Bradford Academy

Partnership Agreement Template Cohort Five

2025 Identification Cycle

This partnership agreement is entered on April 23, 2026 among the signatory partner entities, including Bradford Academy, Bay Mills Community College, Oakland Schools, and the Michigan Department of Education (MDE). According to MCL 388.1622p, assignment of a district to a 3-year partnership is made by the state superintendent of public instruction.

The above-named signatory partner entities agree that upon the commencement date of this partnership agreement, they shall collaboratively work to achieve the mutually agreed upon goals, including interim target benchmarks and aligned end target outcomes for the local education agency (LEA), both traditional public school districts and public school academies (PSA) and schools named in this document. The purpose of the agreement is to improve student achievement at Bradford Academy.

The purposes, terms, and conditions of this agreement are as follows:

I. COMPONENTS OF THIS AGREEMENT

The signatory partner entities will collectively assess the needs defined below in **Section I.A.1-5** and develop a plan of support and interventions. Through increased collaboration and positive relationships, the signatory partners will implement Bradford Academy's agreement with fidelity, resulting in improved academic achievement for all students. Within 90-school days of assignment as a partnership district, signatory partner entities agree to collaboratively complete a partnership agreement that:

A. Utilizes the Michigan Integrated Continuous Improvement Process (MICIP) to "complete a comprehensive needs assessment in collaboration with an intermediate district, community members, education organizations, and postsecondary institutions," as applicable in MCL 388.1621h.

The goals within the partnership agreement are generated from three state and two federal required areas of inquiry [MCL Section 388.1621h] and [Every Student Succeeds Act Sec. 1111.d.1.B.]. The process to generate goals is completed within the MICIP process. The comprehensive needs assessment or evaluation must include all of the following:

State Requirements

1. A review of the district's implementation and utilization of a multi-tiered system of supports (MTSS) to ensure that it is used to appropriately inform instruction.
2. A review of the district and school building leadership and educator capacity to substantially improve student outcomes.
3. A review of classroom, instructional, and operational practices and curriculum to ensure alignment with research-based instructional practices and state curriculum standards.

Federal Requirements

1. A review of all components in the Michigan School Index for all schools identified for Comprehensive Supports and Improvement.

2. A review of resource inequities, which includes a review of district- and school-level budgeting via the Resource Allocation Review process.

The MICIP platform will be used annually for partnership districts to outline strategies and activities for each goal, including funding and communication. The identified strategies for achieving the goals should address the whole child's needs. A school-level report will be generated via MICIP to meet federal requirements.

B. Includes a continuous improvement plan, as part of the partnership agreement, that has been approved by the state superintendent or his/her designee, addressing the needs identified in the comprehensive needs assessment [MCL Section 388.1621h]. MICIP will house the continuous improvement plan. Additionally, the continuous improvement plan must:

1. Identify how the district's MTSS is used to inform instruction appropriately.

2. Identify how the district's talent/staff management system, including specific details regarding district and building leadership and educator capacity, will substantially improve student outcomes.

3. Identify how the district's instructional, curriculum, and operational practices align with research-based instructional practices and state standards.

C. Includes aligned measurable 18-month interim target benchmarks and 36-month end target outcomes that will be achieved for each school operated by the district that is included in the partnership agreement and subject to approval by the director of the OPD. [MCL Sections 388.1621h and 388.1622p]

D. Includes at least one accountability measure:

1. For a traditional district assigned as a partnership district, accountability measures under this subdivision must include the reconstitution of the school. [MCL Section 388.1622p]

2. For a PSA assigned as a partnership district, accountability measures under this subdivision may include the reconstitution of the school. [MCL Section 388.1622p]

One or more accountability measures must be imposed no later than the following school year if the district does not achieve the measurable academic outcomes for each school operated by the district that is subject to the partnership agreement.

E. Includes specific actions that will be taken by the district and each of its signatory partner entities to improve student achievement as measured by the Michigan School Index. [MCL Section 388.1621h]

II. PROCESS FOR COMPLETING THE PARTNERSHIP AGREEMENT

A. Assessing Needs: Engaging in a process that assesses the district's needs reveals a picture of its achievements and challenges and identifies the factors critical to its success. This includes examining several data sources, including academic, non-academic, and district/building systems, as well as various data types: achievement, demographic, perception, and process, to identify the gap between the current and desired state.

