

Change Control Note – 2026 Cohort Extension

Ref: HPITT/2025/13

Contract Number:	Con_8477	DfE Lead:	REDACTED
Contractor:	Teach First	Original Contract Value:	£112,733,671
Contract Start Date:	04 May 2021	Contract Expiry Date:	31 October 2027

Variation Requested:	This Contract Change Note confirms the agreement by the Parties to vary the terms of the contract to accommodate an additional cohort of the High Potential Initial Teacher Training and Leadership Development Programme (HPITT) in 2026 (Cohort 5).
Originator of Variation:	DfE
Date:	01 February 2025
Reason for Variation:	<p>The Authority approached the Contractor to explore the option of extending the Contract for an additional 2026 cohort and the Parties subsequently agreed on the terms as set out in this Change Control Note.</p> <p>The original Contract was for the 'Initial Term' covering the 2022 and 2023 cohorts. The contract was then extended to include the 'Extended Period' for the 2024 and 2025 cohorts via a Change Control (HPITT2024/001) in April 2023. This Change Control further extends the Contract to accommodate a 2026 cohort and shall be referred to as the '2026 Cohort Period'.</p>
Summary of Variation:	<p>This Contract Change Note formalises the agreement between the Parties to vary the contract to accommodate an additional 2026 cohort of the Services based on a cohort size of 1,300 Participants.</p> <p>The following amendments to the contract will apply:</p> <p>Terms and Conditions – extension of the contract term by a further 12 months with a revised expiry date of 31 October 2028.</p> <p>Specification – various amendments to incorporate the additional 2026 cohort of 1,300 Participants starting on 30 September 2026.</p> <p>Financials – amendments to the payment model, including revised Service Fee and Output Payment models.</p> <p>Performance Levels – additional KPIs for the 2026 cohort based on a cohort recruitment target of 1,300 Participants.</p> <p>See Annex A for a full breakdown of the amendments to the terms.</p>
Date of Variation commencement:	01 June 2025
Date of Variation expiry:	31 October 2028

Total Value of Variation:	The value of the 2026 Cohort Period covered by this Change Control Note shall not exceed £24,530,835 (ex VAT). The agreed Charges are set out in the Supporting Information below and subject to the terms of the Contract.		
	Contract Period	Cohort(s)	Value (ex-VAT)
	Initial Term	2022 and 2023	£56,366,836
	Extension Period	2024 and 2025	£56,366,836
	2026 Cohort Period	2026	£24,530,835
	The total value of the Contract over the full term will be increased to £137,264,507		
Payment Profile:	Payments will be subject to the terms as set out in the Contract.		
Impact on original Contract:	<p>On completion of this Change Control Note the Parties agree that the amendments set out in Annex A will form part of the Contract, along with the existing terms and conditions, inclusive of any previous Change Controls.</p> <p>For the avoidance of doubt, where a clause states it is ‘for the 2026 cohort only’ it will only apply to the 2026 Cohort Period and the Service being delivered in the Initial Term and Extension Period will remain unchanged.</p> <p>REDACTED</p>		
Supporting Information: (attach supporting documentation for this Change Control)	<p>REDACTED</p>		

Signed for and on behalf of Teach First:

Signature: **REDACTED**

Name: **REDACTED**

Title: **REDACTED**

Date: **REDACTED**

Signed for and on behalf of the Department:

Signature: **REDACTED**

Name: **REDACTED**

Title:

REDACTED

Date:

