

**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): May 18, 2026



Daktronics, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

001-38747
(Commission
File Number)

46-0306862
(I.R.S. Employer
Identification No.)

201 Daktronics Drive
Brookings, SD 57006
(Address of Principal Executive Offices, and Zip Code)

(605) 692-0200
(Registrant's Telephone Number, Including Area Code)

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:

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.00001 Par Value	DAKT	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

Section 5 - Corporate Governance and Management

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) As previously disclosed, Daktronics, Inc. (the “Company”) entered into a Consulting Agreement (the “Consulting Agreement”) with Carla Gatzke, a former named executive officer of the Company, pursuant to which Ms. Gatzke agreed to provide transition services to the Company in exchange for a monthly consulting fee of \$30,000 through April 30, 2026. On May 18, 2026, the Board of Directors of the Company authorized the Company to enter into a First Amendment to the Consulting Agreement to extend the Consulting Agreement with a reduced scope and subject to certain revised terms (the “Consulting Agreement Amendment”) effective as of May 1, 2026. The material terms of the Consulting Agreement Amendment include the following: (i) the term of the Consulting Agreement was extended through August 28, 2026 (the “Extended Term”) unless earlier terminated in accordance with the terms of the agreement, (ii) services during the Extended Term shall be limited to project-specific advisory services at the request of the Company, and (iii) the Consultant will receive a monthly consulting fee of \$7,500 during the Extended Term.

Except as expressly amended by the Consulting Agreement Amendment, all other terms and conditions of the Consulting Agreement remain in full force and effect.

The foregoing description of the material terms of the Consulting Agreement Amendment in this Report does not purport to be complete and is qualified in its entirety by reference to the full text of the Consulting Agreement Amendment, a copy of which is filed as Exhibit 10.1 to this Report and is incorporated herein by reference.

Section 9 - Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. Description

10.1 [First Amendment to Consulting Agreement, effective as of May 1, 2026, by and between Carla Gatzke and Daktronics, Inc.](#)
104 Cover page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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.

DAKTRONICS, INC.

By: /s/ Howard I. Atkins

Howard I. Atkins

Acting Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

Date: May 21, 2026

First Amendment to Consulting Agreement

This First Amendment (“*First Amendment*”), effective 1 May, 2026, amends that Consulting Agreement effective as of January 31, 2026 (the “*Agreement*”), entered into by and between Daktronics, Inc. (“*Company*”) and Carla Gatzke (“*Consultant*”), as follows:

1. **Definitions.** Any capitalized term not otherwise defined in this First Amendment shall have the meaning given to it in the Agreement.
2. **Extension of Term.** The Parties agree to extend the term of the Agreement through August 28, 2026 (the “*Extended Term*”) unless earlier terminated in accordance with the terms of the Agreement.
3. **Services.** During the Extended Term, the Consultant’s Services shall be limited to project-specific advisory services provided at the request of the Company, working in coordination with the Company’s Vice President of Human Resources.
4. **Fees and Expenses.** During the Extended Term, the monthly fee is reduced to \$7,500, with expenses reimbursed and payments otherwise governed by Section 3 of the Agreement.
5. **Remaining Terms.** Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the date first written above.

Daktronics, Inc. (Company)

Consultant

Carla Gatzke

By: _____

Its: _____