

**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: April 30, 2013
(Date of earliest event reported)**

APOGEE ENTERPRISES, INC.

(Exact name of registrant as specified in its charter)

Commission File Number: 0-6365

Minnesota
(State or other jurisdiction
of incorporation)

41-0919654
(IRS Employer
Identification No.)

**4400 West 78th Street – Suite 520
Minneapolis, Minnesota 55435**
(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)

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))

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 30, 2013, Apogee Enterprises, Inc. (the "Company") entered into a Bonus Pool Award Agreement with each of the 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 shareholder-approved Apogee Enterprises, Inc. 2012 Executive Management Incentive Plan (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 June 27, 2012. The agreement provides that the executive officer's right to receive an annual cash bonus award will be determined based on the attainment of certain pre-set performance metrics for the fiscal year.

The performance metric to be used to establish the bonus pool under the Executive MIP for fiscal 2014 is operating income. The performance metrics to be used for determining awards under the Executive MIP for fiscal 2014 for the executive officers listed below are net sales, earnings per share and days working capital. The table below sets forth certain information with respect to fiscal 2014 annual bonus award payout ranges as a percentage of fiscal 2014 salary for the listed executive officers based on performance at the threshold, target and maximum performance levels.

Name	Position	Fiscal 2014 Annual Cash Incentive Compensation			
		Payout Range as a Percentage of Salary (%)	Threshold Payout as a Percentage of Salary (%) ⁽¹⁾	Target Payout as a Percentage of Salary (%) ⁽²⁾	Maximum Payout as a Percentage of Salary (%) ⁽³⁾
Joseph F. Puishys	Chief Executive Officer and President	0 – 200.00	5.00	100.00	200.00
James S. Porter	Chief Financial Officer	0 – 120.00	3.00	60.00	120.00
Patricia A. Beithon	General Counsel and Corporate Secretary	0 – 100.00	2.50	50.00	100.00
John A. Klein	Senior Vice President, Operations and Supply Chain Management	0 – 80.00	2.00	40.00	80.00
Gary R. Johnson	Vice President and Treasurer	0 – 50.00	1.25	25.00	50.00

- (1) Assumes threshold performance level is achieved for only the performance metric with the lowest weighting and is not achieved for any other performance metric.
- (2) Assumes target performance level is achieved for all performance metrics.
- (3) 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 metric is achieved.

The form of Bonus Pool Award Agreement used in connection with annual bonus awards under the Executive MIP, including the awards to executive officers listed above, is attached hereto as Exhibit 10.1 and is incorporated herein by reference (the "Form of Bonus Pool Award Agreement").

Time-Based Restricted Stock Awards

At meetings of the Company's Compensation Committee (the "Committee") and the Company's Board of Directors held on April 30, 2013, the executive officers listed below were awarded shares of time-based restricted stock in the amounts indicated below:

<u>Name</u>	<u>Number of Shares of Restricted Stock Awarded</u>	<u>Fully Vested Date</u>
Joseph F. Puishys	21,036	4/30/2016
James S. Porter	7,241	4/30/2016
Patricia A. Beithon	5,678	4/30/2016
John A. Klein	2,896	4/30/2016
Gary R. Johnson	1,818	4/30/2016

Such restricted stock awards were made pursuant to the shareholder-approved Apogee Enterprises, Inc. 2009 Stock Incentive Plan (the "Stock Incentive Plan"), 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 June 28, 2011. The form of Restricted Stock Agreement used in connection with restricted stock awards under the Stock Incentive Plan, including the awards to the executive officers listed above, a copy of which is on file with the Securities and Exchange Commission as Exhibit 10.3 to the Company's Current Report on Form 8-K filed on May 2, 2011 (the "Form of 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 (such three-year period is referred to herein as the "Restricted Period"). In the event the executive officer's employment is terminated prior to the end of the Restricted Period by reason of Retirement (as defined in the agreement) or involuntary termination without Cause (as defined in the agreement), the Committee has the right to cause the remaining unvested shares to be accelerated as of the date of such Retirement or involuntary termination without Cause. In the event the executive officer's employment is terminated prior to the end of the Restricted Period by reason of Disability (as defined in the agreement) or death, the shares of restricted stock will become immediately vested in full.

In the event of a Change in Control (as defined in the Stock Incentive Plan) during the Restricted Period and the executive officer's employment is simultaneously or subsequently terminated by the Company without Cause or by the executive officer for Good Reason (as defined in the agreement) during the Restricted Period, the restrictions with respect to all of the shares held by the executive officer at the time of termination shall lapse and the shares shall immediately vest as of the date of such termination of employment.

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 attached copy of the agreement. The descriptions in this Current Report on Form 8-K of the Executive MIP, the Stock Incentive Plan and the Form of Restricted Stock Agreement are qualified in their entirety by reference to the copy of such plans and agreements that are on file with the Securities and Exchange Commission as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 27, 2012, Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 28, 2011 and Exhibit 10.3 to the Company's Current Report on Form 8-K filed on May 2, 2011, respectively.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Form of Bonus Pool Award Agreement under the Apogee Enterprises, Inc. 2012 Executive Management Incentive Plan.*
- 10.2 Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2009 Stock Incentive Plan, as amended and restated (2011) (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on May 2, 2011).

