their employer the appropriate and recent (within three years) Enhanced Disclosure and Barring Service (DBS) clearance certificate. If the Rgl is a member of the update service they are required to give Estyn written permission to access their online DBS certificate on a three yearly basis. The Inspectorate reserves the right to check that this is in effect at any time. The employer and issuing authority will advise the Inspectorate if they are aware of anything related to the individual’s record which might cast doubt on their suitability to participate in inspections. Rgls should contact their employer if they are uncertain about the date or suitability of their last clearance.

Training

- 12 The employer will release Rgls to enable them to complete the transition year activity programme which will involve:
- a) one termly keeping in touch day per term during the 2020 – 2021 transition year
 - b) approximately 5 days of engagement activity
 - c) update training in summer term 2021
- 13 In supporting their member of staff's expression of interest to participate in the transition year activities, the employer must agree to release the member of staff for annual update training as it is mandatory for maintaining their eligibility to inspect as an Estyn Registered Inspector when inspections resume following the transition year.

Deployment

- 14 The employer will meet its commitment to release staff on the terms contained in this document. Only in exceptional circumstances, such as secondment to the local authority/regional consortium, will it decline to release staff or withdraw staff from transition year duties at short notice.

Evaluation

- 15 At the end of each engagement activity, the Reporting HMI will complete an evaluation of the performance of the Rgl.
- 16 If Rgls do not perform effectively as judged by the Inspectorate, they will not be deployed on further engagement activity.

Health and safety

- 17 The employer will ensure that its nominated Rgls are of good character and have demonstrated their ability to work safely. The school, consortium or local authority retains its statutory duty as employer to reasonably care for the safety of Rgls, even when visiting other schools and participating in Registered Inspector training programmes.

Indemnity

- 18 The employer shall indemnify and keep indemnified the Inspectorate, the Crown and/or its Ministers and their respective employees, officers, servants and agents (each an "Indemnified Person") in respect of:
- (a) all liabilities, loss and damage (including without limitation economic loss and indirect and consequential loss), costs and expenses (including without limitation legal expenses) incurred by an Indemnified Person; and/or
 - (b) all claims, actions and proceedings brought against an Indemnified Person by a third party; and/or

- (c) (save if and to the extent that any loss, damage, personal injury or death suffered by the Rgl was caused by the negligence of that Indemnified Person) all claims, actions and proceedings brought against an Indemnified Person by or on behalf of the Rgl; in each case arising directly or indirectly as a result of or in connection with the Rgl's participation in the transition year activity programme.

B Responsibilities of the inspectorate

The inspectorate agrees to the following:

Training

- 19 The Inspectorate will provide a training programme for Rgls and only those Rgls that have a valid DBS certificate will be invited to initial keeping in touch days and subsequent update training.

Deployment on engagement activity during Estyn's transition year

- 20 The Inspectorate anticipates deploying Rgls for a maximum 5 days' engagement activity during the 2020-2021 academic year. Due to current circumstances however as a result of the Covid-19 pandemic, the Inspectorate cannot predict the exact level of deployment that will be required for the 2020/2021 academic year. As a result, the Rgl is not guaranteed to be deployed for the maximum number of days set out above and Estyn is not under any obligation to deploy the Rgls for those days.
- 21 The Inspectorate will ensure that the inspection co-ordinator (IC) will act as a general point of reference before engagement activity takes place and the Lead HMI will act as the point of contact during and immediately after any activity.

Evaluation

- 22 At the end of each activity, the Lead HMI will complete an evaluation of the performance of the Rgl. Estyn shall monitor and evaluate the quality of the services provided by the Rgl, which shall include (but not be limited to) adherence to Estyn's code of conduct, Estyn's complaints procedures and feedback from the lead HMI after a joint visit or event.
- 23 If Rgls do not perform effectively as judged by the Inspectorate, they will not be deployed on further engagement activity during the transition year.

Health and Safety

- 24 In compliance with health and safety legislation and guidance, the Inspectorate expects that the school being visited has carried out suitable health and safety risk assessments or can verify that health and safety risk assessments have been conducted prior to the visit.
- 25 Health and safety matters are incorporated into the training programme for Rgls.

Expenses

- 26 The Inspectorate will reimburse Rgls for reasonable travel and subsistence expenses when they are deployed on engagement visits and are paid in accordance with the following rates:

Car Mileage	45p per mile
Lunch (max)	up to £9
Evening meal (overnight stay if more than 40 miles away from home)	Up to £27

N.B. where public transport is used or car parking fees are paid, please attach receipts to the claim form for reimbursement.

- 27 The Inspectorate will provide accommodation to Rgls where they live more than 40 miles away from the place of the engagement activity.
- 28 The Inspectorate will provide accommodation where the Rgl lives more than 40 miles away from the provider, if and when undertaking engagement visits. Travel costs incurred for keeping in touch days will be reimbursed to Rgls.
- 29 The Inspectorate will not reimburse registered inspectors for travel and subsistence costs for update training courses.

Funding of Registered Inspector Release

- 30 The Inspectorate will contribute £300 per day for Rgl release from their employer for each engagement activity undertaken. The Inspectorate does not pay supply cover for the attendance at Estyn training courses.

