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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report: April 27, 2010  
(Date of earliest event reported)**

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**APOGEE ENTERPRISES, INC.**

(Exact name of registrant as specified in its charter)

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Commission File Number: 0-6365

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

**41-0919654**  
(IRS Employer  
Identification No.)

**7900 Xerxes Avenue South, Suite 1800,  
Minneapolis, Minnesota 55431**  
(Address of principal executive offices, including zip code)

**(952) 835-1874**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

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

**(e) Bonus Pool Award Agreements**

On April 27, 2010, Apogee Enterprises, Inc. (the “Company”) entered into a Bonus Pool Award Agreement with each of the named executive officers listed below, which sets forth the terms and conditions pursuant to which the executive officer may receive an annual bonus award under the Apogee Enterprises, Inc. Executive Management Incentive Plan (the “Executive MIP”). The agreements provide that the executive officers’ rights to receive annual cash bonus awards will be determined based on the attainment of certain pre-set goals for the fiscal year relating to specified performance metrics. The performance metrics to be used for determining awards under the Executive MIP for fiscal 2011 for the named executive officers listed below are net sales and earnings per share from continuing operations at the corporate level. In addition, Mr. Silvestri’s award under the Executive MIP will be based on net sales and earnings before taxes at the Viracon business unit level. For each of the performance metrics there is a threshold, target and maximum performance level. The table below sets forth certain information with respect to fiscal 2011 annual bonus award payout ranges as a percentage of fiscal 2011 salary for the named executive officers.

Name	Position	Fiscal 2011 Annual Cash Incentive Compensation			
		Payout Range as a Percentage of Salary (%)	Threshold Payout as a Percentage of Salary (%) <sup>(1)</sup>	Target Payout as a Percentage of Salary (%) <sup>(2)</sup>	Maximum Payout as a Percentage of Salary (%) <sup>(3)</sup>
Russell Huffer	Chairman, President and Chief Executive Officer	0 – 150.00	12.37	75.00	150.00
James S. Porter	Chief Financial Officer	0 – 120.00	9.90	60.00	120.00
Gregory A. Silvestri	Executive Vice President	0 – 110.00	5.50	55.00	110.00
Patricia A. Beithon	General Counsel and Corporate Secretary	0 – 100.00	8.25	50.00	100.00
Gary R. Johnson	Vice President and Treasurer	0 – 50.00	4.13	25.00	50.00

<sup>(1)</sup> Assumes threshold performance level is achieved for only the performance metric with the lowest weighting and is not achieved for any other performance metric.

<sup>(2)</sup> Assumes target performance level is achieved for all performance metrics.

<sup>(3)</sup> Assumes maximum performance level is achieved for all performance metrics.

In the event an executive officer’s employment is terminated during a fiscal year for any reason other than Disability or Retirement (as such terms are defined in the agreement) or death, the agreement provides that the executive officer will forfeit any and all rights under the Executive MIP and the agreement relating to such fiscal year. In accordance with the agreement, if an executive officer’s employment with the Company is terminated during the fiscal year as a result of Disability, Retirement or death, the executive officer, or the executive officer’s estate, as applicable, will receive a pro-rata cash payment after the end of the fiscal year to the extent that the threshold, target or maximum performance level of the performance metrics is achieved.

The form of Bonus Pool Award Agreement used in connection with annual bonus awards under the Executive MIP, a copy of which is on file with the Securities and Exchange Commission as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed on May 4, 2009 (the “Form of Bonus Pool Award Agreement”), is incorporated herein by reference.

**Performance Share Units**

On April 27, 2010, the Company’s Compensation Committee awarded to the named executive officers listed below performance share unit awards entitling the executive officers to the number of performance share units (the “Units”) equal to the target number of shares set forth below (the “Target Award Number”).

<u>Name</u>	<u>Measuring Period (Fiscal Years)</u>	<u>Number of Shares Subject to Award</u>		
		<u>Threshold Award Number</u>	<u>Target Award Number</u>	<u>Maximum Award Number</u>
Russell Huffer	2011 – 2013	26,347	52,694	105,388
James S. Porter	2011 – 2013	9,583	19,166	38,332
Gregory A. Silvestri	2011 – 2013	9,583	19,166	38,332
Patricia A. Beithon	2011 – 2013	7,582	15,165	30,330
Gary R. Johnson	2011 – 2013	2,416	4,833	9,666

Each Unit represents the right to receive one share of the Company’s common stock, subject to the vesting requirements described below. The Units were awarded pursuant to the shareholder-approved Apogee Enterprises, Inc. 2009 Stock Incentive Plan (the “2009 Stock Incentive Plan”), a copy of which is on file with the Securities and Exchange Commission as Exhibit 4.5 to the Company’s Form S-8 filed on June 24, 2009. The form of Performance Share Unit Agreement used in connection with performance share unit awards under the 2009 Stock Incentive Plan, including the awards to the executive officers listed above, is attached hereto as Exhibit 10.2 and is incorporated herein by reference (the “Form of 2009 Stock Incentive Plan Performance Share Unit Agreement”).

