

AIR FORCE JROTC EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into on this 10th day of August, 2026 (“Effective Date”) by and between Central York School District (“District”) and Frank A. Pulice (“Employee”), an individual.

WHEREAS, District has previously approved an Agreement for the Establishment of an Air Force Junior Reserve Officer Training Corps Unit (“AFJROTC”) (“AFJROTC Agreement”);

WHEREAS, the Agreement requires the District to employ one retired Air Force commissioned officer and one non-commissioned officer as faculty for the AFJROTC program; and

WHEREAS, this Agreement is executed to memorialize the terms of employment of AFJROTC faculty as required by the Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties agree as follows:

1. Incorporation of Agreement. The Board of School Directors approved the Memorandum of Agreement and Addendum to Establish and Operate an Air Force Junior Reserve Officer Training Corps Unit (collectively, “AFJROTC Agreement”) at its meeting on February 24, 2025. The terms of the AFJROTC Agreement are incorporated herein by reference as if more fully set forth herein. In the event of any conflict between the terms of this Agreement and the AFJROTC Agreement, the terms of the AFJROTC Agreement shall control.
2. Employment as AFJROTC Instructor. The District has offered employment to Employee as AFJROTC Instructor and he hereby accepts said employment on the terms and conditions of this Agreement and applicable terms of the AFJROTC Agreement.
3. Duties of Employee. In exchange for the promises and covenants herein, Employee will perform those duties connected with the instruction, operation, and administration of the AFJROTC program, as more fully set forth in the AFJROTC Agreement.
4. Term. The Board employs Employee as AFJROTC Instructor for a term of eleven (11) months commencing on August 1, 2026, through June 30, 2027. The Agreement will automatically expire and terminate on June 30, 2027. The District, in its discretion, may renew the Agreement for additional successive eleven (11) month periods based, in part, on the results of Employee’s performance evaluation as provided in paragraph 14 below. The District will notify Employee of its intention to renew the Agreement on or before June 30, 2027.

5. Termination.

- a. Either party may terminate this Agreement with or without cause and without penalty upon at least sixty (60) days' written notice, consistent with applicable law and policy.
- b. Both District and Employee have the right to terminate this Agreement if the other party breaches a material provision of this Agreement. To terminate this Agreement because of breach, the aggrieved party must give the other party notice, and that notice must provide a reasonably detailed description of the events that constitute breach of this Agreement. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the aggrieved party. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of the thirty (30) day period.
- c. If Employee violates District policies or applicable federal, state or local law, District may terminate this Agreement immediately without notice.

6. Compensation. For the initial term of this Agreement, Employee shall be compensated at an annual salary of \$78,417.13, payable monthly according to the District's regular payroll schedule. A portion of the aforesaid salary represents Minimum Instructor Pay, which amount shall be automatically adjusted in the future should there be an increase in active duty pay, as set forth in the AFJROTC Agreement. Future salary increases shall be considered based on the Employee's performance and consistent with the percentage increase, if any, provided to other professional employees.
7. Benefits. Employee and his/her eligible dependents shall be eligible for the available health and dental benefit plan through the Lincoln Benefit Trust. The employee shall contribute, on a monthly basis, via payroll deduction from each pay, a portion of the total cost of those benefits, as determined annually by the Lincoln Benefit Trust and consistent with the same contribution rate as applies to other professional employees. Those benefits shall be provided on the same terms and conditions, including rules for spousal coverage, as apply to other employees. District will provide group term life insurance with accidental death and dismemberment benefits in the amount of \$75,000, and such benefits shall be reduced by fifty (50%) percent upon the employee reaching age seventy (70).
8. Sick Leave. Employee is entitled to 11 sick leave days each school year. Up to five (5) days of sick leave may be used as family illness leave each school year. Unused sick leave can accumulate from one school year to the next. Employee will be permitted three (3) consecutive days of absence for illness without a physician's certificate; a physician's certificate may be required for all other days of absence due to illness. Employee shall, absent extraordinary circumstances, notify District before 6:30 a.m. on the first day of any absence per the District's absence reporting protocol. Employee shall make every reasonable effort to notify District no later than 3:00 p.m. as to whether or not Employee plans to return to work the following day per the District's absence reporting protocol. Employee shall not be entitled to any compensation, severance or payout for accrued, but unused, sick days at the

time of resignation or termination of this Agreement. Upon retirement, Employee shall be eligible for a payment following the last regular pay for unused sick leave days not to exceed 140 days at the rate of \$45 per day, consistent with and subject to the terms and conditions applicable to other professional employees.

9. Personal Leave. Employee will receive three (3) full days of personal leave per school year, with no loss of pay. Personal leave may be taken in half or whole day increments. Personal leave days may be accumulated to a maximum of four (4) days in any given school year. Personal leave shall not be taken on an in-service or parent conference day. Other personal leave procedures applicable to other professional employees shall apply in the same manner to Employee.
10. Bereavement Leave. Employee may be absent from work without loss of pay for up to three (3) days because of a death in the immediate family. Employee may be absent on the day of the funeral for a near relative without loss of pay.
11. FMLA Leave. Employee may be eligible for FMLA leave subject to the rules and regulations of the Family and Medical Leave Act and policy of the Board of School Directors.
12. Jury Duty. Employee shall be paid his/her regular salary while serving as a juror provided he/she presents satisfactory evidence of such service.
13. Holidays. Employee will be granted the following holidays with pay if the holiday falls on a weekday: New Year's Day; Good Friday; Memorial Day; Independence Day (2 days established annually based on the calendar), Labor Day, Veteran's Day, Thanksgiving Day; Thanksgiving Holiday (the day after Thanksgiving); Christmas Day and any additional holidays as may be determined by Employer.
14. Supervision & Evaluation. Employee shall report to a High School administrator and his/her performance shall be evaluated on or before June 30 by a High School administrator.
15. Nondiscrimination/Compliance with Laws. District operates in accordance with applicable civil rights laws and regulations and does not discriminate in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion or any other basis prohibited by law. Employee agrees to comply with District's nondiscrimination policies and all applicable federal and state laws and regulations in the performance of his/her duties under this Agreement.
16. Confidentiality. Employee agrees to comply with the confidentiality and privacy requirements of the Family Educational Rights and Privacy Act ("FERPA") and Individuals with Disabilities Education Act ("IDEA") and all other federal and state laws relative to education records.

17. Notice. Any notice delivered to a party pursuant to this Agreement must be in writing and delivered personally or will be deemed to be delivered when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the party at the address indicated in this paragraph, or at such other address that may have been specified by written notice delivered in accordance with this paragraph.

a. District.

Superintendent
Central York School District
775 Marion Road
York, PA 17406

b. Employee.

Frank A. Pulice
4304 Brent Drive
Spring Grove, PA 17362

18. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania notwithstanding any conflict of laws provision to the contrary. Both parties agree that the Court of Common Pleas of York County shall be the appropriate venue for any dispute involving this Agreement.

19. Severability. The parties agree that in the event any provision of this Agreement shall become invalid or unenforceable in whole or in part for any reason, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in the Agreement.

20. Waiver. The failure of District at any time to require performance by Employee of any provision in this Agreement shall in no way affect the right of District to subsequently enforce it.

21. Assignment. The parties agree that this Agreement may not be assigned or transferred without the prior written approval of both parties and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of both parties.

22. Amendment. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party.

23. Integrated Agreement. This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral agreements or understandings between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CENTRAL YORK SCHOOL DISTRICT

EMPLOYEE

Date

EMPLOYER

Date