



74719 DEFINING
STUDENT
REGISTRATION
CONSULTATION
RESPONSES

HESA



HESA
95 Promenade
Cheltenham
GL50 1HZ
E liaison@hesa.ac.uk
W www.hesa.ac.uk

Higher Education Statistics Agency Limited is a company limited by guarantee, registered in England at 95 Promenade, Cheltenham, GL50 1HZ. Registered No. 02766993. Registered Charity No. 1039709. Certified to ISO 27001. The members are Universities UK and GuildHE.

CONTENTS

Summary of 74719 Defining Student Registration consultation responses.....	3
Question 5: Do you broadly support the proposal to merge the student registration entity into the engagement entity?	3
Question 6: In relation to the Competition & Markets Authority (CMA) advice on consumer protection law, which factors do you consider in deciding whether a student requires more than one contract for their studies at your provider? Please refer to the specific scenarios above if it helps to illustrate a point.	3
Question 7: In the current Student returns, the 'same level' for the purposes of the definition of the Instance is defined by the groups Undergraduate and Postgraduate. This is under review with the potential for the Postgraduate group to be split into Postgraduate Taught and Postgraduate Research. Do you foresee any issues with this?.....	4
Question 8: If you have any comments about the interaction of the intercalation flag with general principles for opening new contracts (i.e. intercalation years don't have to be 'related' or at the 'same level' in order to be one contract), please can you provide details?.....	4
Question 9: Do you operate intercalation years for programmes outside of Medicine / Dentistry / Veterinary? If so, please can you provide details?.....	5
Question 10: Do your contracts stipulate a point at which a student will be automatically withdrawn after a period of dormancy? If so, how long?	5
Question 11: Please describe any issues you foresee with capturing CPD provision in the merged structure.	6
Question 12: Please provide any supporting comments and/or concerns you have about returning records in any of the scenarios.....	6
Question 13: Are there any other scenarios not covered above, such as dual awards, that you think may be problematic to return in this merged structure? If so, please provide details.	7
Question 14: Having now worked through the consultation and scenarios, do you broadly support the proposal to merge the student registration entity into the engagement entity?	7
Question 15: Do you have any other comments?	7

SUMMARY OF 74719 DEFINING STUDENT REGISTRATION CONSULTATION RESPONSES

The consultation around how Student Registration might be defined, opened on 15 January 2020 and closed on 12 February 2020. In total we received 77 responses to the consultation, 76 from providers and 1 from other organisations (software supplier). This paper summarises the responses we received and where relevant makes HESA's recommendations based on the results.

The table below shows a breakdown of the responses received, providers split by country and also other organisations.

Country	Responses (%)
England	80%
Scotland	13%
Wales	4%
Northern Ireland	2%
Software suppliers	1%

QUESTION 5: DO YOU BROADLY SUPPORT THE PROPOSAL TO MERGE THE STUDENT REGISTRATION ENTITY INTO THE ENGAGEMENT ENTITY?

Responses	% of total responses
Yes	94%
No	3%
Undecided	3%

Recommendation: Merge the Engagement and StudentRegistration entities.

There are some specific examples that need guidance clarifying for this approach (covered throughout this paper) however given the overwhelming support for merging the entities, there would have to be a very strong case for not doing this.

QUESTION 6: IN RELATION TO THE COMPETITION & MARKETS AUTHORITY (CMA) ADVICE ON CONSUMER PROTECTION LAW, WHICH FACTORS DO YOU CONSIDER IN DECIDING WHETHER A STUDENT REQUIRES MORE THAN ONE CONTRACT FOR THEIR STUDIES AT YOUR PROVIDER? PLEASE REFER TO THE SPECIFIC SCENARIOS ABOVE IF IT HELPS TO ILLUSTRATE A POINT.

There were 63 responses to this question. The most common response (40%) related to multiple contracts existing where students are doing two distinct qualifications at the same time, with some specifically referencing that the credits from the two qualifications cannot be counted towards each other. 17% of respondents stated that different contracts would be needed if the students were studying at different levels.

There were a number of other reasons for creating a new contract cited, including:

- Separate funding/fees arrangements
- Separate applications
- Transfers between different subject areas
- Students successfully completing or withdrawing from one programme and restarting on another

The most common responses to this question identified factors that were already considered by the consultation. We do not think the guidance needs to change based on the responses to this question.

QUESTION 7: IN THE CURRENT STUDENT RETURNS, THE 'SAME LEVEL' FOR THE PURPOSES OF THE DEFINITION OF THE INSTANCE IS DEFINED BY THE GROUPS UNDERGRADUATE AND POSTGRADUATE. THIS IS UNDER REVIEW WITH THE POTENTIAL FOR THE POSTGRADUATE GROUP TO BE SPLIT INTO POSTGRADUATE TAUGHT AND POSTGRADUATE RESEARCH. DO YOU FORESEE ANY ISSUES WITH THIS?

