AMENDING AGREEMENT

THIS AMENDING AGREEMENT dated effective as of the 28th day of October, 2026 (this "**Amending Agreement**").

BETWEEN:

The Calgary Board of Education
(the "**Employer**")

- and –

Joanne Pitman
(the "**Employee**")

WHEREAS the Employee is employed as Chief Superintendent of Schools of The Calgary Board of Education pursuant to the *Superintendent of Schools Regulation* and an employment agreement dated January 30, 2024 (the "**Employment Agreement**");

AND WHEREAS Section 3.1(b) of the Employment Agreement permits the Board to adjust the Employee's annual base salary;

AND WHEREAS Article 5.3 of the Employment Agreement requires all amendments to be in writing and duly executed by the parties;

AND WHEREAS the Board wishes to amend the terms of the Employee's employment by increasing the annual base salary;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set out below, the Parties agree as follows:

1. Section 3.1 of the Employment Agreement is amended by deleting the Employee's annual base salary of $282,563 and replacing it with $299,771, effective November 1, 2026**.** The revised annual base salary will remain in effect until the Parties mutually agree to revise it, the term of the Employment Agreement expires, or the employment relationship ends.

2. Except as expressly amended by this Amending Agreement, the Employment Agreement remains in full force and effect. This Amending Agreement and the Employment Agreement shall be read together as one instrument.

3. This Amending Agreement may be executed in counterparts and delivered by DocuSign, facsimile, PDF, or other electronic means. Each executed and delivered

counterpart is deemed an original, and all counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amending Agreement.

THE CALGARY BOARD OF EDUCATION

[redacted]

Per: Board Chair

[redacted]

JOANNE PITMAN

EMPLOYMENT AGREEMENT

BETWEEN:

THE CALGARY BOARD OF EDUCATION
("**CBE**" or "**Employer**")

AND:

Joanne Pitman
("**Employee**")

WHEREAS sections 222 and 223 of the *Education Act*, S.A. 2012 Chap E-0.3 prescribe the obligation of Employer to appoint a superintendent of schools for a period not exceeding 5 (five) years, and only with notification in writing to the Minister appointed as responsible for the administration of the *Education Act*;

AND WHEREAS Employer desires that Employee will be employed by Employer as Chief Superintendent of Schools pursuant to the said section 222 and 223, and the *Superintendent of Schools Regulation*, Alta Reg 98/2019 upon the terms and conditions set forth herein;

AND WHEREAS Employee is willing to provide services to Employer upon the terms and conditions set forth herein;

1. Term and Termination

(a) This Agreement shall commence as of the effective date of Employee's appointment as Chief Superintendent of Schools ("Effective Date"). which shall occur March 1, 2024.

(b) This Agreement shall continue in force and effect for a term of five (5) years commencing from the Effective Date (the "Term"). subject to renewal in accordance with the *Education Act* and subject further to annual review by the Board of Trustees ("Board"). The annual review by the Board shall be carried out in accordance with such procedures determined by the Board and shall include, without limitation, review of the matters set forth in Section 3.1(b) below.

1.2 Notwithstanding Section 1(a), this Agreement may terminate prior to its ordinary expiry upon:

(a) the date the parties mutually agree in writing;

(b) the date of death of Employee;

(c) the date the Board notifies Employee that it considers her to suffer from a Permanent Disability. For the purpose of this Agreement, " Permanent Disability" means a mental or physical disability or illness that prevents Employee carrying out her duties herein and under the *Education Act* for at least six (6) consecutive months.

(d) the effective date of resignation by Employee upon the giving of not less than six (6) months prior written notice of resignation subject to any determination by the Board to lessen the said notice period; or

(e) the date specified in an employment termination notice given by CBE to Employee.

