

**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) August 2, 2023**

**TEGNA INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-06961**  
(Commission  
File Number)

**16-0442930**  
(IRS Employer  
Identification No.)

**8350 Broad Street, Suite 2000, Tysons, Virginia 22102-5151**  
(Address of Principal Executive Offices) (Zip Code)

**Registrant's telephone number, including area code (703) 873-6600**

**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))

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

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, \$1.00 par value	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**

(b) On August 2, 2023, TEGNA Inc. (the “Company”) entered into a Transition Agreement (the “Transition Agreement”) with Victoria D. Harker, the Company’s Executive Vice President and Chief Financial Officer. Pursuant to the Transition Agreement, Ms. Harker will resign from her current position effective December 31, 2023. Ms. Harker will provide consulting services from January 1, 2024 through March 31, 2024 (the “Transition Period”) to support and assist the successor CFO and other special projects. Effective March 31, 2024, Ms. Harker will fully retire from the Company.

During the Transition Period Ms. Harker will receive a pro-rated base salary equal to her current base salary. Additionally, if she continues employment with the Company through the end of the Transition Period and satisfactorily provides the consulting services, the Company will pay her a lump sum cash retention payment in the amount of \$1,000,000 (the “Retention Bonus”) within 15 days following such date. Ms. Harker will receive a prorated Retention Bonus if her employment is terminated due to death or disability prior to March 31, 2024, and the full Retention Bonus if she is terminated without cause prior to March 31, 2024. Finally, if Ms. Harker remains employed through the end of the Transition Period, the Company will waive the 120-day notice requirement in her retention agreement with the Company dated as of May 4, 2017 (“2017 Retention Agreement”), and her retirement as of March 31, 2024 will be treated as a “qualifying termination” under the Company’s Executive Severance Plan as outlined in the 2017 Retention Agreement.

The foregoing description of the Transition Agreement is a summary, does not purport to be complete, and is qualified in its entirety by reference to the full text of the Transition Agreement, a copy of which is attached hereto and filed as Exhibit 10.1.

(c) On August 2, 2023, the Board of Directors of the Company appointed Julie Heskett, age 50, Senior Vice President, Financial Planning and Business Operations, to serve as Senior Vice President and Chief Financial Officer effective as of January 1, 2024. Ms. Heskett became Senior Vice President, Financial Planning and Business Operations, in June 2017. She previously served as Senior Vice President of Finance and Technology from December 2013 until June 2017 and as Vice President of Finance for the Company’s media division from September 2007 until December 2013. Ms. Heskett has no familial relationship with any director or executive officer of the Company.

Information referred to in Item 5.02(c)(3) of Form 8-K has not been determined as of the date of this report.

**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	<a href="#">Transition Agreement, dated August 2, 2023, between Victoria D. Harker and TEGNA Inc.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**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.

Date: August 3, 2023

TEGNA Inc.

By: /s/ Marc S. Sher

Marc S. Sher

Vice President, Associate General Counsel and Secretary

Victoria D. Harker  
8350 Broad Street, Suite 2000  
Tysons, VA 22102

Dear Victoria:

We greatly appreciate your services to TEGNA Inc. (the "Company"). In connection with your decision to retire from your position as the Company's Executive Vice President and Chief Financial Officer effective December 31, 2023, and your agreement to continue on as an employee advisor consultant to the Company through March 31, 2024, the Company hereby agrees to the following:

1. Effective December 31, 2023, you will resign from your position as the Company's Executive Vice President and Chief Financial Officer.
2. From January 1, 2024 through March 31, 2024 (the "Transition Period"), you will provide services as a special consultant to support and assist your successor's transition, as well as providing advice regarding such other special projects as mutually agreed upon by the Company and you from time to time during the Transition Period. For the avoidance of doubt, the parties understand and agree that you will not perform any policy making functions for the Company after December 31, 2023.
3. Effective March 31, 2024, the Transition Period will end and you will fully retire from the Company.
4. During the Transition Period you will receive your current base salary. Additionally, if you continue employment with the Company through the end of the Transition Period and satisfactorily provide the services described in paragraph 2 above, the Company will pay you a lump sum cash retention payment in the amount of \$1,000,000 (the "Retention Bonus"), within 15 days following such date. Notwithstanding the foregoing, if prior to March 31, 2024, your employment is terminated due to death or permanent disability (within the meaning of the Company's Long Term Disability Plan) or the Company involuntarily terminates your employment without Cause (as defined in the Company's Executive Severance Plan), the Retention Bonus will be paid to you within 15 days following such termination, provided that the Retention Bonus shall be prorated for a termination due to death or disability where such proration shall be calculated by multiplying the Retention Bonus by a fraction whose numerator is the number of days you worked prior to your termination of employment from the date of this agreement through March 31, 2024, and the denominator is the total number of days between the date of this agreement and March 31, 2024. No Retention Bonus shall be paid in the event of any other termination of employment for any other reason prior to March 31, 2024 or you fail to satisfactorily provide the services in paragraph 2.

5. You will be treated as an employee of the Company for all purposes during the Transition Period. All amounts paid to you will be subject to applicable tax and withholding requirements.
6. During the Transition Period, you will be eligible for the retirement and employee benefit plans in which you currently participate (subject to the Company's general right to amend or terminate such plans). However, you will not participate in the Company's Annual Bonus Plan for 2024 (beyond your rights to participate in such bonus plan under the Company's Executive Severance Plan), nor will you receive any further awards under the Company's 2020 Omnibus Incentive Compensation Plan or other long-term incentive plan.
7. This agreement will not reduce any vested rights, if any, you currently have under the Company's 401(k) Savings Plan, Deferred Compensation Plan, 2023 Annual Bonus Plan, Executive Severance Plan, or Transitional Compensation Plan, as well as awards of restricted stock units and performance shares granted to you prior to the date hereof under the Company's 2020 Omnibus Incentive Compensation Plan, or predecessor plan.
8. Provided that you remain employed by the Company through the end of the Transition Period, your retirement as of March 31, 2024 will be treated as a "qualifying termination" under the Company's Executive Severance Plan. In connection with the foregoing, you agree to waive your right under your May 4, 2017 retention agreement with the Company to voluntarily terminate employment prior to the expiration of the Transition Period and to have such voluntary termination be treated as a "qualifying termination" under the Executive Severance Plan.
9. You agree that this agreement does not change the status of your employment to anything other than "at will", and the Company reserves the right to terminate your employment at any time.

Please confirm your agreement with the terms outlined above by countersigning this agreement in the space provided below.

Very truly yours,  
TEGNA Inc.

By: /s/ David T. Lougee  
David T. Lougee  
President and CEO

Dated: 8/2/2023

Agreed to and accepted by:

By: /s/ Victoria D. Harker  
Victoria D. Harker

Dated: 8/2/2023