

EMPLOYMENT CONTRACT AMENDMENT

This amendment to the Employment Contract between the Kentucky Board of Education (Board) and the Commissioner of Education (Commissioner)(collectively, Parties), dated October 6, 2015, is entered pursuant to paragraph 11 of the Employment Contract and is effective this date, April 17, 2018. Pursuant to paragraph 11 of the Employment Contract, the Parties agree to the following as amendments to the Employment Contract:

The Board is grateful for the dedicated service of the Commissioner during his employment as the chief state school officer and would like to thank him publicly for that service.

The Board states publicly that it does not have grounds or evidence for a for cause termination of the Employment Contract.

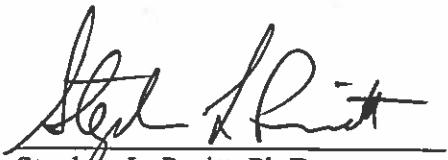
The Parties are in agreement that the Commissioner has the right to continuing employment through the full four (4) years beginning October 6, 2015, pursuant to the Employment Contract.

The Parties are in agreement that the Commissioner has the right, pursuant to paragraph 7.b. of the Employment Contract, to ninety (90) days written notice if the Board were to terminate the Commissioner's employment at any time without cause.

The Board agrees that the Commissioner's relinquishment of those rights, to ninety (90) days written notice and continuing employment under the Employment Contract, is appreciated and to be compensated and for that reason the Parties agree that the Commissioner is to be paid his salary and benefits, as described in paragraph 3 a. and b. of the Employment Contract, through the next ninety (90) days. As well, the Board shall pay the current proceeds of the agency restricted trust account equal to \$18,000 annually and the interest earned thereon prorated through the end of the ninety (90) days, described in paragraph 3 of the Employment Contract.

The Commissioner is tendering his resignation, dated and effective the date of this amendment, and the Board is accepting the Commissioner's written resignation this date. Both parties are immediately effectuating these actions by signature and agreement to this amendment of the Employment Contract.

It is the hope of both Parties that the education of all students in the Commonwealth shall flourish and prosper, now and in the future.



Stephen L. Pruitt, Ph.D.
Commissioner of Education



Milton C. Seymore
Chair, Kentucky Board of Education