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: June 24, 2009 (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.)

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

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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))		
_	Pro-commencement communications pursuant to Rule 13e-A(c) under the Eychange Act (17 CFR 240 13e-A(c))		

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

(e) Adoption of the Apogee Enterprises, Inc. 2009 Stock Incentive Plan

On June 24, 2009, at the 2009 Annual Meeting of Shareholders (the "Annual Meeting") of Apogee Enterprises, Inc. (the "Company"), the Company's shareholders adopted the Apogee Enterprises, Inc. 2009 Stock Incentive Plan (the "2009 Incentive Plan"), which previously had been approved by the Company's Board of Directors on May 7, 2009, subject to shareholder approval. The 2009 Incentive Plan permits grants of incentive and non-qualified stock options, stock appreciation rights, restricted stock, restricted stock units, dividend equivalents, performance awards, stock awards and other stock-based awards (collectively, "Awards") to employees, officers, consultants and independent contractors of the Company. The Company's Board of Directors and Compensation Committee have the authority to determine the type of Award as well as the amount, terms and conditions of each Award under the 2009 Incentive Plan, subject to the limitations and other provisions of the 2009 Incentive Plan.

The purpose of the 2009 Incentive Plan is to promote the interests of the Company and its shareholders by (1) aiding the Company in attracting and retaining management personnel capable of providing strategic direction to, and assuring the future success of, the Company and (2) motivating such persons to put forth maximum efforts for the success of the Company's business. The 2009 Incentive Plan allows the Company to compensate such persons through various stockbased arrangements and provide them with opportunities for stock ownership in the Company, thereby aligning the interests of such persons with the Company's shareholders.

A total of 1,400,000 shares of the Company's common stock is authorized for the granting of Awards under the 2009 Incentive Plan. The number of shares available for Awards, as well as the terms of outstanding Awards, are subject to adjustment as provided in the 2009 Incentive Plan for stock splits, stock dividends, recapitalizations and other similar events.

Awards may be granted under the 2009 Incentive Plan until June 23, 2019 or until all shares available for Awards under the 2009 Incentive Plan have been purchased or acquired; provided, however, that incentive stock options may not be granted after May 7, 2019. The Board may from time to time amend, alter, suspend, discontinue or terminate the 2009 Incentive Plan, subject, in certain circumstances, to shareholder approval.

This summary of the 2009 Incentive Plan is qualified in its entirety by reference to the full text of the 2009 Incentive Plan, a copy of which was attached as Exhibit 4.5 to the Company's Registration Statement on Form S-8 filed with the Securities and Exchange Commission on June 24, 2009 and is incorporated herein by reference. A more detailed summary of the 2009 Incentive Plan can be found in the Company's Proxy Statement for the Annual Meeting filed with the Securities and Exchange Commission on May 12, 2009.

Item 8.01 Other Events.

Adoption of the Apogee Enterprises, Inc. 2009 Non-Employee Director Stock Incentive Plan

On June 24, 2009, at the Annual Meeting, the Company's shareholders adopted the Apogee Enterprises, Inc. 2009 Non-Employee Director Stock Incentive Plan (the "2009 Director Plan"), which previously had been approved by the Company's Board of Directors on May 7, 2009, subject to shareholder approval. The 2009 Director Plan permits grants of non-qualified stock options, stock appreciation rights, restricted stock, restricted stock units, dividend equivalents, stock awards and other stock-based awards (collectively, "Director Awards") to non-employee directors of the Company. The Company's Board of Directors and Nominating and Corporate Governance Committee have the authority to determine the type of Director Award as well as the amount, terms and conditions of each Director Award under the 2009 Director Plan, subject to the limitations and other provisions of the 2009 Director Plan.

The purpose of the 2009 Director Plan is to promote the interests of the Company and its shareholders by (1) aiding the Company in attracting and retaining non-employee directors capable of providing strategic direction to, and assuring the future success of, the Company and (2) motivating non-employee directors to put forth maximum efforts for the success of the Company's business. The 2009 Director Plan allows the Company to compensate non-employee directors through various stock-based arrangements and provide them with opportunities for stock ownership in the Company, thereby aligning the interests of non-employee directors with the Company's shareholders.

A total of 150,000 shares of the Company's common stock is authorized for the granting of Director Awards under the 2009 Director Plan. The number of shares available for Director Awards, as well as the terms of outstanding Director Awards, are subject to adjustment as provided in the 2009 Director Plan for stock splits, stock dividends, recapitalizations and other similar events.

Director Awards may be granted under the 2009 Director Plan until June 23, 2019 or until all shares available for Director Awards under the 2009 Director Plan have been purchased or acquired. The Board may from time to time amend, alter, suspend, discontinue or terminate the 2009 Director Plan, subject, in certain circumstances, to shareholder approval.

This summary of the 2009 Director Plan is qualified in its entirety by reference to the full text of the 2009 Director Plan, a copy of which was attached as Exhibit 4.6 to the Company's Registration Statement on Form S-8 filed with the Securities and Exchange Commission on June 24, 2009 and is incorporated herein by reference. A more detailed summary of the 2009 Director Plan can be found in the Company's Proxy Statement for the Annual Meeting filed with the Securities and Exchange Commission on May 12, 2009.