The number of Units that will vest will be based on whether and to what extent the threshold, target or maximum performance level of the performance metrics for the period commencing on February 28, 2010 and ending on March 2, 2013 (the “Performance Period”) is achieved. The performance metrics for the Performance Period are average return on invested capital, cumulative earnings per share and market share growth. The Target Award Number will be increased to the Maximum Award Number set forth above if the Company’s performance metrics are achieved at the maximum level or decreased to zero if none of the Company’s performance metrics are achieved at the threshold performance level. The Threshold Award Number set forth above represents the number of Units that would vest if the Company achieved each performance metric at the threshold level.

In the event the executive officer’s employment is terminated during the Performance Period, the Units shall be immediately and irrevocably forfeited, unless the executive officer’s termination is by reason of:

- involuntary termination without Cause (as defined in the agreement),
- Retirement (as defined in the agreement),
- Disability (as defined in the agreement), or
- death.

In the event the executive officer’s employment is terminated prior to the end of the Performance Period by reason of involuntary termination without Cause, the executive officer shall be entitled to retain a pro-rata portion (based on the amount of time elapsed between the beginning of the Performance Period and the date of termination) of the Units after the end of the Performance Period to the extent that the threshold, target or maximum performance level of the performance metrics is achieved and as determined by the Compensation Committee in its sole discretion. In the event the executive officer’s employment is terminated prior to the end of the Performance Period by reason of Retirement, Disability or death, the executive officer or the executive officer’s estate, as applicable, shall be entitled to retain the Units after the end of the Performance Period to the extent that the threshold, target or maximum performance level of the performance metrics is achieved and as determined by the Compensation Committee in its sole discretion. In the event of a Change in Control (as defined in the 2009 Stock Incentive Plan) prior to the end of

the Performance Period, the Performance Period shall be deemed to end on the date of the Change in Control and the executive officer shall be entitled to retain the Units to the extent that the threshold, target or maximum performance level of the performance metrics is achieved, as adjusted for the truncated Performance Period, and as determined by the Compensation Committee in its sole discretion.

***Time-Based Restricted Stock***

On April 27, 2010, the Company's Compensation Committee awarded to the named executive officers listed below shares of time-based restricted stock in the amounts indicated below:

<u>Name</u>	<u>Number of Shares of Restricted Stock Awarded</u>	<u>Vesting Date</u>
Russell Huffer	43,504	4/27/2013
James S. Porter	13,800	4/27/2013
Gregory A. Silvestri	13,800	4/27/2013
Patricia A. Beithon	11,020	4/27/2013
Gary R. Johnson	3,383	4/27/2013

Such restricted stock awards were made pursuant to the 2009 Stock Incentive Plan. The form of Restricted Stock Agreement used in connection with restricted stock awards under the 2009 Stock Incentive Plan, including the awards to the named executive officers listed above, a copy of which is on file with the Securities and Exchange Commission as Exhibit 10.36 to the Company's Annual Report on Form 10-K for the year ended February 27, 2010 (the "Form of 2009 Stock Incentive Plan Restricted Stock Agreement"), is incorporated herein by reference.

The shares of restricted stock vest in three equal annual installments commencing on the first anniversary date of such grant. In the event of total disability or death of the executive officer prior to the end of the vesting period, the shares of restricted stock will become immediately vested in full.

The description in this Current Report on Form 8-K of the Form of Bonus Pool Award Agreement is qualified in its entirety by reference to the copy of such agreement that is on file with the Securities and Exchange Commission as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 4, 2009. The description in this Current Report on Form 8-K of the Form of 2009 Stock Incentive Plan Performance Stock Unit Agreement is qualified in its entirety by reference to the attached copy of the agreement. The description in this Current Report on Form 8-K of the Form of 2009 Stock Incentive Plan Restricted Stock Agreement is qualified in its entirety by reference to the copy of such agreement that is on file with the Securities and Exchange Commission as Exhibit 10.36 to the Company's Annual Report on Form 10-K for the year ended February 27, 2010.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

- 10.1 Form of Bonus Pool Award Agreement under the Apogee Enterprises, Inc. Executive Management Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 4, 2009).
- 10.2 Form of Performance Share Unit Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan.\*
- 10.3 Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan (incorporated by reference to Exhibit 10.36 to the Company's Annual Report on Form 10-K for the year ended February 27, 2010).

