

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): **February 26, 2019**

**SAGA COMMUNICATIONS, INC.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**1-11588**

(Commission File Number  
Identification No.)

**38-3042953**

(IRS Employer)

**73 Kercheval Avenue  
Grosse Pointe Farms, MI**

(Address of Principal Executive Offices)

**48236**

(Zip Code)

Registrant's telephone number, including area code: **(313) 886-7070**

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))

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

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On February 26, 2019, the Company entered into a second amendment (the “Amendment”) to the Employment Agreement dated June 1, 2011 and amended on February 12, 2016 (the “Employment Agreement”) between the Company and Edward K. Christian, its Chairman, President, and Chief Executive Officer.

The Amendment extends the term of the Employment Agreement from March 31, 2021 to March 31, 2025. The Amendment also makes certain clarifying modifications to the Employment Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to this Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. A copy of the Company’s Employment Agreement effective June 1, 2011 is available as Exhibit 10(p) to the Company’s Form 10-Q for the quarter ending June 30, 2011, and a copy of the February 12, 2016 amendment to the Employment Agreement is available as Exhibit 10.1 to the Company’s Form 8-K/A filed on April 8, 2016.

**Item 9.01. Financial Statements and Exhibits.**

[Exhibit 10.1](#) [Second Amendment to Employment Agreement dated February 26, 2019 between Saga Communications, Inc. and Edward K. Christian.](#)

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**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.

**SAGA COMMUNICATIONS, INC.**

Dated: March 1, 2019

By: /s/ Samuel D. Bush  
Samuel D. Bush  
Senior Vice President, Treasurer, and  
Chief Financial Officer

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INDEX OF EXHIBITS

<b>Exhibit No.</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Second Amendment to Employment Agreement dated February 26, 2019 between Saga Communications, Inc. and Edward K. Christian.</u></a>

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**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

Saga Communications, Inc. (the "Corporation") and Edward K. Christian ("Christian") are parties to an employment agreement dated June 1, 2011 as amended by the Amendment to Employment Agreement dated February 12, 2016. Such employment agreement and Amendment will collectively be referred to as the "Employment Agreement." The parties seek to amend the Employment Agreement and replace in their entirety the paragraphs set forth below. The numbers utilized below refer to the number of these paragraphs in the Employment Agreement. Except for the paragraphs set forth below, the Employment Agreement and all other terms therein shall remain in full force and effect.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants of this Second Amendment to Employment Agreement, the parties hereby amend the Employment Agreement as follows:

1. The Corporation hereby agrees to employ Christian as Chairman, President and Chief Executive Officer of the Corporation and in such additional capacities for the Corporation and/or its affiliates as the Corporation may from time to time direct. The term (hereinafter referred to as "the Term") of Christian's employment under this Agreement shall commence on the date hereof and, except as it may be earlier terminated pursuant to the provisions hereof, shall terminate March 31, 2025.

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13. The Corporation may terminate Christian's employment in the event Christian suffers a disability (as defined in paragraph 12 above). After the Termination Date, which in this event shall be the date upon which notice of termination is given, no further compensation shall be payable under this Agreement except that Christian shall receive the accrued portion of any salary and bonus, as well as accrued and unpaid vacation time, through the Termination Date, less standard withholdings for tax and social security purposes. In the case of a bonus, it shall be payable upon such date or over such period of time which is in accordance with the applicable bonus plan. In addition to these payments, Christian shall receive severance pay equal to 100% of his then Base Salary for 24 months payable in equal monthly installments. After the Termination Date, which in this event shall be the date upon which notice of termination is given, any then unvested or time-vested award previously granted to Christian by the Corporation, including without limitation those grants described in Paragraph 8 of this Agreement, shall become immediately one hundred percent (100%) vested to the extent permitted by law. This compensation in this paragraph 13 is in addition to and without offset by any benefits or payments Christian shall be entitled to under the Corporation's long-term disability policy.

14. In the event Christian's employment hereunder is terminated by reason of his death, the Corporation shall pay and provide to the legal representative of his estate for the benefit of Christian's designated beneficiaries, the following:

- a. The Corporation shall provide to the legal representative of Christian's estate for the benefit of Christian's designated beneficiaries, within sixty (60) days following Christian's death, a lump sum payment equal to (i) Christian's then current Base Salary as set out in paragraph 4 plus (ii) Christian's accrued unused vacation time.
- b. As of the date of Christian's termination of employment for death, any award previously granted under the Corporation's 2005 Incentive Compensation Plan or then current incentive compensation plan, shall become immediately vested to the extent allowed by law.

c. The Corporation shall continue the provision of health care coverage in accord with paragraph 21 for Christian's spouse.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to Employment Agreement as of February 26, 2019.

SAGA COMMUNICATIONS, INC.

By: /s/ Gary Stevens  
Gary Stevens  
Chair, Compensation Committee

/s/ Edward K. Christian  
Edward K. Christian