REDACTED

ANNEX A – CONTRACT AMENDMENTS FOR THE 2026 COHORT PERIOD

1. The following amendments to Schedule 1 The Specification will apply:

- 1.1 The addition of Clause 3.3.6:
 - 3.3.6 The 2026 cohort to start Year 1 of the Programme by 30 September 2026 and Year 2 of the Programme by 30 September 2027.
- 1.2 Clause 5.1.5 shall be replaced with:
 - 5.1.5. recruit 8,300 Participants over five cohorts: with the first cohort of 1,750 Participants beginning the Programme by 30 September 2022; a second cohort of 1,750 Participants beginning the Programme by 30 September 2023; a third cohort of 1,750 Participants beginning the Programme by 30 September 2024; a fourth cohort of 1,750 Participants beginning the Programme by 30 September 2025; and a fifth cohort of 1,300 Participants beginning the Programme by 30 September 2026.
- 1.3 Clause 5.1.8 shall be replaced with:
 - 5.1.8. meet annually determined subject specific recruitment targets (set in August each year) which align with the Authority's teacher recruitment priorities. The overall target for shortage subjects along with an individual subject breakdown will be provided to the Contractor by August 2021 for the 2022 cohort, by August 2022 for the 2023 cohort, by August 2023 for the 2024 cohort, by August 2024 for the 2025 cohort, and August 2025 for the 2026 cohort. For illustration purposes the 2021 cohort target was:
- 1.4 Clause 6.1.1 shall be replaced with:
 - 6.1.1 ensure all Participants are prepared to start their Initial Teacher Training and work as unqualified teachers by the start of the Programme i.e., by 30 September 2022 for the 2022 cohort, by 30 September 2023 for the 2023 cohort, by 30 September 2024 for the 2024 cohort, by 30 September 2025 for the 2025 cohort, and by 30 September 2026 for the 2026 cohort;
- 1.5 Clause 8.1.2 shall be replaced with:
 - 8.1.2 prepare schools and mentors to provide effective support to Initial Teacher Training trainees and Early Career Teachers (ECTs) in line with all existing and future government policy relating to Initial Teacher Training and induction years including the ITT Criteria and Supporting Advice, the ITT Core Content Framework (2019), the Early Career Framework (ECF), and from September 2025 the Initial Teacher Training and Early Career Framework (ITTECF);
- 1.6 Clause 9.1.1 shall be replaced with:
 - 9.1.1 recruit and manage a sufficient number of Eligible Schools across England to ensure that all successful Participants can be matched to the most appropriate posts in Eligible Schools to start the programme by 30 September 2022 for the 2022 cohort, by 30 September 2023 for the 2023 cohort, by 30 September 2024 for the 2024 cohort, by 30 September 2025 for the 2025 cohort, and by 30 September 2026 for the 2026 cohort;
- 1.7 Clause 9.3 shall be replaced with:
 - 9.3 The Authority will provide the Contractor with the school eligibility criteria methodology and a list of Eligible Schools for the Programme on an annual basis - by August 2021 for the 2022 cohort, by August 2022 for the 2023 cohort, by August 2023 for the 2024 cohort, by August 2024 for the 2025 cohort, and by August 2025 for the 2026 cohort. The criteria will be subject to an annual review, to ensure they remain aligned with government priorities, and the Authority will expect the Contractor to adapt to any changes.
- 1.8 Clause 16.1.1.1 shall be replaced with:
 - 16.1.1.1 Developing and maintain an Implementation Plan (IP) covering the entire Contract Period including the Mobilisation Period and any Extension Period(s). The IP shall show key milestones, a critical path and critical dependencies and contingency arrangements. The

plan will be updated weekly during the Mobilisation Period and at least quarterly from the Service Commencement Date.