\* Filed herewith

**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.

APOGEE ENTERPRISES, INC.

By: \_\_\_\_\_ /s/ PATRICIA A. BEITHON  
Patricia A. Beithon  
General Counsel and Secretary

Date: May 3, 2010

**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Description</u>
10.1	Form of Bonus Pool Award Agreement under the Apogee Enterprises, Inc. Executive Management Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 4, 2009).
10.2	Form of Performance Share Unit Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan.*
10.3	Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan (incorporated by reference to Exhibit 10.36 to the Company's Annual Report on Form 10-K for the year ended February 27, 2010).

\* Filed herewith



**PERFORMANCE SHARE UNIT AGREEMENT**

<u>GRANTED TO</u>	<u>GRANT DATE</u>	<u>NUMBER OF PERFORMANCE SHARE UNITS</u>	<u>SOCIAL SECURITY NUMBER</u>
[Name]		Threshold Award Number: _____	
[Street]	_____/____/20__	Target Award Number: _____	[SSN]
[City], [State] [Postal]		Maximum Award Number: _____	

1. **This Agreement.** This agreement, together with Exhibit A and Exhibit B (collectively, the "*Agreement*"), sets forth the terms and conditions of a performance share unit award representing the right to receive shares of common stock ("*Common Stock*") of Apogee Enterprises, Inc., a Minnesota corporation (the "*Company*"). This Agreement is issued pursuant to the Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended from time to time (the "*Plan*"), and subject to its terms.
2. **The Grant.** The Company hereby grants to the individual named above (the "*Employee*"), as of the above Grant Date, a performance share unit award entitling the Employee to the number of performance share units (the "*Units*") equal to the "Target Award Number" set forth above (such number of units, the "*Target Award Number*"). Each Unit represents the right to receive one share of Common Stock, subject to the vesting requirements of this Agreement and the terms of the Plan. The number of Units that vest under this Agreement is referred to herein as the "Vested Award Number," and the shares of Common Stock distributable to the Employee with respect to the Units vested hereunder are referred to as the "Shares."
3. **Performance Period.** The "Performance Period" for purposes of determining the Vested Award Number shall be fiscal years 20\_\_ through 20\_\_.
4. **Performance Goals.** The performance goals for purposes of determining the Vested Award Number are set forth in the attached Exhibit B.
5. **Vesting.** The number of Units that will vest (*i.e.*, the Vested Award Number) will be based on whether and to what extent the threshold, target or maximum performance level of the performance goals is achieved, as set forth in the attached Exhibit B and as determined by the Compensation Committee of the Company's Board of Directors (the "*Committee*") in its sole discretion. The Target Award Number will be increased to the Maximum Award Number set forth above if the Company's performance goals are achieved at the maximum level or decreased to zero if the Company's performance goals are not achieved at the threshold performance level. The Threshold Award Number set forth above represents the number of Units that would vest if the Company achieves the performance goals at the threshold level. The determination of the Vested Award Number will occur as soon as practicable after the Committee determines, in its sole discretion after the end of the Performance Period, whether, and the extent to which, the performance goals have been achieved; provided that in no event will such determination be made later than 60 days following the end of the Performance Period (the "*Determination Date*").
6. **Restrictions on Transfer.** The Units may not be sold, assigned, transferred or pledged, other than by will or the laws of descent and distribution, and any such attempted transfer shall be void.
7. **Forfeiture.** In the event the Employee's employment is terminated during the Performance Period, the Units shall be immediately and irrevocably forfeited, unless the Employee's termination is by reason of:
  - involuntary termination without Cause (as defined in the attached Exhibit A),
  - Retirement (as defined in the attached Exhibit A),
  - Disability (as defined in the attached Exhibit A), or
  - death.

In the event the Employee's employment is terminated prior to the end of the Performance Period by reason of involuntary termination without Cause, the Employee shall be entitled to retain a pro-rata portion (based on the



amount of time elapsed between the beginning of the Performance Period and the date of termination) of the Units after the end of the Performance Period to the extent that the threshold, target or maximum performance level of the performance goals is achieved, as set forth in the attached Exhibit B and as determined by the Committee in its sole discretion. In the event the Employee's employment is terminated prior to the end of the Performance Period by reason of Retirement, Disability or death, the Employee or the Employee's estate, as applicable, shall be entitled to retain the Units after the end of the Performance Period to the extent that the threshold, target or maximum performance level of the performance goals is achieved, as set forth in the attached Exhibit B and as determined by the Committee in its sole discretion.