1. The district will assess needs via an iterative process on a regular basis throughout the continuous improvement cycle. The district will first look at district-wide data in the areas of inquiry and then look at the same school level data for the school(s) identified for CSI.

2. The district and school will then engage in root cause analysis around the areas of inquiry to discern the primary contributing factor(s), identify challenges or opportunities for growth, and identify assets that can be leveraged to address those opportunities.

B. Plan, Implement, and Monitor: Goals provide a sense of direction, motivation, and clear focus for improvement and are a result of the needs assessment defined in **Section II.A**. Based on identified needs, the partnership district will define a goal area(s) with specific, measurable, attainable, relevant, and time-bound (SMART) benchmarks and outcomes. See **Appendix B**: Example Benchmarks and Outcomes Table.

1. The district and school will outline goals, strategies, and activities that, when implemented with fidelity, will help the district reach its goals.

2. The district will identify and include 18-month interim target benchmarks, and 36-month end target outcomes aligned to the

previously identified goals. This will be completed in the table found in **Section XVII**. Requirements for benchmarks and outcomes include the following [MCL 388.1622p; MCL Section 388.1621h]:

- state assessments for at least one 18-month interim target benchmark and aligned 36-month end target outcome that put pupils on track to meet or exceed grade level proficiency
  - the increase shall be based upon the current value and an increase that would likely result in a Michigan School Index score above the bottom 5%, minimally a three (3) percentage point increase in proficiency from the baseline
- state assessments or local benchmark assessments for at least one 18-month interim target benchmark and aligned 36-month end target outcome measuring growth
- at least one 18-month interim target benchmark and an aligned 36-month end target outcome that addresses literacy
- at least one 18-month interim target benchmark and an aligned 36-month end target outcome that addresses mathematics
- at least one 18-month interim target benchmark and aligned 36-month end target outcome that addresses attendance rates.
- at least one 18-month interim target benchmark and aligned 36-month end target outcome that addresses graduation rate (if applicable)
- at least one 18-month interim target benchmark and aligned 36-month end target outcome that utilizes process data

While goals, 18-month interim target benchmarks, and 36-month end target outcomes do not change, a partnership district will monitor and may need to adjust strategies, activities, funding, and communication.

III. REVIEW OF BENCHMARKS AND OUTCOMES

Evaluating the attainment of interim target benchmark and end target outcome measures occurs twice during the life of the partnership agreement. Each evaluation follows established business rules and includes reviewing the partnership district's capacity, fidelity, the extent of reaching the targeted population or stage of implementation (scale/reach), and the impact of identified goals.

A. Interim Target Benchmark Review (BR): attainment of interim target benchmarks is reviewed at the 18-month mark of the partnership agreement.

B. End Target Outcome Review: the attainment of end target outcomes is reviewed at the 36-month mark of the partnership agreement. This is to determine the application of accountability measures defined in **Section XV** of

the agreement should a school within the partnership agreement be re-identified for CSI.

IV. TERMS AND CONDITIONS

Bradford Academy retains control of the school(s) named in this agreement. The Michigan Department of Education and the partners named in this agreement will provide mutually agreed upon support to meet the benchmarks and outcomes.

V. SIGNATORY PARTNERS

The Bradford Academy board of education president, Bradford Academy superintendent, Bay Mills Community College; the Oakland Schools superintendent; and the director of the Office of Partnership Districts are the signatory partners and serve as the primary decision-makers for this agreement.

VI. REQUIREMENTS OF PARTNERSHIP DISTRICTS

A. Provide permission for the appropriate benchmark assessment vendor (i.e., NWEA, Curriculum Associates, Renaissance Learning, or Data Recognition Corporation) to transfer student-level benchmark assessment data from the fall and spring of each year to the Michigan Data Hub. Family Educational Rights and Privacy Act (FERPA) shall be followed as required by law.

B. Complete surveys as requested by MDE.

VII. PERIOD OF AGREEMENT

The partnership agreement shall commence on the date it is signed by all signatory partners. The partnership agreement is completed after the Academic Outcome Evaluation (AOE), or Partnership Agreement Summary Report has been finalized. See **Appendix A** (Partnership Agreement Development Timeline) and **Appendix C** (Public School Academies).