2. The following amendments to Schedule 2 Terms and Conditions will apply:

- 2.1 The definition of 'Expiry Date' in section 1 'Definitions and Interpretation' shall be replaced with:
means 31 October 2028

3. The following amendments to Schedule 3 Financials will apply:

- 3.1 The addition of Clauses 2.3.5 to 2.3.10:

- 2.3.5 For the 2026 cohort only, a Service Fee equivalent to 40% the value of the extension will be paid to the Contractor from June 2025, split equally across 26 monthly payments.
- 2.3.6 For the 2026 cohort only, if, at the point of measurement of KPI1/26, the Contractor's performance is below 1,250 participants, the Department shall adjust the Service Fee proportion downwards on a pro rata basis between 40% at 1,300 and 25% at 1,100.
- 2.3.7 Any adjustment to the Service Fee model in respect to 2.3.6 shall also:
- 2.3.7.1 include an adjustment to the weighting of corresponding output payments to ensure the overall distribution of payments amounts to 100% of the value of the extension;
- 2.3.7.2 include an adjustment to any estimated Interim Payments to reflect the change in the payment model;
- 2.3.7.3 reconcile the difference in any payments already made via deductions to future Service Fee amounts; and
- 2.3.7.4 be applied using the Change Control Procedure following measurement of KPI1/26 to formalise the revised payment model.
- 2.3.8 For a detailed breakdown of the impact of Clause 2.3.6 on the Service Fee and Output Payments, refer to '2026 Cohort Service Fee & Output Payment Charge Ready Reckoner' in Annex 1 (Payment Model) of this schedule.
- 2.3.9 For the 2026 cohort only, the Parties agree to work together to investigate acceptability of modest increases to school fee caps. Any agreed increase to expected school fee income, resulting from any cap uplifts agreed between the Parties, shall be offset against reductions to the Contract charges for the 2026 cohort extension.
- 2.3.10 Any adjustment to the School Fees in respect to 2.3.9 shall be applied using the Change Control Procedure prior to commencement of the 2026 cohort placement process.

- 3.2 The addition of Clauses 2.5.3 and 2.5.4:

- 2.5.3 For the 2026 cohort only, the payments made upon successful delivery of the outputs as set out in Table 1a (Key Performance Indicators) of Schedule 4 (Performance Levels) are equivalent to 60% the value of the extension. The Output Payments to apply for the 2026 cohort are set out in Table 2a below:

Table 2a – Output Payments for 2026 Cohort

Output	Payment Per Participant
KPI1	REDACTED
KPI2	REDACTED
KPI3	REDACTED
KPI4	REDACTED

- 2.5.4 For the 2026 cohort only, if the service fee model is adjusted as per clause 2.3.6, then the Output Payments in Table 2a will be adjusted using the Change Control Procedure to align with the revised service fee payments, as set out in the Ready Reckoner at Annex 1.

- 3.3 The addition of Clause 2.7.4:

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- 2.7.4 Incentive Payments shall not apply to the 2026 cohort.
- 3.4 The addition of Clauses 2.9.7 and 2.9.8:
- 2.9.7 For the 2026 cohort only, no consideration during the apportionment process shall be made in recognition of claiming gainshare on school fee income, and for the avoidance of doubt, any efficiency savings shall be split 50/50 between the Contractor and Authority.
- 2.9.8 for the 2026 cohort only, The Contractor shall explore adjustments to programme investment cost lines through Contract Management channels prior to the allocation of any gainshare savings.
- 3.5 Clause 2.8.6 shall be renumbered as Clause 2.8.7 and replaced with:
- 2.8.6 The cumulative Interim Payments made in respect of Output Payments for KPI3/26 performance up to and including October 2027, shall be no more than 90% of the actual measured performance recorded in August 2027. The remaining Output Payment for KPI3/26 performance will be made in October 2028 and take account of the final actual measured performance recorded in August 2028.
- 3.6 The addition of Clauses 4.2 to 4.8:
- 4.2 For the 2026 cohort only, Indexation shall not routinely apply to the costs of a 2026 cohort because the parties have agreed an inflationary assumption within the Pricing Model.
- 4.3 For the 2026 cohort only, the Contractor may request additional funding to a reasonable level if it can evidence its staffing costs have exceeded beyond the agreed inflationary assumption as set out in the risk register.
- 4.4 Except as set out in clause 4.3, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Contractor or its Subcontractors in the performance of their obligations.
- 4.5 For the 2026 cohort only, in exceptional circumstances, the Contractor may apply to the Authority for adjustment to the Charges if the Contractor can prove that there has been an actual material increase to the cost of providing the Services beyond those set out above.
- 4.6 Any request under clauses 4.3 or 4.5 will be subject to the Contractor evidencing such increase to the Authority's satisfaction through:
- the use of Open Book Data; and/or
 - relevant benchmarking data; and/or
 - any other means that evidence that there has been an actual increase to the cost of providing the Services.
- 4.7 for the 2026 cohort only, The Contractor may submit one request for additional funding under clause 4.3 or 4.5 per contract year and the Authority reserves the right to approve the values.
- 4.8 Any agreed adjustment under clauses 4.3 or 4.5 shall be paid as a single supplementary payment in arrears and subject to the Change Control Procedure.
- 3.7 The addition of the following documents to Annex 1 – Pricing Model:
- 2026 Cohort Pricing Model**
- REDACTED**
- 2026 Cohort Service Fee & Output Payment Charge Ready Reckoner**
- REDACTED**
- 4. The following amendments to Schedule 4 Performance Levels will apply:**
- 4.1 The addition of Clause 7:
- 7. TRANSPARENCY REPORTING**