1.3 (a) CBE may terminate the employment of Employee and this Agreement at any time for Just Cause, without prior notice or payment. " Just Cause", as used herein includes, without limitation, failure to perform or observe any material provision of this Agreement, conviction of a criminal indictable offence, fraud, dishonesty or flagrant neglect of duties, or commission of an act or an omission that causes damage or discredit to the business or reputation of CBE or that reasonably has a material adverse effect on the CBE or Employee's ability to carry out her duties herein and under the *Education Act*.

(b) Prior to termination for Just Cause, CBE shall convene a private Board meeting to consider the matter, excluding all persons other than CBE legal counsel, Employee, Employee's counsel and the Corporate Secretary and any persons necessary to provide evidence regarding the meeting. If the decision is to terminate, CBE shall give reasons thereafter in writing.

1.4 Termination due to Permanent Disability shall not preclude Employee receiving long term disability and group benefits under any applicable insurance policies in effect at the time, provided Employee meets the entitlement criteria under those policies. Employee waives, to the extent permitted by law, any rights she may have under human rights or other legislation if her employment is terminated due to Permanent Disability.

1.5 In the event this Agreement and Employee's employment with CBE is terminated without Just Cause, CBE shall pay to Employee vacation pay, insurance benefits and business expenses under section 3.1 accrued to the effective date of termination, together with a lump sum severance payment equal to:

(a) 4 weeks of the Employee's base salary, and

(b) an amount that is equal to the cost to the CBE for 4 weeks of benefits the Employee was receiving before termination, to a maximum of 16% of the amount referred to in section 1.5(a)

for every year of continuous service the Employee has with the CBE, to a maximum of fifty-two (52) weeks.

1.6 The Employee hereby acknowledges and agrees that should the Employee become re-employed with either the Alberta Crown or another Public Agency during the timeframe for which the employee was compensated for in section 1.5 ("Severance Period"), the employee shall repay the CBE a portion of the payment made pursuant to section 1.5 equal to the amount of salary, before mandatory statutory deductions and benefits, earned in respect of the Employee's new employment during the Severance Period, to the maximum of the full amount paid pursuant to section 1.5, before mandatory statutory deductions.

1.7 The payments described in section 1.5 shall be received by Employee in full satisfaction of any claims that Employee may have against CBE, the Board and any CBE employees, agents and successors arising out of Employee's employment or termination of employment with CBE and under applicable employment standards and human rights laws and other applicable laws and statutes and at common law and Employee shall execute and deliver to CBE a Release in a mutually satisfactory form. In the event of such termination, Employee shall have no right to make representations regarding her termination, including without limitation, at any Board meeting.

1.8 Employee shall not at any time during the term hereof or within six (6) months of termination of this Agreement make an approach either directly or indirectly to any CBE employee that is calculated to lead such employee to leave her employment with CBE.

2. Duties

2.1 During the term hereof, Employee shall hold the position and have the duties of the Chief Superintendent of CBE, reporting and accountable to the Board and functioning as the Chief Executive Officer and the Chief Education Officer of the CBE. In, such position, Employee's duties shall be those set forth as chief superintendent of schools under the *Education Act*, the duties set forth herein and such other duties assigned from time to time by the Board. In carrying out her duties, Employee shall comply at all times with and ensure operational implementation of governance policies of the Board and with the CBE's Administrative Regulations, as the same may be amended from time to time. During the Term, Employee shall not carry out any employment or consulting services for any third party without the prior written consent of the Chair of the Board.

2.2 Employee acknowledges that she has a fiduciary duty to the CBE and shall diligently, honestly and faithfully perform those duties in the best of interests of CBE and shall devote her full working time and attention to her duties as the CBE's Chief Superintendent.

2.3 In carrying out her employment duties, Employee will have access to and possession of proprietary, confidential and sensitive information concerning CBE (including, without limitation, non-public information concerning CBE's operations, practices, procedures, financial situation, suppliers and contractors) and personal information concerning CBE employees, staff, students and other individuals. Employee at all times shall comply with CBE policies concerning privacy and with applicable privacy laws (including, without limitation, the *Freedom of Information and Protection of Privacy Act*) and will not collect, use or disclose any such information, except as authorized by CBE policies and applicable privacy laws or except as required by court order. Upon termination or expiry of this Agreement, Employee forthwith shall deliver to CBE any and all confidential and personal information and all other books, records, notes, documents and property of CBE then in her custody or control.