VIII. PARTNERSHIP DISTRICT ASSIGNMENT

The district is released from its partnership district assignment only when it has no schools identified for CSI, excluding MDE defined alternative and virtual schools.

IX. AMENDMENTS

This partnership agreement shall not be modified, altered, or amended except by a written agreement duly executed by all signatory parties to this agreement in accordance with the terms hereof.

X. SUCCESSORS and ASSIGNEES

The covenants, conditions, and agreements in this partnership agreement shall be binding upon and inure to the benefit of each party, their respective legal representatives, successors, and assignees.

XI. NO INDEMNIFICATION

There shall be no indemnification of any party by any other in regard to liabilities arising out of the functions covered by this agreement. All parties shall be responsible for their liabilities and defense as determined by law.

XII. NOTICES

Any notice to be given in connection with any of the terms or provisions of this agreement shall be in writing and be given in person, by facsimile transmission, courier delivery service or by mail, or electronic delivery with receipt notification, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, or by courier delivery service, or (c) four business days after being deposited in the mail, with proper postage for first-class registered or certified mail, prepaid. Until notified in writing by the appropriate party of a change to a different address, notices shall be addressed as follows:

If to the District:

Bradford Academy
24218 Garner St.
Southfield, MI, 48033
Attn: Cheryl Paull, Superintendent
Theresa Vaughn, President, Board of Education

If to Michigan Department of Education:

Michigan Department of Education
608 West Allegan Street
P.O. Box 30008
Lansing, MI 48909
Attn: Dr. Yvonne R. Dixon, Director of OPD

If to the Intermediate School District:

Oakland Schools
2111 Pontiac Lake Road
Waterford, MI, 48328
Attn: Ken Gutman, ISD Superintendent

If to the Authorizer (if applicable):

Bay Mills Community College
12214 W. Lakeshore Dr.
Brimley, MI, 49715>
Attn: Mariah Wanic, Director of Charter Schools

XIII. ADDITIONAL PARTNERS

The following entities have been identified and have agreed to serve as additional partners in pursuit of achieving the purposes of this agreement:

A. Choice Schools, 5251 Clyde Park Ave. SW, Wyoming, MI, 49509

XIV. SCHOOLS IDENTIFIED FOR SUPPORT BY THIS AGREEMENT

A. Schools identified for CSI listed below must identify aligned 18-month interim target benchmarks and 36-month end target outcomes in **Section XVII** Goals, Interim Target Benchmarks, and End Target Outcomes.

   1. Bradford Academy 09292

B. Schools identified for Additional Targeted Support (ATS), or Targeted Support and Improvement (TSI), or Comprehensive Support and Improvement (CSI) that do not meet criteria for entering a partnership agreement listed below are included in the supports provided by the OPD. These schools are not subject to benchmarks, outcomes, or accountability measures defined in this agreement. OPD supports include guidance in completing ESSA required plans via MICIP.

   1. Not Applicable

XV. SCHOOL ACCOUNTABILITY MEASURES [MCL Section 388.1622p]

For each school listed in **Section XIV.A** that is re-identified for CSI and achieves one-third (33.33%) or less of local and state assessment academic 36-month end target outcome measures as defined in **Section XVII**, Bradford Academy, Oakland Schools, Bay Mills Community College, and MDE will impose one of the mutually agreed upon measures (**recommend at least two accountability measures**):

A. Bradford Academy will reevaluate its curriculum and Implementation to determine if the curriculum should be replaced and/or if teacher training, coaching, and feedback is adequate.
B. Bradford Academy will provide additional personnel support and/or make changes to staffing placement based on needs assessment.

If applicable, at the end of this agreement, school accountability measures are to be imposed no later than the 2029-2030 school year. The implementation of the selected accountability measure(s) will be incorporated in the subsequent partnership agreement via benchmarks and outcomes, or assurances.

XVI. ASSURANCE OF ACTIONS

A. Bradford Academy BOARD OF EDUCATION ACTIONS TO BE TAKEN:

1. Support the superintendent
2. Ensure that the school/district community is meaningfully engaged in the implementation of the partnership agreement.
3. Review progress on the partnership agreement at regular board of education meetings, including but not limited to, financial reports, aggregated student data, challenges, barriers, and/or celebrations.
4. As determined by the state superintendent, require local school board training, potentially by the Michigan Association of School Boards (MASB) or a similar organization.