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7.1 As part of the government's commitment to increased transparency in the delivery of public services the Authority is required to report the Contractors performance against 3 KPIs from this contract using the metrics set out in table 1b.

7.2 The KPIs to be published for this Contract are:

- KPI1/26 – Participant Starts
- KPI4/26 – Year 2 Retention
- KPI3/26 – Achievement of QTS

4.2 The addition of Table 1a:

Table 1a – Key Performance Indicators for the 2026 cohort:

KPI Reference	KPI Description and Standard	Service Threshold
KPI1/26	2026 Cohort Participant Starts 1,300 Participants will Start Year 1 of the Programme	1,000
KPI2/26	2026 Cohort Participant Year 1 Retention 90% of Participants who start Year 1 of the Programme will complete Year 1 of the Programme	75%
KPI3/26	2026 Cohort Participant Achievement of QTS 90% of Participants who start Year 1 of the Programme will achieve QTS by the end of the Programme	75%
KPI4/26	2026 Cohort Participant Year 2 Retention 86% of Participants who start Year 1 of the Programme will complete Year 2 of the Programme	75%

4.3 The addition of Table 1b:

Table 1b – Key Performance Indicator transparency reporting metrics:

KPI Reference	Inadequate the performance of the supplier is significantly below that of the KPI target	Requires Improvement the performance of the supplier is below that of the KPI targets	Approaching Target the supplier is close to meeting the KPI target	Good the supplier is meeting or exceeding the KPI target
KPI1/26	<80%	80% - 94.9%	95% - 99.9%	100%
KPI3/26	<72%	72% - 85.4%	85.5% - 89.9%	90%>
KPI4/26	<70%	70% - 77.9%	78% - 85.9%	86%>

For the avoidance of doubt, the percentages in the table are an absolute measure based on the cohort size rather than a percentage of the KPI target i.e. the performance rating for 'Good' on KPI3/26 is 90% of participants and not 90% of the KPI target.

4.4 The addition of Table 2a:

Table 2a – Service Credits for the 2026 cohort:

KPI Ref:	Monitoring Method	Service Credit Ref:	Service Credit Description	Applicable Charges	Payment Date
KPI 1/26	Measure is taken at the start of Year 1 of the 2026 Cohort	SC1-26	If Performance is 100% of the 1,300 target, then no Service Credit will be levied. If Performance is between 95.0% and	1. The Service Fee relating to the 2026 cohort, charged between 1 Oct 2025 and	Once 30 November 2026