Conflicts of Interest

- 31 The Inspectorate will not deploy Rgls on engagement activity with schools where there is a conflict of interest. Conflicts include any previous or existing contacts, relationship or knowledge of other schools and any duties undertaken as external verifiers. Rgls should refer to the [Conflicts of Interest policy](#) on the Estyn website and update their inspector profile with and perceived or actual conflicts.

C Responsibilities of Registered inspectors employed by a school, consortium or local authority

Registered inspectors agree to the following:

Training

- 32 Rgls agree to attend the training programme, which the Inspectorate anticipates will involve:
- **Three keeping in touch days**
One keeping in touch day per term during the 2020-2021 academic year.
 - **Update training**
To take place in the summer term 2021.
- 33 The Inspectorate will provide accommodation and reimburse Rgls for travel to keeping in touch days (if not held remotely). The Inspectorate will not fund Rgl release for attendance at training courses.
- 34 It is anticipated that annual update training courses of a minimum of one day will be held for all Rgls. Attendance at annual update training is mandatory for the role.

Deployment

- 35 Rgls will confirm that that they have been subject to an Enhanced Disclosure and Barring Service (DBS) clearance check and will advise the Inspectorate of any relevant factors in relation to their DBS as a condition of deployment. The check will have been done within the last 3 years and checked under the Child Workforce category.
- 36 Prior to the engagement activity, Rgls will be required to become familiar with the basic information on the organisation of the activity. Rgls will need to examine key documents, information about the school, and lines of enquiry that are identified by the Reporting Inspector.
- 37 This information will be available in the school's Virtual Inspection Room (VIR). The Reporting HMI will also make this information available at the start of the activity.

Evaluation

- 38 At the end of each activity, the Reporting HMI will complete an overall evaluation of the performance of the Rgl. Further details regarding the system of evaluation will be made available at the initial keeping in touch event.
- 39 If Rgls do not perform effectively as judged by the Inspectorate, they will not be deployed on further transition year activity.

Health and safety

- 40 RgIs will follow the health and safety guidance provided by the Reporting HMI as part of the activity briefing. RgIs will take reasonable care of their own health and safety and that of others affected by their acts or omissions during the inspection. Further details are included at **Annex B**.
- 41 RgIs will take responsibility for their own safety, be sensitive to others' safety and co-operate fully with the health and safety procedures that are in place. Further details are included at **Annex A**.

Role of Registered inspectors

- 42 RgIs will work alongside, and under the guidance of, the HMI Reporting Inspector conducting the particular activity.
- 43 Duties of RgIs are identified at **Annex A** in the Protocol and Guidance for RgIs.
- 44 Specific tasks for RgIs will be allocated by the Reporting HMI at the start of the activity.

VIR Software Requirements

- 45 RgIs will be required to provide a laptop computer for their own use during the activity that has:
- Microsoft Word 2010 (or later)
 - access to the internet (your laptop must be WiFi enabled or you must arrange your own means of connecting to the internet)
 - Windows operating system (XP or above)
 - an internet web browser (Edge, Internet Explorer 10 or 11 or the latest version of Chrome/Firefox/Safari)

Note: to successfully use the VIR system of Engagement Form templates you need to have a full version of MS Word 2010 (or later)

- 46 The VIR system is a Microsoft based tool and therefore there are risks to successfully using Apple Macs when in 'PC emulation' feature. Tablets (including iPads) cannot be used at this time.
- 47 RgIs will provide an electronic copy of the Engagement Form containing their findings and supporting evidence. The completed Engagement Form must be provided in Microsoft Word 2010 (or later) and use the template provided through the Virtual Inspection Room at the start of the activity. All information and evidence remains the property of the Inspectorate.

- 48 Rgls must agree to adhere to the Inspectorate's [Information Assurance Policy](#), which is available on the website.

Safeguarding

- 49 Rgls will familiarise themselves with, and abide by, the Inspectorate's Safeguarding policy when on an inspection - [Estyn Policy and Procedures for safeguarding](#)

Code of Conduct

- 50 Rgls will adhere to the 'Code of conduct for inspectors' in the relevant guidance handbook for the Inspection of Schools. Rgls will maintain absolute confidentiality at all times. School-specific information and documentation may not be copied or shared with any person unconnected with the inspection. The evidence base of the inspection as described in the guidance documents is the property of the Inspectorate.
- 51 Subject to the need for confidentiality as set out in **Annex B**, Rgls may share with their employer knowledge gained during the course of the inspection about the Inspectorate's processes and procedures. However, if they wish to share specific documentation or examples of practice observed during the course of the visit, then they must gain the permission of the school concerned.
- 52 Rgls are encouraged to use the experience gained through training and deployment in their own school (where applicable) to help with the process of school improvement and developing and implementing self-evaluation procedures.