B. Bradford Academy SUPERINTENDENT ACTIONS TO BE TAKEN:

1. Provide regular updates to the board of education regarding the status of the district as it relates to the implementation of this partnership agreement
2. Ensure that the school/district community is meaningfully engaged in the implementation of this agreement.
3. Schedule meetings with the partnership agreement liaison and partners to discuss progress on the partnership agreement implementation.
4. Collaborate with the partnership agreement liaison on the development and implementation of the partnership agreement
5. Consider training all K-3 teachers in structured literacy, such as Language Essentials for Teachers of Reading and Spelling (LETRS) and reducing K-3 class size.

C. Oakland Schools ACTIONS TO BE TAKEN:

1. Implement Oakland Schools Regional Assistance Grant (RAG) service plan in conjunction with the partnership agreement and actively support Bradford Academy.

D. Bay Mills Community College ACTIONS TO BE TAKEN (if applicable)

1. Is meaningfully engaged in the implementation of the partnership agreement.
2. Provide support to the Superintendent to ensure the successful implementation of the Partnership Agreement.

3. Provide support through Bay Mills Community College Charter School Office.
4. Support district use of the Northwest Evaluation Association Assessment (NWEA).
5. Attend District School Board meetings to monitor updates on the implementation of the Partnership Agreement.

E. MDE ACTIONS TO BE TAKEN:

1. Assign a partnership agreement liaison (PAL), who will serve as the primary point of contact for Bradford Academy, will be meaningfully engaged in the implementation of the partnership agreement.
2. Assign a team of individuals from MDE with expertise in comprehensive school and district improvement to ensure that resources are being used as efficiently and effectively as possible to improve student academic achievement and to ensure district financial stability. [MCL Section 388.1621h]

XVII. GOALS, INTERIM TARGET BENCHMARKS, AND END TARGET OUTCOMES

The partnership district will define goal areas resulting from the district's areas of inquiry. Each goal area will include aligned measurable academic 18-month interim target benchmark and 36-month end target outcome [MCL Section 388.1622p]. The Benchmarks and Outcomes Table is designed for districts to add their benchmarks and outcomes.

Districts are required to indicate goal alignment with Michigan's Top Ten Strategic Education Plan (SEP) if applicable.

Michigan's Top Ten Strategic Education Plan Goals:

1. Expand early childhood learning opportunities
2. Improve early literacy achievement
3. Improve the health, safety, and wellness of all learners
4. Expand secondary learning opportunities for all students
5. Increase the percentage of all students who graduate from high school
6. Increase the percentage of adults with a post-secondary credential
7. Increase the number of certified teachers in areas of shortage
8. Provide adequate and equitable school funding

Benchmarks and Outcomes Table (See Appendix B for examples)

#	Building Name	Building Code	Type	SEP Goal #	Data Source & Evidence	Baseline Value	18-month Interim Target Benchmarks	36-month End Target Outcomes
1	Bradford Academy	09292	State	2,4	School Index Report	14.74%	By 2026/2027 school year, Bradford Academy FAY students in grades 3rd-8th and 11th will increase ELA, participation adjusted proficiency by 3 percentage points, from 14.74% to 17.74%.	By the 2027/2028 school year, Bradford Academy FAY students in grades 3rd-8th and 11th will increase ELA, participation adjusted proficiency by 6 percentage points, from 14.74% to 20.74%.
2	Bradford Academy	09292	State	2,4	School Index Report	1.92%	By the 2026/2027 school year, Bradford Academy FAY students in grades 3rd-8th and 11th will increase Math, participation adjusted proficiency by 7 percentage points, from 1.92% to 8.92%.	By the 2027/2028 school year, Bradford Academy FAY students in grades 3rd-8th and 11th will increase Math, participation adjusted proficiency by 15 percentage points, from 1.92% to 16.92%.
3	Bradford Academy	09292	Local	2,5	NWEA District Profile Report	47	By the 2026/2027 school year, Bradford Academy K-10th grade student median growth percentile on NWEA MAP will increase by 2 percentage points in Reading from 47 to 49.	By the 2027/2028 school year, Bradford Academy K-10th grade student median growth percentile on NWEA MAP will increase by 4 percentage points in Reading from 47 to 51.
4	Bradford Academy	09292	Local	4,5	NWEA District Profile Report	44	By the 2026/2027 school year, Bradford Academy K-10th grade student median growth percentile on NWEA MAP will increase by 2 percentage points in Math from 44 to 46.	By the 2027/2028 school year, Bradford Academy K-10th grade student median growth percentile on NWEA MAP will increase by 4 percentage points in Math from 44 to 48.
5	Bradford Academy	09292	Process	7	District Certification Tracker	33%	By 2026/2027 school year, utilizing the established talent management system, Bradford Academy will increase teacher certification from 33% to 40%.	By the 2027/2028 school year, utilizing the established talent management system, Bradford Academy will increase teacher certification from 33% to 50%.

