

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) November 4, 2014

THE E.W. SCRIPPS COMPANY

(Exact name of registrant as specified in its charter)

Ohio

(State or other jurisdiction of
incorporation or organization)

0-16914

(Commission
File Number)

31-1223339

(I.R.S. Employer
Identification Number)

**312 Walnut Street
Cincinnati, Ohio**

(Address of principal executive offices)

45202

(Zip Code)

Registrant's telephone number, including area code: (513) 977-3000

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

THE E.W. SCRIPPS COMPANY
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On November 4, 2014, The E. W. Scripps Company (the “Company”) amended its employment agreement with Richard A. Boehne, President and Chief Executive Officer. The amendment extended the term of Mr. Boehne’s employment by one year to August 7, 2016 and provided for successive one-year renewals thereafter until either party provides at least 90 days’ notice of non-renewal. The amendment also provided that the Company would contribute \$1 million to the Scripps Howard Foundation to establish a donor advised fund in Mr. Boehne’s name, subject to the approval of the Board of Trustees of the Scripps Howard Foundation.

The foregoing summary of the amendment to Mr. Boehne’s employment agreement is qualified in its entirety by reference to the full text of the amendment, a copy of which is attached as Exhibit 10.1 to this Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

Exhibit Number	Description of Item	Exhibit No. Incorporated
10.1	Amendment to employment agreement between the Company and Richard A. Boehne	10.1
99.1	Press release dated November 10, 2014	99.1

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE E.W. SCRIPPS COMPANY

BY: /s/ Douglas F. Lyons
Douglas F. Lyons
Vice President and Controller
(Principal Accounting Officer)

Dated: November 10, 2014

November 4, 2014

Mr. Richard A. Boehne
c/o The E. W. Scripps Company
312 Walnut Street
2800 Scripps Center
Cincinnati, OH 45202

Re: Amendment to Employment Agreement

Dear Rich:

This Amendment (this "Amendment") to your Employment Agreement with The E.W. Scripps Company (the "Company"), dated as of February 15, 2011 (the "Employment Agreement"), amends the Employment Agreement as expressly stated herein.

1. Defined Terms. The capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings set forth in the Employment Agreement.
2. Term. Paragraph 1 of the Employment Agreement is deleted in its entirety and replaced with the following:
 - "1. Term. Subject to the provisions for earlier termination provided in paragraph 10 below, the term of your employment hereunder shall become effective as of August 7, 2011 (the "Effective Date") and shall continue through and until August 7, 2016. Such period shall be referred to as the "Term," notwithstanding any earlier termination of your employment for any reason. A party shall provide notice to the other party, at least ninety (90) days' prior to the expiration of the Term, if such party does not intend to continue the employment relationship beyond the expiration of the Term. If no such notice is provided and the parties do not otherwise agree in writing to renew, extend, or replace this Agreement, the Term shall automatically renew for successive one-year terms."
3. Contribution to Scripps Howard Foundation. The following new paragraph 15 is hereby added to the Employment Agreement:
 - "15. Charitable Contribution. Subject to the approval of the Board of Trustees of the Scripps Howard Foundation (the "Foundation"), the Company shall make a contribution in the amount of \$1,000,000 to the Foundation to establish a donor advised fund (the "Fund") in your name in accordance with the policies and procedures of the Foundation. The Fund shall be established as a non-endowed fund, and the Foundation will make such distributions of the net income, principal or both from the Fund to such charitable organizations described in Section 501(c)(3) of the Internal Revenue Code, at such times, in such ways and for such purposes as the Foundation shall determine after taking into consideration grant recommendations from you as Fund advisor. The Company's contribution to the Foundation in accordance with this paragraph 15 shall be made within 30 days after the date of approval by the Board of Trustees of the Foundation."
4. No Other Amendments. Except as expressly amended, modified and supplemented hereby, the provisions of the Employment Agreement are and will remain in full force and effect and shall be binding on the parties thereto. References in the Employment Agreement or in any other document to the Employment Agreement shall refer to the Employment Agreement, as amended hereby. Except as otherwise specifically set forth herein, nothing in this Amendment shall prevent or limit your continuing or future participation in any plan, program, policy or practice provided by the Company or its affiliates and for which you may qualify.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Ohio.