* 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 6, 2013

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
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* Filed herewith

**APOGEE ENTERPRISES, INC.
2012 EXECUTIVE MANAGEMENT INCENTIVE PLAN**

**BONUS POOL AWARD AGREEMENT
Fiscal Year**

Section 1. Establishment

This Bonus Pool Award Agreement (the "Agreement") is entered into as of the _____ day of _____, by and between Apogee Enterprises, Inc., a Minnesota corporation (the "Company"), and _____, an individual resident of the State of _____ ("Participant").

Section 2. The Plan

The Company has established the Apogee Enterprises, Inc., 2012 Executive Management Incentive Plan (the "Plan") for certain executive officers. Participant has been selected by the Compensation Committee of the Company's Board of Directors (the "Committee") to be eligible to participate in the Plan. Participant hereby acknowledges receipt of a copy of the Plan. The Annual Bonus Pool Award made to Participant hereby is subject to all of the terms and conditions of the Plan, which terms and conditions are hereby incorporated by reference herein and made a part hereof.

Section 3. Conditions to Participation

As a condition to participate in the Plan and to receive an Annual Bonus Pool Award, Participant shall execute and return to the Committee a duplicate of this Agreement.

Section 4. Performance Based Award

(a) *Performance-Based Award.* The Annual Bonus Pool Award is intended to be a Performance-Based Award within the meaning of the Plan, and all of the terms and conditions of this Award shall be interpreted in such a manner so as to qualify all compensation paid hereunder as "qualified performance-based compensation" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code").

(b) *Bonus Pool.* Not later than 90 days after the beginning of each fiscal year, the Committee will establish a bonus pool (the "Bonus Pool") equal to a percentage of one or more pre-established, objective Company performance factors (*e.g.*, EBITDA, ROIC or sales) selected by the Committee for the fiscal year. The performance factors and the applicable percentage thereof that make up the Bonus Pool for the [year] fiscal year (the "Performance Period") are set forth in Appendix I, along with the percentage share in the Bonus Pool to be reserved as an Annual Bonus Pool Award to the Participant for the Performance Period.

Section 5. Earned Awards

Following the close of each Performance Period and prior to payment of any amount to any Participant under the Plan, the Committee must certify in writing as to the computation of the Annual Bonus Pool Award. As provided for in the Plan, the maximum Annual Bonus Pool

Award which may be awarded to the Participant pursuant to the Plan with respect to any Performance Period shall not exceed \$3,000,000.

Section 6. Award Payments

On or around May 15 following the close of the Performance Period, and following the computation of the Annual Bonus Pool Award, the Participant shall be paid in cash. The Committee shall retain sole and full discretion to reduce, in whole or in part, the amount of any Annual Bonus Pool Award otherwise payable to the Participant under the Plan. Payment of the Annual Bonus Pool Award may be made, subject to any deferred compensation election which may be permitted pursuant to any deferred compensation plan of the Company on which the Participant participates, at such times, with such restrictions and with such conditions as the Committee, in its sole discretion, may determine at the time of the grant of the Annual Bonus Pool Award.

Section 7. Termination of Employment

(a) If the Participant's employment with the Company or its subsidiaries terminates during a Performance Period for any reason other than Disability or Retirement (as such terms are defined below) or death, the Participant shall forfeit any and all rights under the Plan and this Agreement relating to such Performance Period.

(b) If the Participant's employment with the Company or its subsidiaries terminates during a Performance Period as a result of Disability or Retirement (as such terms are defined below) or death, the Participant or the Participant's beneficiary or estate shall receive a cash settlement after such Performance Period has expired and all performance calculations have been made. Such settlement shall be computed by:

(i) determining the Annual Bonus Pool Award at the end of the Performance Period that would have been earned if the Participant's employment had continued through the Performance Period, and

(ii) multiplying the result in (i) by a fraction, the numerator of which is the number of full fiscal weeks in such Performance Period that the Participant was an employee of the Company or its subsidiaries and the denominator of which is the number of full fiscal weeks comprising the Performance Period.

Unless the Participant has delivered to the Company a beneficiary designation in a form acceptable to the Company, the cash settlement shall be made according to the laws of descent and distribution upon the death of the Participant.

(c) *Disability*. For purposes of this Agreement, "Disability" shall mean any physical or mental condition which would qualify the Participant for a disability benefit under any long-term disability plan maintained by the Company or any Affiliate (as defined in the Plan) then employing the Participant.

(d) *Retirement.* For purposes of this Agreement, "Retirement" shall mean the Participant'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.

Section 8. Nature of Payments

Any and all cash payments pursuant to any Annual Bonus Pool Award granted hereunder shall constitute special incentive payments to the Participant, and such payments shall not be taken into account in computing the amount of the Participant's salary or compensation for purposes of determining any pension, retirement, death or other benefits under (i) any pension, retirement, profit sharing, bonus, life insurance or other employee benefit plan of the Company or any Affiliate or (ii) any agreement between the Company (or any Affiliate) and the Participant, except to the extent that such plan or agreement expressly provides to the contrary.

Section 9. Interpretations

This Agreement is subject in all respects to the terms of the Plan. In the event that any provision of this Agreement is inconsistent with the terms of the Plan, the terms of the Plan shall govern. Any question of administration or interpretation arising under this Agreement shall be determined by the Committee, and such determination shall be final and conclusive upon all parties in interest.

Section 10. Governing Law

This Bonus Pool Award Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth herein.

APOGEE ENTERPRISES, INC.

By: _____

Its:

PARTICIPANT

FISCAL YEAR *[year]* BONUS POOL AWARD OBJECTIVES AND AMOUNT

A. Bonus Pool

___ % of _____

B. Annual Bonus Pool Award

___ % of the Bonus Pool