#	Building Name	Building Code	Type	SEP Goal #	Data Source & Evidence	Baseline Value	18-month Interim Target Benchmarks	36-month End Target Outcomes
6	Bradford Academy	09292	Process	3	Tiered Fidelity Inventory /Reading Tiered Fidelity Inventory	TFI K-8: 67 TFI 9-12: 27 RTFI K-8: 12	By the 2026/2027 school year, advanced tiers foundational systems and processes will be in place and actively used at Bradford Academy, with at least 70% of intervention data entered on time and reviewed during Advanced Tiers Team meetings.	By the 2027/2028 school year, Bradford Academy will fully install and implement an Advanced Tiers (Tier 2/3) system with fidelity, including a functioning Advanced Tiers Team meeting twice monthly, a documented intervention platform, consistent student identification processes aligned to the 80–15–5 rule, and monthly data-based decision making, as evidenced by completed TFIs and 100% documented progress monitoring for students receiving advanced tier interventions.
7	Bradford Academy	09292	Local	5	School Index Report	81.54%	By 2026/2027 school year Bradford Academy's four year graduation rate will increase by 1 percentage point from 81.54% in 2024 to 82.54% using the 4 year graduation rate on the school index.	By the 2027/2028 school year Bradford Academy's four year graduation rate will increase by 3 percentage points from 81.54% in 2024 to 84.54% using the 4 year graduation rate on the school index.
8	Bradford Academy	09292	Process	3,5	School Index Report	40.15%	By the 2026/2027 school year, Bradford Academy will increase the percentage of not chronically absent students, as defined by the state, by 3 percentage points from 40.15% to 43.15 %.	By the 2027/2028 school year, Bradford Academy will increase the percentage of not chronically absent students, as defined by the state, by 6 percentage points from 40.15% to 46.15%.

The persons who have executed this agreement represent that they are duly authorized to execute this agreement on behalf of the party for whom they are signing.

Signatory Partner Entities – Required

Please complete "Printed Name" and "Email" for each individual signing the Partnership Agreement. Once the final draft is submitted, the electronic signatures will be gathered via the State of Michigan's approved digital signature system, OneSpan.

District Superintendent	**District Board President**
Signature E-SIGNED by Cheryl Paull on 2026-04-21 13:47:37 EDT	Signature E-SIGNED by Theresa Vaughn on 2026-04-22 06:31:48 EDT
Cheryl Paull	Theresa Vaughn
cherylpaull@choiceschools.com	tvaughn905@gmail.com
ISD Superintendent	**PSA Authorizer (if applicable)**
Signature E-SIGNED by Ken Gutman on 2026-04-22 09:20:20 EDT	Signature E-SIGNED by Mariah Wanic on 2026-04-28 09:22:13 EDT
Ken Gutman	Mariah Wanic
Kenneth.Gutman@oakland.k12.mi.us	mwanic@bmcc.edu
Michigan Department of Education	
Signature E-SIGNED by Yvonne Dixon on 2026-04-28 09:28:42 EDT	
Yvonne R. Dixon, Ed.D	
DixonY2@michigan.gov	

Additional Partners - Not Required

<Union representative>	**<Partner organization >**
Signature	Signature
Printed Name	Printed Name
Email	Email
<Partner organization>	**<Partner organization>**
Signature	Signature
Printed Name	Printed Name
Email	Email