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	<p>Programme on 30 September 2026</p> <p>If an Autumn Institute is delivered the second measure will be taken on 30 October 2026 for participants described in Schedule 1 clause 6.1.1.1.3</p> <p>Success will be measured against the validated total number of Starts on Year 1 of the Programme taken from the Authority's Database of Trainee Teachers and Providers</p>		<p>99.9% of the 1,300 target (i.e: 1235 - 1299), then 3% of the Applicable Charges will be levied as a Service Credit</p> <p>If Performance is between 86.0% and 94.9% of the 1,300 target (i.e: 1118 - 1234) then 5% of the Applicable Charges will be levied as a Service Credit</p> <p>If Performance is below 86.0% of the 1,300 target (i.e: 1118 and below) then 10% of the Applicable Charges will be levied as a Service Credit</p>	<p>30 September 2026; and</p> <p>2. The total Output Price for 2026 cohort relevant to the number of trainees by which the KPI target was missed by (Difference between target and actual multiplied by the per trainee KPI1 Output Price); and</p> <p>3. N/A</p>	
KPI 2/26	<p>Measure is taken at the end of Year 1 of the 2026 Cohort Programme on 31 August 2027</p> <p>Success will be measured against the validated total number of Participants who complete Year 1 of the Programme taken from the Authority's Database of Trainee Teachers and Providers</p>	SC2-26	<p>If 90% or more of Participants who start Year 1 of the Programme complete Year 1 of the Programme, then no Service Credit will be levied.</p> <p>If between 81.1% and 89.9% of Participants who start Year 1 of the Programme complete Year 1 of the Programme, then 3% of the Applicable Charges will be levied as a Service Credit</p> <p>If 81% or less of Participants who start Year 1 of the Programme complete Year 1 of the Programme, then 5% of the Applicable Charges will be levied as a Service Credit</p>	<p>1. The Service Fee relating to the 2026 cohort, charged between 1 Oct 2026 and 31 August 2027; and</p> <p>2. The total Output Price for 2026 cohort relevant to the number of trainees by which the KPI target was missed by (Difference between target and actual multiplied by the per trainee KPI2 Output Price); and</p> <p>3. N/A</p>	Once 30 October 2027
KPI 3/26	<p>Measure is taken at the end of Year 2 of the 2026 Cohort Programme on 31 August 2028</p> <p>Success will be measured against the validated total number Participants who achieve QTS at the end of the Programme taken from the Authority's Database of Qualified Teachers</p>	SC3-26	<p>If 90% or more of Participants who start Year 1 of the Programme achieve QTS by the end of the Programme, then no Service Credit will be levied.</p> <p>If between 81.1% and 89.9% of Participants who start Year 1 of the Programme achieve QTS by the end of the Programme, then 3% of the Applicable Charges will be levied as a Service Credit</p> <p>If 81% or less of Participants who start Year 1 of the</p>	<p>1. N/A</p> <p>2. The total Output Price for 2026 cohort relevant to the number of trainees by which the KPI target was missed by (Difference between target and actual multiplied by the per trainee KPI3 Output Price); and</p> <p>3. N/A</p>	Once 30 October 2028

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			Programme achieve QTS by the end of the Programme, then 5% of the Applicable Charges will be levied as a Service Credit		
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4.5 The addition of Table 3a:

Table 3a – Subsidiary Performance Indicators for the 2026 cohort:

SPI No.	SPI Title	SPI Description and Standard	Monitoring Period	Monitoring Method
SPI1/26	Priority Subjects	At least 468 (or 36 % whichever is higher) Participants will start Year 1 of the Programme in Priority Subjects as defined in Schedule 1 – The Specification.	Measured in October 2026	MI to be submitted in the November 2026 Annual Review Report. The data will be validated on the Authority's Register trainee teachers service.
SPI2/26	Participant University	At least 60% of Participants that start Year 1 of the 2026 Cohort Programme will hold a degree from a Russell Group University.	Measured in October 2026.	MI to be submitted in the November 2026 Annual Review Report.
SPI3/26	Participant Degree Class	At least 90% of Participants that start Year 1 of the 2026 Cohort Programme will have a 2:1 or higher degree classification.	Measured in October 2026.	MI to be submitted in the November 2026 Annual Review Report.
SPI4.1/26	Placement of Participants in Eligible Schools	No less than 90% of Participants in London that start Year 1 of the 2026 Cohort Programme will be placed in and will remain working in Eligible Schools for the full duration of the Programme.	Measured in October 2026 and annually until August 2028.	MI to be submitted in the November 2026 Annual Review Report and annually thereafter.
SPI4.2/26	Placement of Participants in Eligible Schools	Ensure that outside London, no less than 80% of Participants that start Year 1 of the 2026 Cohort Programme will be placed in and will remain working in Eligible Schools for the full duration of the Programme.	Measured in October 2026 and annually until August 2028.	MI to be submitted in the November 2026 Annual Review Report and annually thereafter.
SPI5/26	Geographical Placement of Participants	At least 5% of Participants who start Year 1 of the Programme will be placed in each English Region (as defined in Schedule 2 – Specification) and a maximum of 40% of Participants who start Year 1 the 2025 Cohort Programme will be placed in London (as defined in Schedule 1 – Specification).	Measured in October 2026.	MI to be submitted in the November 2026 Annual Review Report.
SPI6/26	Participant Exit Reviews	At least 90% of Participants that start the 2026 Cohort Programme will receive an Exit Review on leaving the Programme.	Measured Quarterly each year in October, January, April, and July until October 2028.	MI to be submitted in each Quarterly Performance Report.
SPI7/26	Participant Satisfaction	At least 90% of 2026 Cohort Participants rate their experience of being on the Programme as	Satisfaction Survey measured at the end of Year 1 (July 2027).	MI to be submitted in each Quarterly Performance Report.

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		good or better measured by the Satisfaction Survey and at their Exit Review.	Exit reviews measured quarterly each year at the end of October, January, April, and July until October 2028.	
SPI8/26	School Satisfaction	At least 90% of schools rate their experience of the 2026 Cohort Programme as good or better.	Measured Annually in September until September 2028.	MI to be submitted in the November 2027 and November 2028 Annual Review Reports.
SPI9/26	Placement of Participants in Opportunity Areas	<i>Drafting note: For the 2026 cohort it was agreed to remove the SPI relating to the placement of participants in opportunity areas and to explore via contract management the introduction of a replacement SPI based on any emerging geographical priorities.</i>		

5. The following amendments to Schedule 7 Key Contractor Staff and Key Sub Contractors will apply:

5.1 The table in Schedule 7 shall be replaced with:

Name	Role	Period of Involvement
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED

6. The following amendments to Part B Financial Reports of Schedule 13 Financial Transparency will apply:

6.1 Clause 1.1 shall be replaced with:

1.1 The Contractor shall provide, using the templates provided by the Authority:

- (a) the Contract Inception Report on or before the Effective Date; and
- (b) during the Term the following financial reports to the Authority, in the frequency and format specified below:

Financial Report	When to be provided	Purpose of report
Contract Amendment Report	Within 1 month of a Material Change being agreed between the Contractor and the Authority	Fully revised breakdown of all projected income and expenditure to create an amended Pricing Model for the Services.
Quarterly Contract Report	Within 1 month of the end of each Quarter	Breakdown of quarterly income* and expenditure including commentary on any variances Shall also include an updated financial risk register
Annual Contract Report	Within 1 month of the end of the Contract Year to which that report relates	Reconciliation of actual income and expenditure versus the Pricing Model for the Contract Year with adjusted forecasts for the upcoming Contract Year
Final Reconciliation Report	Within 6 months after the end of the Term	Full breakdown of income and expenditure across the Term to create a final Pricing Model for the Services.

* Inclusive of contractual income, school fee income and any other permitted income within the commercial model.