New Form of Restricted Stock Agreement

On June 18, 2009, the Company's Nominating and Corporate Governance Committee approved a new form of Restricted Stock Agreement for non-employee directors (the "Form Restricted Stock Agreement") under the 2009 Director Plan. A copy of the Form Restricted Stock Agreement is filed as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01	Financial Statements and Exhibits.
(d) Exhibits.	
10.1	Apogee Enterprises, Inc. 2009 Stock Incentive Plan (incorporated by reference to Exhibit 4.5 to Apogee's Registration Statement on Form S-8 filed on June 24, 2009).
10.2	Apogee Enterprises, Inc. 2009 Non-Employee Director Stock Incentive Plan (incorporated by reference to Exhibit 4.6 to Apogee's Registration Statement on Form S-8 filed on June 24, 2009).
10.3	Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2009 Non-Employee Director Stock Incentive Plan.*

^{*} 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 Corporate Secretary

Date: June 30, 2009

EXHIBIT INDEX

Exhibit <u>Number</u> 10.1	Description Apogee Enterprises, Inc. 2009 Stock Incentive Plan (incorporated by reference to Exhibit 4.5 to Apogee's Registration Statement on Form S-8 filed on June 24, 2009).
10.2	Apogee Enterprises, Inc. 2009 Non-Employee Director Stock Incentive Plan (incorporated by reference to Exhibit 4.6 to Apogee's Registration Statement on Form S-8 filed on June 24, 2009).
10.3	Form of Restricted Stock Agreement under the Apogee Enterprises, Inc. 2009 Non-Employee Director Stock Incentive Plan.*

^{*} Filed herewith



RESTRICTED STOCK AGREEMENT

GRANTED TO	GRANT DATE	NUMBER OF SHARES OF RESTRICTED STOCK	SOCIAL SECURITY NUMBER
[Name]			
[Street]	//20	[]	[SSN]
[City] [State] [Postal]			

- 1. **This Grant**. Apogee Enterprises, Inc., a Minnesota corporation (the "*Company*"), hereby grants to the non-employee director named above (the "*Director*"), as of the above grant date and on the terms and conditions set forth in this restricted stock agreement (the "*Agreement*") and in the Apogee Enterprises, Inc. 2009 Non-Employee Director Stock Incentive Plan, as amended from time to time (the "*Plan*"), the number of shares of restricted stock set forth above (the "*Shares*").
- 2. **Restricted Period**. The Shares are subject to restrictions contained in this Agreement and the Plan for a period (the "*Restricted Period*") commencing on the Grant Date and ending as to [] or, if earlier, upon (a) the Director's Retirement (as defined below), death or Disability (as defined below), as provided in paragraph 4 below or (b) a Change in Control (as defined in the Plan) of the Company, as provided in paragraph 4 below.
- 3. **Restrictions**. The shares shall be subject to the following restrictions during the Restricted Period:
 - The Shares shall be subject to forfeiture to the Company as provided in this Agreement and in the Plan.
 - The Director may not sell, transfer, pledge or otherwise encumber the Shares during the Restricted Period. Neither the right to receive the Shares nor any interest under the Plan may be transferred by the Director, and any attempted transfer shall be void.
 - The Company will issue the Shares in the Director's name, either by book-entry registration or issuance of a stock certificate or certificates, which certificate or certificates shall be held by the Company. The Shares shall be restricted from transfer and shall be subject to an appropriate stop-transfer order. If any certificate is issued, the certificate shall bear an appropriate legend referring to the restrictions applicable to the Shares. If any certificate is issued, the Director shall be required to execute and deliver to the Company a stock power relating to the Shares as a condition to the receipt of this award.
 - Any securities or property (other than cash) that may be issued with respect to the Shares as a result of any stock dividend, stock split, business combination or other event shall be subject to the restrictions and other terms and conditions contained in this Agreement.
 - The Director shall not be entitled to receive any Shares prior to the completion of any registration or qualification of the Shares under any federal or state law or governmental rule or regulation that the Company, in its sole discretion, determines to be necessary or advisable.
- 4. **Forfeiture; Lapse of Restrictions**. In the event the Director resigns, declines to stand for reelection or is removed as a director of the Company during the Restricted Period, the Shares held by the Director at such time shall be immediately and irrevocably forfeited. Notwithstanding the foregoing, in the event the Director's service on the Company's Board of Directors terminates during the Restricted Period by reason of the Director's Retirement, death or Disability, the restrictions with respect to all of the Shares held by the Director at such time shall lapse and the Shares shall vest as of the date of such termination of service. In the event of a Change in Control of the Company during the Restricted Period, the restrictions with respect to all of the Shares held by the Director at such time shall lapse and the Shares shall immediately vest.

For purposes of this Agreement, "Disability" shall mean the Director's inability to perform his or her duties due to physical or mental incapacity as determined by the Company's Nominating and Corporate Governance Committee in its sole discretion, and "Retirement" shall mean the Director's retirement under the Company's director retirement policy or under such other circumstances determined to constitute retirement by the Nominating and Corporate Governance Committee in its sole discretion.

- 5. **Rights as Shareholder**. Upon issuance of the Shares, the Director shall, subject to the restrictions of this Agreement and the Plan, have all of the rights of a shareholder with respect to the Shares, including the right to vote the Shares and receive any cash dividends and any other distributions thereon, unless and until the Director forfeits the Shares.
- 6. **Income Taxes**. The Director 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 Shares or the subsequent disposition of any of the Shares, and the Director acknowledges that he or she should consult with his or her own tax advisor regarding the applicable tax consequences.
- 7. **Acknowledgment**. This award of Shares shall not be effective until the Director dates and signs the form of Acknowledgment below and returns a signed copy of this Agreement to the Company. By signing the Acknowledgment, the Director 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.
DIRECTOR'S SIGNATURE	
DATE	
	Ву:
SOCIAL SECURITY NUMBER	[Name] [Title]