Conflicts of Interest

- 53 Before attending the training course, Rgls will declare any possible personal or professional conflicts of interest they might have in respect of other schools. These conflicts include any previous or existing contacts, relationship or knowledge of other schools and any duties undertaken as external verifiers. Subsequently, Rgls must advise the Inspectorate of any change to their status as soon as it occurs.
- 54 A Rgl will not be deployed to a school that they are precluded from within a three-year period. However, this could be extended by a further two years depending on circumstances. If a Rgl has any doubt or identifies any perceived conflicts of interest, they must inform the Inspectorate immediately.

Annex A: Protocol and Guidance for Registered Inspectors

General Principles

Rgl responsibilities

Registered inspectors will support HMI by :

- being a team member on engagement visits to large primary schools
- being a team member on follow up inspection visits to primary schools
- contributing to stakeholder events such as conferences and workshops
- contributing to the development of training materials for inspectors
- supporting the delivery of conversion training events with HMI for the new inspection arrangements in September 2021
- having a working knowledge of the Curriculum for Wales
- acting in accordance with the code of conduct for inspectors
- being familiar with the protocol and guidance for follow-up visits
- completing all documentation relating to engagement and follow-up visits
- respect the confidentiality of all information received during the engagement or follow-up visit

Reporting HMI's responsibilities

- establish contact with the registered inspector
- outline the specific role of registered inspector in relation to the engagement visit, follow up visit, production of materials or delivery of training during the inspection
- check that access to the VIR and relevant documentation has been arranged
- brief the provider being visited about the role of the registered inspector
- plan the work of registered inspector during the visit
- assure the quality of the work of the registered inspector
- provide feedback on the performance of registered inspectors
- ensure that the registered inspector is aware of and follows the Inspectorate's core values and policies (for example, in respect of health and safety and bullying)

Activities in the engagement visit /follow up process

Before the visit

The registered inspector	<ul style="list-style-type: none">➤ becomes familiar with the sector guidance➤ becomes familiar with this protocol and guidance on the role of the Rgl➤ receives instructions for accessing the Virtual Inspection Room (VIR) in order to gain access to all necessary documentation
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The Reporting HMI	<ul style="list-style-type: none"> ➤ receives name and background information on the Rgl through the VIR and Inspector Profile system and allocates roles and responsibilities to the Rgl ➤ checks with the Rgl that access to the VIR has been arranged prior to the start of engagement activity
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During the visit and before leaving the school

The registered inspector	<ul style="list-style-type: none"> ➤ as instructed by the Reporting HMI, undertakes tasks designated before the visit starts ➤ works throughout the visit under the direction of the Reporting Inspector ➤ participates in team meetings ➤ undertakes learning walks and other activities ➤ listens to learners ➤ completes all documentation as appropriate ➤ contributes to the collation of findings, supporting evidence and the writing of the engagement visit or follow up report ➤ returns all school documentation
The Reporting HMI	<ul style="list-style-type: none"> ➤ monitors the work of the registered inspector and provides support as appropriate ➤ ensures that the registered inspector is fully involved in the visit

After the visit

The registered inspector	<ul style="list-style-type: none"> ➤ reviews the engagement form (EVF) or follow-up form through the VIR
The Reporting HMI	<ul style="list-style-type: none"> ➤ provides feedback to the registered inspector about the quality of their work during the visit and completes the inspector evaluation form (IEF) in the VIR.

Annex B: Health and safety of the team

All Rgls have a responsibility to make sure that their working practices throughout the activity are in accordance with health and safety regulations.

Rgls will be provided with the required Covid-19 Risk Assessment and Guidance ahead of a visit. It will be the Rgls responsibility to read and acknowledge their understanding of the documents before a visit.

HMI will make sure that the provider informs the team of the arrangements for managing health and safety in relation to the visit. This will include notification of all emergency evacuation procedures as well as the precautions to be taken in areas of the provider's premises where there is a potentially high level of risk in relation to health and safety. No member of the team will carry out any activities before they have received an appropriate health and safety briefing.

During the visit

At the start of the visit, the HMI will remind the team of their responsibilities in relation to the health and safety of themselves and others. They should exercise this responsibility by:

- having regard to the advice on health and safety provided during training courses, by the HMI on each visit and by the representatives of the provider drawing on their own experience of health and safety practice and their expertise in their own area of work
- being observant as they go about their business and taking appropriate steps to assure their own safety
- ensuring that their car is insured for business use and that they do not accept lifts from members of institution staff unless they are assured that appropriate business insurance and other arrangements are in place
- allowing sufficient time for travel between sites and driving within the law
- ensuring that they are familiar with the Inspectorate's child protection/protection of vulnerable adults procedures and acting on these where appropriate
- having regard to good practice in dealing with people who may be anxious or disturbed, and in protecting their own personal safety and integrity
- identifying and withdrawing, where appropriate, from risky situations

Rgls are not responsible for inspecting providers' compliance with health and safety regulations, which are audited by other authorities. However, HMI and members of the team will notify the provider immediately of any matters that seriously affect the health, safety and wellbeing of the learners.

Where there are specific and urgent issues, the HMI will prepare a note for the provider's funding body's health and safety manager, copied to senior colleagues at the Inspectorate.

All Rgls should record an emergency contact on their individual Inspector profile, which will be available to the Reporting HMI in the event of an emergency.