



## INSTRUCTOR AGREEMENT

THIS INSTRUCTOR AGREEMENT (the "Agreement") is entered into as of the 23rd day of January, 2018 (the "Effective Date"), by and between Michigan Youth Empowerment Foundation, (hereinafter collectively referred to as "**mYe Foundation**"), with its principal place of business at 2125 Butterfield, Suite 218, Troy, MI 48084, and Mu Niu (hereinafter referred to as "**Instructor**").

WITNESSETH: In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Services to be Provided:** Instructor agrees to deliver the following educational course in the following capacity:

Course Name: *Smart Home and Smart City Series I*

Course Start Date: *Feburary 4, 2018*

Course End Date: *May 13, 2018 (No class on Feb 18, April 1, April 8)*

Time: *Sunday 12:45 pm – 2:15 pm*

Place: *2125 Butterfield, Suite 218, Troy, MI*

Capacity: *Max. 6 students/class*

Student age group: *G6-G10*

Instructor agrees to perform such additional duties as are incidental and necessary to the proper teaching of such course, including, but not limited to, providing support for students, review and help students' homework assignments, and monitoring students' progress without additional compensation.

2. **Term.** Unless terminated sooner as hereinafter provided, this Agreement shall be in effect until the end of the term of the Licensee's agreement.
3. **Terms of Payment:** mYe Foundation shall pay Instrcutor on a bi-weekly basis at a rate of \$70/Class (1.5 hours)
4. **Method of Instruction:** Instructor shall: 1) satisfy the learning objectives set by mYe Foundation for the Course as outlined in the course material; 2) achieve a satisfactory pass rate by the students of the exam to be administered at the conclusion of the Course; and 3) receive satisfactory evaluation by students attending the Course.
5. **Promotion of other Courses:** Instructor agrees that will not promote other non- mYe Foundation courses or course providers on site at the Course which is the subject of this Agreement.
6. **Warranties:** Instructor's lectures shall contain nothing of such a nature that could be reasonably considered scandalous, defamatory or obscene. Any and all educational

materials that Instructor utilized in the Course shall not violate, infringe, or impede the legal or equitable rights of any person, firm, corporation, or other organization.

7. **Tax Duties and Responsibilities:** Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by mYe Foundation. The Instructor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. The Instrcutor understands that it is his/her responsible to pay, according to law, all applicable taxes.
8. **Indemnification.** Instructor shall indemnify, defend, protect and hold the Foundation and its partners, officers, directors, advisors and employees, harmless from and against any and all claims, demands, actions, suits, obligations, liabilities, damages, losses, costs and expenses.
9. **Termination Upon Default.** mYe Foundation may at any time, at its option, terminate this Agreement and the engagement of Instructor hereunder without notice in the event of:
  - 1) Instructor's misconduct or incompetence which interferes with or prejudices the proper conduct of mYe Foundation's classes or which may reasonably result in harm to mYe Foundation's reputation;
  - 2) Instructor's refusal or failure to discharge his or her duties;

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate, on the day and year first written above.

INSTRUCTOR

Michigan Youth Empowerment Foundation



\_\_\_\_\_  
Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Printed Name:\_\_\_\_\_ Grace Cai

Title:\_\_\_\_\_ Executive Director