



Letter of Agreement

Between: Bay de Noc Community College & Part-Time Instructors' Association

Regarding: Out-of-State Part-Time Instructors

Date: 09/16/2026

This Letter of Agreement serves as recognition that Bay de Noc Community College (Bay College) and the Part-Time Instructors' Association enter into an agreement on utilizing EduStaff or a similar third-party educational staffing provider for part-time instructors that are hired by the College that reside outside of Michigan and Wisconsin.

The parties recognize the College's need to recruit and retain qualified part-time instructors to meet instructional needs while complying with state employment and payroll requirements applicable to employees residing outside of Michigan and Wisconsin.

To facilitate the employment of qualified out-of-state part-time instructors, the parties agree to the following:

Agreement

1. Use of Third-Party Educational Staffing Provider (third-party)

The College may utilize a third-party as the employer of record for part-time instructors who reside outside the states of Michigan and Wisconsin and who provide instructional services to the College.

2. Recruitment and Review Preference

The Dean and/or search committee shall make a good-faith effort to recruit and consider qualified applicants residing in Michigan and Wisconsin before selecting an out-of-state candidate for employment.

3. Qualified Applicant

Nothing in this Agreement shall require the College to hire a Michigan or Wisconsin candidate when, in the judgment of the College, another candidate is better qualified to meet the instructional needs of the program.

4. Bargaining Unit Status

After current employees, who do not live in Michigan or Wisconsin, who are not close to vesting, are transitioned to EduStaff, the use of a third-party shall not be used to displace current bargaining unit members or diminish bargaining unit work otherwise assigned to part-time instructors employed

directly by the college. The use of a third-party pursuant to this Agreement shall be limited to out-of-state part-time instructors.

5. Course Assignment

All out-of-state instructors hired through a third-party will follow the instructor course assignment process outlined in the Part-Time Instructors Association agreement, section 0100.

6. Compensation

The rate of compensation for the third-party instructors will be equivalent or higher than the semester contact hour rate outlined in the Part-Time Instructors Association agreement, section 1000. The compensation will not exceed Bay College's part-time instructors' total compensation (wage and benefits).

7. No Precedent

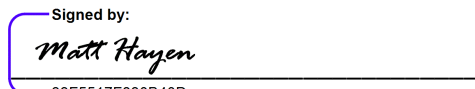
This Agreement is intended solely to address the employment of out-of-state part-time instructors through the third-party and shall not establish a past practice or precedent regarding any other classification, bargaining unit position, or employment arrangement.

8. Term of Agreement

This Agreement shall become effective upon execution by both parties and shall remain in effect through the expiration of the current collective bargaining agreement, unless modified by mutual written agreement of the parties.

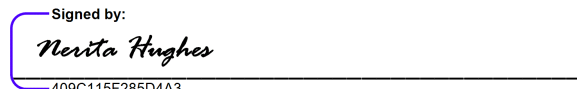
9. Entire Agreement

This Letter of Agreement constitutes the complete understanding of the parties regarding the subject matter addressed herein and may be amended only by mutual written agreement.

Signed by:

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President
Part-Time Instructors Association

9/24/2026

Date

Signed by:

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President
Bay de Noc Community College

9/24/2026

Date