In the event of a Change in Control (as defined in the Plan) prior to the end of the Performance Period, the Performance Period shall be deemed to end on the date of the Change in Control and the Employee shall be entitled to retain the Units to the extent that the threshold, target or maximum performance level of the performance goals is achieved, as adjusted for the truncated Performance Period and determined by the Committee in its sole discretion.

8. **Distribution of Shares with Respect to Units.** As soon as administratively feasible following the Determination Date and the Employee's satisfaction of any required tax withholding obligations (but in no event later than 60 days following the end of the Performance Period), the Company shall cause to be issued and delivered to the Employee a certificate or certificates evidencing Shares registered in the name of the Employee or in the name of the Employee's legal representatives, beneficiaries or heirs, as the case may be.
9. **Rights as Shareholder; Dividend Equivalents.** Prior to the distribution of Shares with respect to Units, the Employee shall not have ownership or rights of ownership of any Shares underlying the Units. Notwithstanding the foregoing, the Employee shall accumulate an unvested right to payment of cash dividend equivalents on the Shares underlying Units if cash dividends are declared by the Company's Board of Directors on the Common Stock on or after the Grant Date. The Employee shall be entitled solely to payment of accumulated dividend equivalents with respect to a number of Units equal to the Vested Award Number. Such dividend equivalents will be in an amount of cash per vested Unit equal to the cash dividend paid with respect to a share of outstanding Common Stock. Dividend equivalents will be paid to the Employee on the date that the Shares are distributed to the Employee. The Employee shall not be entitled to dividend equivalents with respect to dividends declared prior to the Grant Date. All dividend equivalents accumulated with respect to forfeited Units shall also be irrevocably forfeited.
10. **Income Taxes.** The Employee is liable for any federal, state and local income or other taxes applicable upon the receipt of the Shares, the lapse of restrictions relating to the Units or the subsequent disposition of any of the Shares, and the Employee acknowledges that he or she should consult with his or her own tax advisor regarding the applicable tax consequences. Dividend equivalents accrued with respect to dividends declared before the delivery of the Shares underlying the Units will be treated as compensation income for tax purposes and will be subject to income and payroll tax withholding by the Company. Upon issuance of the Shares, the Employee shall promptly pay to the Company in cash, and/or the Company may withhold from the Employee's compensation or from the Shares or any cash payable in lieu of some or all of such Shares an amount necessary to pay, all applicable taxes required by the Company to be withheld or collected upon such issuance of Shares.
11. **Acknowledgment.** This award of Units shall not be effective until the Employee dates and signs the form of Acknowledgment below and returns a signed copy of this Agreement to the Company. By signing the Acknowledgment, the Employee agrees to the terms and conditions of this Agreement and the Plan and acknowledges receipt of a copy of the prospectus related to the Plan.

**ACKNOWLEDGMENT:**

**APOGEE ENTERPRISES, INC.**

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

By: \_\_\_\_\_  
[Name]  
[Title]

**DEFINED TERMS USED IN THE  
PERFORMANCE SHARE UNIT AGREEMENT**

The following terms used in this Agreement have the following meanings:

“*Affiliate*” shall have the meaning ascribed to such term in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended.

“*Cause*” shall mean:

(i) the willful and continued failure by the Employee substantially to perform his or her duties and obligations (other than any such failure resulting from his or her incapacity due to physical or mental illness),

(ii) the Employee’s conviction or plea bargain of any felony or gross misdemeanor involving moral turpitude, fraud or misappropriation of funds, or

(iii) the willful engaging by the Employee in misconduct which causes substantial injury to the Company or its Affiliates, its other employees or the employees of its Affiliates or its clients or the clients of its Affiliates, whether monetarily or otherwise. For purposes of this paragraph, no action or failure to act on the Employee’s part shall be considered “willful” unless done or omitted to be done, by the Employee in bad faith and without reasonable belief that his or her action or omission was in the best interests of the Company.

“*Disability*” shall mean any physical or mental condition which would qualify the Employee for a disability benefit under any long-term disability plan maintained by the Company or any Affiliate then employing the Employee.

“*Retirement*” shall mean the Employee’s termination of his or her employment relationship with the Company under such circumstances determined to constitute retirement by the Committee in its sole discretion.

**PERFORMANCE GOALS UNDER THE  
PERFORMANCE SHARE UNIT AGREEMENT**

**Performance Goals for Three-Year Performance Period  
( , 20 – , 20 )**

<u>Performance Goal</u>	<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>
Average Return on Invested Capital (weighted as 33%)			

Cumulative Earnings Per Share (weighted as 33%)

Market Share Growth (weighted as 33%)			
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Payment Levels (% of Target Award Number)

- The number of Units earned by the Employee for performance between the threshold, target and maximum performance levels will be linearly interpolated.