2.4 (a) Employee acknowledges that any materials or works that she develops in the course of her employment with CBE ("Works") are the exclusive property of CBE and that title to the Works and all intellectual property rights therein vest exclusively in CBE, except for any thesis or related work carried out by Employee in pursuit of a course of study. Employee hereby assigns all titles and rights in the Works to CBE and waives all moral rights therein.

(b) Employee acknowledges that information contained in CBE's books, records, lists, notes and other documents relating to CBE's business is the exclusive property of CBE.

3. Compensation

3.1 (a) In consideration for carrying out her responsibilities herein, Employee shall be paid an annual base salary during the Term of $282,563, less statutory deductions and withholdings, payable biweekly by direct deposit, together with payments made on Employee's behalf to providers of various benefits plans available to Employee under Sections 3.1(d) and (e). Employee will participate in all group benefits plans provided by CBE to its executive employee team from time to time in accordance with the terms and conditions of those plans.

(b) The parties confirm that on an annual basis, the Board shall undertake Employee's performance review for the previous year as referred to in Section 1(b). In the course of such review and considering job performance, market conditions and changes in cost of living, the Board shall determine any adjustment of Employee's base salary or compensation, also taking into consideration, without limitation, the base salary range prescribed by the Superintendent of Schools Regulation.

(c) Employee further will be provided by CBE with the following perquisites and entitlements during the term hereof, namely:

(i) reimbursement for fees related to membership in appropriate professional organizations, subject to provision of receipts;

(ii) an annual car allowance of $6,000, paid in monthly instalments;

(iii) an annual health spending account in the amount of $800 per year;

(iv) an annual learning and development allowance amount of up to $15,000 to enable Employee to pursue applicable seminars, courses and programs related to CBE's business and operations, provided that pursuit by Employee of further education and programs for purposes other than for CBE's benefit shall not be covered by this Section 3.1(c)(iv);

(v) an underground parking stall at CBE's Education Centre, the costs of which shall either, at the Employee's option, be borne by the Employee or by the Employer as a taxable benefit to the Employee;

(vi) eight (8) earned days off per calendar year; and

(vii) two (2) personal leave days off per calendar year.

(d) Employee shall be entitled annually to 6 weeks (30 working days) paid vacation (prorated for partial years) ("Paid Vacation") to be taken at such time(s) as Employee reasonably determines with due consideration for CBE's operational needs. Employee is encouraged to utilize all of the Paid Vacation in the year that it is eligible. The Employee and Board will manage the Employee's Paid Vacation to ensure that the allotment is fully utilized. Paid Vacation may be taken in the school year in which it is accrued or it may be carried over into the following school year. Paid Vacation accrued in one year must be utilized by June 30th of the next year. Under exceptional circumstances, up to 10 days of Paid Vacation may be carried beyond June 30th of the subsequent school year, if approved in writing by the Board.

(e) It is understood and agreed that in addition to the provisions contained in this Article 3, but subject to the limitations set out in the Superintendent of Schools Regulation, CBE shall provide to Employee during the term hereof the highest level of benefits and entitlements ordinarily provided to executive employees of CBE in accordance with the "Terms and Conditions of Employment for Executives" dated September 1, 2017, as may be amended, such Terms and Conditions to the extent applicable under Section 3.1 being incorporated herein by reference. There shall be no entitlement to payment for any benefits provided under this Section 3.1(d) and (e) after termination or expiry of this Agreement, except as otherwise expressly stated in this Agreement or in the applicable benefits plans.