There were 75 responses to this question. The majority (73%) stated either that they supported the proposal or that they did not foresee any issues with this.

The main concern raised was regarding programmes that have a mix of taught and research elements with several requesting that there is clear guidance regarding how these are returned. Some examples given were:

- '1+3' degrees where students study at PGT level for the first year and PGR for the remainder (or similar durations).
- Research programmes that contain taught elements

Two responses suggested creating further granularity by requiring different Instances where students move between the following:

- Degree Apprenticeships and 'standard' undergraduate programmes. Due to the dates defined in HESA not aligning with the ESFA, the response suggested a new Instance should be returned when a student moves between these versions of a course.
- Different levels in FHEQ. One response suggested we should use the more granular levels within FHEQ (in addition referencing the ELQ rules).

Recommendation: Define 'level' in this context based on funding council / body definitions.

The guidance should take into account the examples given. If the student starts at a PGT level but intends to move to a PGR level and gain a PGR qualification, this should be one Engagement. This would align with the approach to Integrated Masters courses.

QUESTION 8: IF YOU HAVE ANY COMMENTS ABOUT THE INTERACTION OF THE INTERCALATION FLAG WITH GENERAL PRINCIPLES FOR OPENING NEW CONTRACTS (I.E. INTERCALATION YEARS DON'T HAVE TO BE 'RELATED' OR AT THE 'SAME LEVEL' IN ORDER TO BE ONE CONTRACT), PLEASE CAN YOU PROVIDE DETAILS?

The majority of responses stated that intercalation was not applicable to their organisation or that they had no additional comments.

Of those that did provide a comment, five indicated that an intercalation was not considered a separate contract whereas three indicated that this could be a separate contract.

Examples were given for when a new contract would be formed:

- Where medical students opt to intercalate on an internal standalone Masters
- Where, in exceptional cases, a student intercalates onto a PhD from an undergraduate MBBS.

One response pointed out that we do not currently have a clear definition of intercalation and requested that this be included in the guidance.

Recommendation: Intercalations at the same provider should be returned as part of the same Engagement.

Proposed definition of Intercalate:

Where a Medical, Dentistry or Veterinary student takes time out from their programme to study for another qualification with the intention to return to their programme on completion, this is considered intercalation. This intercalation could take place at the same provider or a different provider.

QUESTION 9: DO YOU OPERATE INTERCALATION YEARS FOR PROGRAMMES OUTSIDE OF MEDICINE / DENTISTRY / VETERINARY? IF SO, PLEASE CAN YOU PROVIDE DETAILS?

93% of responses to this question stated that they did not offer intercalation outside of medicine/dentistry/veterinary courses.

Of those who stated that they do, the following examples were given:

- Two responses indicated that they had incoming intercalations on sports related programmes (e.g. Sports and Exercise Science BSc).
- One response stated that they allow students to interrupt for 24 months as part of their business degrees.
- One response stated that they have specialist years (in computing, data analytics, arts and journalism) which can be studied as an additional year to students' substantive courses. These are currently reported as a new course in the HESA data.

There were very few examples of intercalations that did not apply to medicine, dentistry and veterinary courses. If statutory customers do not need to identify these, we recommend retaining the current definition of the intercalate field of only applying to medicine, dentistry or veterinary courses.

Recommendation: Don't include non-medicine, dentistry or veterinary intercalations in the scope for the intercalate field.

QUESTION 10: DO YOUR CONTRACTS STIPULATE A POINT AT WHICH A STUDENT WILL BE AUTOMATICALLY WITHDRAWN AFTER A PERIOD OF DORMANCY? IF SO, HOW LONG?

This question had 70 responses. 24% indicated that there was no set period after which a student would be withdrawn. Responses included references to individual circumstances and decisions being made by exam boards on a case by case basis.

19% indicated that there was not a set period across the provider but there were set periods for particular courses. For example, 16% of responses cited there being a maximum period of registration for a given programme and so the period of dormancy allowed would relate to the student being able to complete the qualification during this period. One respondent gave the example that they allow a maximum of five years to complete a three year course so more than two years of dormancy would mean withdrawal.

Of those that stated a specific period, the most common answer was two years with one year being the next most common response. The longest period was quoted by one response as seven years. Some providers responded with very short periods (e.g. 20 days, 3 weeks), these responses seemed to relate to the period of unexplained absence after which students would be withdrawn (rather than agreed periods of dormancy).

Of those that stated there was a set period, many acknowledged that exceptions would be made in extenuating circumstances.

Recommendation: any student who has been dormant on an Engagement for 2 years, should be closed down.

QUESTION 11: PLEASE DESCRIBE ANY ISSUES YOU FORESEE WITH CAPTURING CPD PROVISION IN THE MERGED STRUCTURE.