Appendix A: Partnership Agreement Development Timeline

Action Item	When	How	Responsible Party
Schools Identified for CSI, ATS, TSI Support	November 20, 2025	MDE Memorandum	Office of Educational Assessment and Accountability
Notification and Assignment as a Partnership District	November 20, 2025	OPD Letter	OPD Director
Partnership Agreement (PA) Informational Webinars	December 10, 2025 10:00-11:30 AM **New** Partnership Districts 2:00-3:30 PM **Returning** Partnership Districts	Virtual	OPD
Introductory Meeting w/assigned PAL, OPD Director, or Asst. Director (if applicable), and District Superintendent/PSA School Leader	December 15, 2025 - January 13, 2026	Virtual or In-Person	OPD PAL OPD Director or Asst. Director
Partnership Agreement Development Meeting(s)	December 15, 2025 - January 13, 2026	In-Person	OPD PAL OPD Director or Asst. Director
Intermediate Meeting(s) to Complete MICIP Needs Assessment, Develop, and Complete PA	December 19, 2025 - March 16, 2026	In-Person	District ISD/RESA OPD PAL OPD Director or Asst. Director
Submit DRAFT PA template	**March 23, 2026**	By email to assigned PAL	**District Superintendent (designee)**
OPD reviews for content and provides comments for improvement if needed	March 23, 2026- March 30, 2026	OPD returns to district superintendent by email	OPD Leadership
Obtain Signatures for PA and submit it to the MDE	**By April 23, 2026**	OneSpan (secure e-signature platform)	District Superintendent PSA School Leader
PA Implementation	No Later Than April 23, 2026 (90 days from assignment to PD)		District Superintendent (designee)

Appendix B: Example Benchmarks and Outcomes Table

#	Building Name	Building Code	Type	SEP Goal #	Data Source & Evidence	Baseline Values	18-month Interim Target Benchmarks	36-month End Target Outcomes
1	Elementary School	01234	Local	2	NWEA Report	2024-25: 40%	During the 2026-27 school year, at least 50% of full academic year students will meet their growth target on NWEA Reading MAP growth.	During the 2027-28 school year, at least 67% of full academic year students will meet their growth target on NWEA Reading MAP growth.
2	Elementary School	01234	State	5	MI School Index Report	2024-25: 7%	FAY Student mathematics proficiency based on MSTEP will increase at least 7 percentage points from 2025 to 2027	FAY Student mathematics proficiency based on MSTEP will increase at least 11 percentage points from 2025 to 2028
2	High School	04321	State	5	MI School Index Report	2024-25: 5%	FAY Student mathematics proficiency based on the SAT will increase at least 9 percentage points from 2025 to 2027	FAY Student mathematics proficiency based on the SAT will increase at least 12 percentage points from 2025 to 2028
4	Elementary School	01234	Local	2, 3, 5	Attendance Report	48%	Decrease the percentage of chronically absent students, as defined by the state, from 48% in the 2024-25 school year to at most 30% in the 2026-27 school year.	Decrease the percentage of chronically absent students, as defined by the state, from 48% in the 2024-25 school year to at most 20% in the 2027-28 school year.
4	High School	04321	Local	2, 3, 5	Attendance Report	54%	Decrease the percentage of chronically absent students, as defined by the state, from 54% in the 2024-25 school year to at most 35% in the 2026-27 school year.	Decrease the percentage of chronically absent students, as defined by the state, from 54% in the 2024-25 school year to at most 20% in the 2027-28 school year.
5	Elementary School	01234	State	2, 3, 5	MI School Index Report	21%	The percentage of students meeting individualized growth targets will increase at least 5 points from 2025 to 2027.	The percentage of students meeting individualized growth targets will increase at least 8 points from 2025 to 2028.

Appendix C: Public School Academy

This applies if the school named in the Partnership Agreement is a public school academy as defined in MCL 380.507, 380.528, or 380.561.

A. Period of Agreement. Termination of the charter contract between the public school academy and the authorizer ("Contract") shall not affect the agreement term. If the authorizer terminates or does not reauthorize the contract the authorizer's obligations under this agreement automatically terminate on the same day as the contract terminates. If a different authorizing body issues a new charter contract to the academy, the academy must ensure before executing that charter contract that the new authorizing body has signed the agreement and assumes the authorizer's rights and obligations under the agreement for the remainder of its term.

Nothing in this agreement shall prevent the academy or authorizer from exercising other termination or revocation rights set forth in the contract or under applicable law.