If the foregoing correctly sets forth our understanding, please sign, date and return all three copies of this Amendment to the undersigned for execution on behalf of the Company; after this Agreement has been executed by the Company and a fully-executed copy returned to you, it shall constitute a binding agreement between us.

Sincerely yours,

THE E.W. SCRIPPS COMPANY

/s/ Lisa A. Knutson

By: Lisa A. Knutson

Its: Chief Administrative Officer

ACCEPTED AND AGREED:

/s/ Richard A. Boehne

Richard A. Boehne

Dated: November 4, 2014



SCRIPPS

P.O. BOX 5380
CINCINNATI, OHIO 45202312 WALNUT STREET, SUITE 2800
CINCINNATI, OHIO 45202PHONE: 513.977.3000
FAX: 513.977.3024

NEWS RELEASE

Scripps extends CEO's contract

For immediate release

Nov. 10, 2014

CINCINNATI - The E.W. Scripps Company (NYSE: SSP) has extended the employment contract for its chairman, president and CEO, Rich Boehne, to Aug. 7, 2016, followed by successive one-year renewals until either Boehne or the company gives at least 90 days' notice of non-renewal. Financial terms of the agreement remain the same.

The Scripps board of directors approved the contract extension for Boehne, 58, at its quarterly meeting Nov. 4.

Related to the contract renewal, Boehne requested the company make a gift of \$1 million to the Scripps Howard Foundation, the philanthropic arm of the company, to establish a donor-advised fund in his name. Establishing such a fund is subject to the approval of the foundation board of trustees.

"The Scripps Howard Foundation's commitment to the future of journalism and to the well-being of the communities we serve makes it a vital partner for both the company and individuals - like me - who share the same values and passions," said Boehne.

Boehne's employment agreement began Feb. 15, 2011, and had been set to end Aug. 7, 2015. He became president and CEO and joined the board in 2008 when Scripps spun off its cable network assets into a separate publicly traded company. Prior to the split, Boehne was chief operating officer of the combined enterprise. He was elected chairman on May 2, 2013.

Boehne, now in his 30th year with Scripps, joined the company as a business and financial news reporter at *The Cincinnati Post*. In 1988, he moved to the Scripps corporate staff to help the company prepare for its initial public offering. He then held a variety of roles before being named executive vice president in 1999 and chief operating officer in 2006. He is a 1981 graduate of Northern Kentucky University.

About Scripps

The E.W. Scripps Company (www.scripps.com) serves audiences and businesses through a growing portfolio of media brands. In July, Scripps announced a deal with Journal Communications to merge its 21 local television stations with Journal's 13 television stations and 34 radio stations, which will make Scripps the nation's fifth-largest broadcasting group. The two companies also agreed to spin off their combined newspaper interests to form a new publicly traded company, to be called Journal Media Group. Scripps runs an expanding collection of local and national digital journalism and information businesses, including mobile video news service Newsy and weather app developer Weathersphere. Scripps also produces television shows including *The List* and *Let's Ask America*, runs an award-winning investigative reporting newsroom in Washington, D.C., and serves as the long-time steward of the nation's largest, most successful and longest-running educational program, the Scripps National Spelling Bee. Founded in 1879, Scripps' motto is "Give light and the people will find their own way."

THE E.W. SCRIPPS COMPANY  

About Scripps Howard Foundation

Dedicated to excellence in journalism, Scripps Howard Foundation is a leader in industry efforts in journalism education, scholarships, internships, literacy, minority recruitment/development and First Amendment causes. With a special commitment to the regions where Scripps does business, the Foundation helps build healthy communities and improve the quality of life through support of sound educational programs, strong families, vital social services, enriching arts and culture and inclusive civic affairs.

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*Contact Carolyn Micheli, The E.W. Scripps Company, 513-977-3732
carolyn.micheli@scripps.com*