

**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): October 25, 2023

TEGNA INC.

(Exact name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-6961
(Commission
File Number)

16-0442930
(I.R.S. Employer
Identification No.)

**8350 Broad Street, Suite 2000, Tysons,
Virginia**
(Address of Principal Executive Offices)

22102-5151
(Zip Code)

(703) 873-6600
(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))

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock	TGNA	New York Stock Exchange

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 October 25, 2023, the Leadership Development and Compensation Committee of the Board of Directors of TEGNA Inc. (the “Company”) adopted an Executive Officer Cash Severance Policy (the “Policy”). The Policy provides that the Company will not enter into any new employment agreement, severance agreement or separation agreement with any executive officer of the Company or establish any new severance plan or policy covering any executive officer of the Company, in each case, that provides for cash severance benefits exceeding 2.99 times the sum of the executive officer’s base salary plus target bonus, without seeking stockholder ratification of such agreement, plan, or policy.

The foregoing description of the Policy is qualified in its entirety by reference to the Policy, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are filed or furnished, as appropriate, as part of this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
10.1	TEGNA Inc. Executive Officer Cash Severance Policy
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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

TEGNA INC.
(Registrant)

By: /s/ Marc S. Sher
Marc S. Sher
Vice President, Associate General Counsel and Secretary

Date: October 26, 2023

TEGNA INC.
EXECUTIVE OFFICER CASH SEVERANCE POLICY

Effective Date: October 25, 2023

TEGNA Inc. (the “Company”) will not enter into any new employment agreement, severance agreement or separation agreement with any Executive Officer or establish any new severance plan or policy covering any Executive Officer that provides for Cash Severance Benefits exceeding 2.99 times the sum of the Executive Officer’s Base Salary plus Target Bonus, without seeking stockholder ratification of such agreement, plan, or policy.

For purposes of this policy:

“CIC Severance Plan” means the TEGNA Inc. 2015 Change in Control Severance Plan, as amended, or any successor plan thereto. The terms Date of Termination, Change in Control and 401(k) Plan as used in this Policy shall have the meanings ascribed to such terms in the CIC Severance Plan.

“Base Salary” means, as applicable: (i) with respect to the CIC Severance Plan, the Executive Officer’s annual base salary at the highest rate of salary during the 12-month period immediately prior to the Date of Termination or, if higher, during the 12 month period immediately prior to the Change in Control (in each case, as determined without regard for any reduction for deferred compensation, 401(k) Plan contributions and similar items) or (ii) with respect to the TEGNA Inc. Executive Severance Plan or any successor plan thereto (“TESP”), the Executive Officer’s Annual Base Salary, as defined in the TESP.

“Cash Severance Benefits” include cash payments in connection with the termination of the Executive Officer’s employment, or to offset any tax liability relating to such payments. It does not include (a) the payment, vesting, or acceleration of equity-based awards granted under stockholder-approved plans; (b) the payment or provision of perquisites, insurance, disability, health and welfare plan coverage and other non-cash benefits; (c) the payment of any unpaid bonus for any performance period; (d) payment of deferred compensation, earned retirement benefits or other vested employee benefits provided under any Company benefit plan or policy; or (e) the payment of any accrued but unpaid base salary, business expense reimbursements, paid time-off through the termination date, or reimbursement of legal or other expenses under a Company benefit plan or policy.

“Executive Officer” means any officer of the Company within the meaning of Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended.

“Target Bonus” means, as applicable: (i) with respect to the TESP, the Executive Officer’s target bonus under the Company’s annual incentive plan for the year of termination, provided that if no target bonus has been established for such year, the Executive Officer’s target bonus for the year immediately preceding the year of termination, or (ii) with respect to the CIC Severance Plan, the greater of (A) the Executive Officer’s target bonus immediately prior to the Change in Control, provided that if no target bonus has been established as of such date, the Executive Officer’s target bonus for the year immediately preceding the year in which the Change in Control occurs, or (B) the Executive Officer’s target bonus for the year of termination, provided that if no target bonus has been established for such year, the Executive Officer’s target bonus for the year immediately preceding the year in which the termination occurs.