(f) In addition to the benefits arising from the Alberta Teacher's Retirement Fund, the Board shall provide the Employee with benefits applicable to the following Plans in accordance with the terms and conditions of those Plans, namely:

(i) the Supplemental Integrated Pension Plan (SIPP); and

(ii) the Supplemental Employee Retirement Plan (SERP).

(g) Notwithstanding any other provision in this Agreement, the total amount of contributions calculated (whether such contributions are actual contributions paid, are notional contributions, or are earmarked contributions) for the benefit of the Employee by the Employer in respect of the Alberta Teachers' Pension Plan (ATPP), the SIPP. the SERP and any other supplementary plan (such contributions being collectively called the "Total Employer Contributions") shall not exceed the maximum amount permitted by the Superintendent of Schools Regulation, as amended from time to time (the "Maximum Amount"). In the event that the amount of the Total Employer Contributions calculated based on the provisions in the Teachers ' Pension Plan Act and the Plan Text for each of the SIPP and SERP exceed the Maximum Amount, then the amount of any excess shall be deducted from the Total Contributions in the following order:

(i) firstly, in respect of the earmarked contributions to the SERP;

(ii) if the Total Contributions still exceed the Maximum Amount after deducting the earmarked contributions to the SERP, then secondly, in respect of the contributions to the SIPP; and

(iii) if the Total Contributions still exceed the Maximum Amount after deducting the earmarked contributions to the SERP and the contributions to the SIP, then lastly, in respect of the contributions to the ATP.

(h) Employee shall be reimbursed by CBE for all reasonable out-of-pocket expenses and disbursements incurred by Employee in carrying out her duties herein, subject to CBE's policies in effect from time to time concerning business expenses.

(i) On the Effective Date, the Employee will retain her current sick bank and will continue to accumulate additional sick days in accordance with the Terms and Conditions of Employment for Executives.

4. Indemnification

4.1 Subject to the *Education Act*, CBE shall indemnify and save harmless Employee from and against any and all actions, claims, losses, liabilities, costs and expenses arising as a direct result of the performance of her duties herein and under the *Education Act*, except if arising from Employee's negligence, fraud or willful misconduct and any liability that by law or statute the CBE is

prohibited from assuming, and except for costs and expenses incurred and indemnified or reimbursed to Employee under a policy of insurance or otherwise under this Agreement.

5. General

5.1 This Agreement is personal to Employee and cannot be assigned by Employee.

5.2 All notices hereunder shall be in writing and sent by courier delivery at the addresses set forth below. Notices shall be deemed to be received upon the date of delivery if delivered before 4:30 p.m. on a business day of CBE and if delivered after 4:30 p.m. or on a nonbusiness day, shall be deemed received on the next following business day:

(a) if to CBE:

1221 – 8 St. S.W.
Calgary, AB T2R OL4
Attention: Chair
Board of Trustees

(b) if to Employee:

[**XXX**]

5.3 This Agreement constitutes the sole and entire agreement between the parties as to its subject matter and supersedes any and all prior agreements, whether oral or in writing. Any amendments hereto shall be in writing, duly executed by the parties.

5.4 If any provision herein is determined to be void or unenforceable in whole or part by a court of competent jurisdiction, it shall be deemed to be severed here from without affecting the validity of this Agreement and the other provisions herein.

5.5 No waiver by the parties hereto of any breach of any condition, covenant or agreement herein shall constitute a waiver of such condition, covenant or agreement, except in respect of the particular breach giving rise to a waiver.

5.6 Time is of the essence hereof.

5.7 All references to "$" herein are to Canadian funds.

5.8 This Agreement is governed by and construed under the laws of Alberta and the federal laws of Canada applicable thereto.

5.9 This Agreement shall endure to the benefit of the parties and their respective successors, heirs and legal representatives.

5.10 The provisions of Sections 1.5, 1.6, 2.2, 2.3, 2.4, (f) and (g), and 4.1 herein shall survive termination of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the 30th day of January, 2024.

THE CALGARY BOARD OF EDUCATION

[redacted]

Witness

Joanne Pitman