There were 64 responses to this question (excluding those that responded to say they had no CPD provision).

55% responded to say that they did not foresee any issues with capturing CPD provision in this structure.

Of those who raised issues, the most common responses were:

- Students studying on what is considered one CPD programme to the provider but studying credits at undergraduate and postgraduate level. Would this be one or two Engagements?
- CPD students are more likely to have periods of dormancy, how should this be reflected?
- If a student completes a single CPD module, it may not be known if they are intending to return. If they subsequently return to continue studying CPD modules at the same level, should the previous Engagement be re-opened?
- The expected end date for CPD students is unlikely to be known at the start.
- Some providers indicated that they would set each module up as a separate record in their systems which may cause problems if they need to combine these for HESA.

QUESTION 12: PLEASE PROVIDE ANY SUPPORTING COMMENTS AND/OR CONCERNS YOU HAVE ABOUT RETURNING RECORDS IN ANY OF THE SCENARIOS.

Most respondents did not have any additional comments.

Seven took the opportunity to state that the entities should be merged.

Some concerns about particular scenarios were raised:

- The consultation proposed a principle for the new merged entity that “once the record has been closed, it cannot be reopened.” This was raised as a concern in three responses citing scenarios where a student leaves gaining an exit award lower than their qualification aim and subsequently, perhaps follow an appeals process, returns to the same aim. Each response suggested that the original record should be reopened in these cases.
- Scenario 2d gave the example of a student undertaking three modules which are independent, i.e. they cannot be counted towards the same qualification. This would therefore require three records, one for each module. Three responses stated that this scenario should be returned in one record as the modules were all at the same level.
- Scenario 5 gave the example of a student progressing to a BSc following successful completion of an HND. This would be returned as two records as the student completed and was awarded the first award before moving onto the next, rather than this being one aim. Four responses gave examples of student progressing to an award at a higher level following completion of a lower award suggesting that this should be one record as they consider this natural progression.

Three responses expressed the need for clear and timely guidance regarding when a new Engagement would/would not be opened to ensure consistency.

One response also pointed out that if any guidance changes led to more Engagements being returned than Instances in the current collection, we would need to consider the impact on onward uses of the data such as PIs or the Graduate Outcomes population.

QUESTION 13: ARE THERE ANY OTHER SCENARIOS NOT COVERED ABOVE, SUCH AS DUAL AWARDS, THAT YOU THINK MAY BE PROBLEMATIC TO RETURN IN THIS MERGED STRUCTURE? IF SO, PLEASE PROVIDE DETAILS.

There were 12 responses to this question (excluding those who had no additional scenarios to raise).

There were a range of responses so not any particular common themes, but the following were raised:

- Apprenticeships
- Integrated study patterns where one programme has study across multiple levels
- Staged programmes. E.g. where a PGCert is awarded after completing 60 credits in year 1, a PGDip is awarded after completing a further 60 credits in year 2 and an MA following year 3. At each stage the student has a choice to continue or not and so does not necessarily have the goal of the MA at the start
- Collaborative activity, including an example of sequential collaborative provision that is not at a PGR level
- Student withdrawing and then being reinstated; three responses queried the principle that means the previous record should not be reopened.

QUESTION 14: HAVING NOW WORKED THROUGH THE CONSULTATION AND SCENARIOS, DO YOU BROADLY SUPPORT THE PROPOSAL TO MERGE THE STUDENT REGISTRATION ENTITY INTO THE ENGAGEMENT ENTITY?

Responses	% of total responses
Yes	93%
No	4%
Undecided	3%

There was one provider who responded 'Yes' at the start of the consultation and 'No' at the end. They gave the following reason: "To clarify – we answered yes to Q5 as we completely support the merging of registration and engagement into a single entity.

We answered no to Q14 as we disagree with the principle that once a student engagement/registration has closed, it cannot be reopened. So while we still completely agree with the idea of merging the two entities, we disagree with this principle of its implementation. "

QUESTION 15: DO YOU HAVE ANY OTHER COMMENTS?

32 respondents provided additional comment. 30% of those commented that they supported the merging of the Engagement and StudentRegistration entities.

The next most common response (20%) related to the proposed principle that once a record is closed it cannot be reopened. The concerns raised regarding this related to:

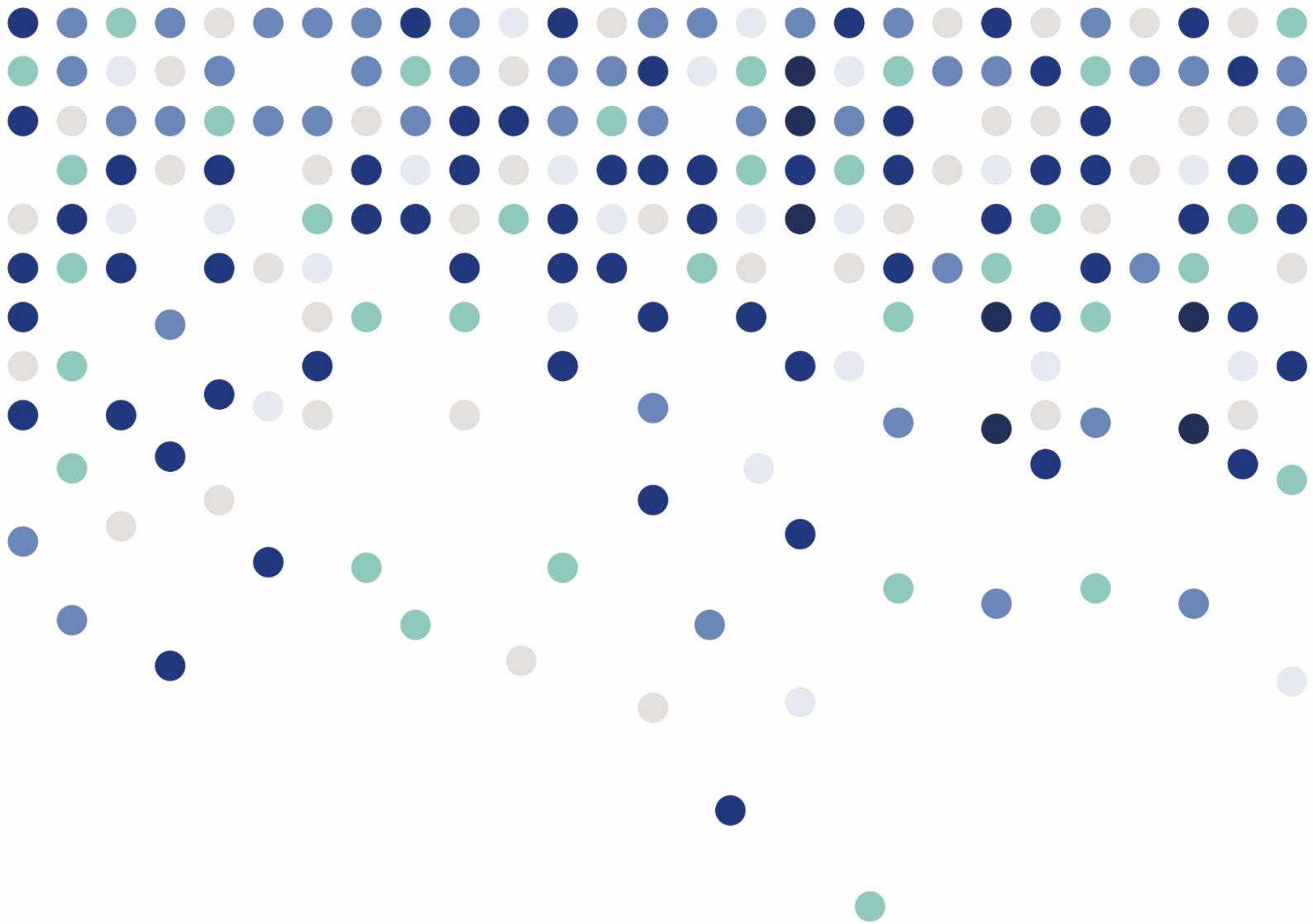
- Students withdrawing and restarting on the same qualification, the respondents would consider this one record.
- With reporting happening three times a year the likelihood of the above scenario could be increased as withdrawals and restarts that happened during a reporting year would not currently be reported.
- Difficulties in calculating the final award if the modules are associated with different records

- This may encourage providers to keep CPD records open and dormant so that any future activity can be linked to the same record.

The other responses varied and included:

- Clarity regarding CPD and modular study
- Three responses raised concerns regarding the principle of the new merged entity relating to returning students who have attended even if they have not registered. Reasons cited included the difference to other definitions (e.g. SLC), not having collected data from these students and GDPR concerns due to not having distributed the collection notice until registration.
- We need to be clear about how we are defining 'levels'. One response suggested we define these by specific QUALCAT values rather than more generic levels to clarify the level of e.g. PGCEs, Nursing courses with UG funding, Professional Doctorates.
- HESA should consider the ILR definitions where possible in the structure e.g. the ILR require new learning delivery records where students transfer at the same level or take a break in learning.
- A clear definition of the expected end date is needed
- Providers and software suppliers need sufficient time after outcomes of consultations are announced to implement changes.
- Examples where students transfer at the same level but to different types of course e.g. apprenticeship, teacher training.

Recommendation: a number of the comments and queries from respondents to this consultation, will be answered in the guidance, or considered in work going forward.



HESA
95 Promenade
Cheltenham
GL50 1HZ
E liaison@hesa.ac.uk
W www.hesa.ac.uk

