

**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): January 15, 2026

APOGEE ENTERPRISES, INC.

(Exact name of registrant as specified in its charter)

Minnesota (State or other jurisdiction of incorporation)	0-6365 (Commission File Number)	41-0919654 (I.R.S. Employer Identification No.)
(Address of principal executive offices)		(Zip Code)
4400 West 78th Street, Suite 520 (Address of principal executive offices)	Minneapolis Minnesota	55435 (Zip Code)

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

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))

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.33 1/3 Par Value	APOG	The Nasdaq Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (Section 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (Section 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 Arrangement of Certain Officers

(c)

On January 21, 2026, Apogee Enterprises, Inc., (the “Company”) announced that Mark R. Augdahl, 60, was promoted from interim Chief Financial Officer to the Company’s Executive Vice President and Chief Financial Officer effective January 19, 2026. Mr. Augdahl previously served as the Company’s Chief Accounting Officer.

In connection with Mr. Augdahl’s appointment as Executive Vice President and Chief Financial Officer, the Company and Mr. Augdahl entered into an Offer Letter dated January 15, 2026 (the “Offer Letter”). Pursuant to the terms of the Offer Letter, Mr. Augdahl is entitled to an initial annual base salary of \$550,000 per year.

The Offer Letter also provides for the grant to Mr. Augdahl of \$700,000 worth of restricted shares of the Company’s common stock based on the closing price of the Company’s stock on January 16, 2026. According to the Restricted Stock Award Agreement, such restricted shares will vest on a two-year vesting schedule. Assuming continued employment with the Company, 50% of the restricted shares will vest on the one-year anniversary of Mr. Augdahl’s appointment date of January 19, 2026, with the remaining 50% of restricted shares vesting on the two-year anniversary. Pursuant to the Offer Letter, if Mr. Augdahl’s employment is terminated due to retirement or involuntary termination without cause prior to one year of service, Mr. Augdahl will be eligible to receive 50% of the initial grant immediately and the remainder will be forfeited. Between one year and two years of service, if Mr. Augdahl’s employment is terminated due to retirement or involuntary termination, Mr. Augdahl will be eligible to receive the remainder of the award immediately.

The Offer Letter also provides for a sign-on incentive of \$50,000 payable on the first practical pay period after Mr. Augdahl’s start date.

As an executive officer of the Company, Mr. Augdahl will participate in the Company’s Annual Short-Term Incentive Plan (“AIP”) for fiscal year 2027, which offers a target cash incentive of 75% of Mr. Augdahl’s base salary (with a payout range of 0% - 150% of such target), subject to achievement of certain financial performance metrics established by the Board.

Mr. Augdahl will also participate in the Company’s Long-Term Incentive Plan (“LTIP”) for fiscal 2027, which consists of two types of awards: (i) a three-year performance award covering fiscal year 2027 through fiscal year 2029 that is subject to the achievement of certain financial performance metrics to be determined by the Compensation Committee in the normal course at the beginning of fiscal 2027, valued at 75% of Mr. Augdahl’s base salary, granted every year and settled following the end of each three-year performance period, and (ii) an annual grant of restricted shares of the Company’s common stock targeted at 75% of Mr. Augdahl’s base salary based on the closing price of the Company’s common stock on the grant date, which will vest in one-third increments on April 30th of each of the first three-calendar years following the grant date.

The LTIP awards will be granted to Mr. Augdahl pursuant to, and subject to, the terms of the Company’s 2019 Stock Incentive Plan and the customary forms of Performance Award Agreement and Restricted Stock Award Agreement.

Mr. Augdahl will also receive certain customary benefits available to, and on the terms generally applicable to, the Company’s executive officers.

Mr. Augdahl, 60, in addition to serving as the Company’s Chief Accounting Officer since 2023, has served in various finance leadership roles at the Company and its subsidiaries for the past 25 years, including as interim Chief Financial Officer. Mr. Augdahl has no family relationship with any director or other officer of the Company.

The foregoing description of the Offer Letter and Form of Restricted Stock Award Agreement are summaries and qualified in their entirety by reference to Exhibits 10.1 and 10.2 to this Current Report on Form 8-K, which are incorporated herein by reference.

A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

CEO Performance Bonus

On November 5, 2025, the Company disclosed the terms of an Offer Letter provided to Donald A. Nolan, the Company’s Chief Executive Officer, including a short-term incentive bonus, with a target amount equal to 100% of his base salary actually paid to Mr. Nolan during the Term (as defined in Exhibit 10.2 to the Current Report on Form 8-K filed on November

5, 2025, and incorporated herein by reference) (the "Performance Bonus"). The actual award is subject to Board or the Compensation Committee of the Board discretion, to be exercised depending on Mr. Nolan's achievement of certain performance goals and business objectives ("CEO Performance Goals"), to be approved by the Board in the fourth quarter of fiscal 2026 and paid upon the expiration of the Term. On January 15, 2026, the Board approved Mr. Nolan's CEO Performance Goals, which are based on strategic and financial targets, customer focus, filling of key positions, and to drive alignment, efficiency and cost savings.

There is no threshold performance level for the Performance Bonus. The Committee may determine, in its sole discretion, to reduce the award or that no award should be made.

Item 7.01 **Regulation FD Disclosure**

A copy of the Company's press release announcing the appointment of Mark R. Augdahl as the Chief Financial Officer has been furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in the press release is being furnished, not filed, pursuant to Item 7.01. Accordingly, the information in the press release will not be incorporated by reference into any registration statement filed by the Company under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are furnished herewith:

10.1	Offer Letter Agreement dated January 15, 2026, between Apogee Enterprises, Inc. and Mark Richard Augdahl*
10.2	Form of Restricted Stock Award Agreement*
10.3	Offer Letter effective October 31, 2025 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on November 5, 2025)
99.1	Press release dated January 21, 2026
104	Cover Page interactive Data file (embedded within the Inline XBRL document).

* 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/ Meghan M. Elliott
Meghan M. Elliott
Executive Vice President Chief
Legal Officer and Secretary

Date: January 22, 2026



Donald A. Nolan
Executive Chair and
Chief Executive Officer

January 15, 2026

Mark R. Augdahl
21315 Whisperer Way
Prior Lake, MN 55372

Mark,

On behalf of Apogee Enterprises, Inc., I would like to offer you the position of Executive Vice President, Chief Financial Officer responsible for building and executing an overall business strategy in collaboration with me and all other senior executives at Apogee. As you know, this leadership position is a key member of the Executive Team and will also be one of our five named executive officers of the company reporting directly to Apogee's CEO as a Section 16 Officer. The anticipated start date is January 19, 2026.

The following are the details of your offer:

Base Salary. The monthly salary offered with this exempt position is \$45,833.33 (\$550,000/year).

Annual Short-Term Incentive Plan (AIP). The target cash incentive for your role is 75% of your base salary with a range of 0% to 200% of the target, subject to the Company's financial performance. Financial metrics and targets are established by the Board of Directors each year and generally include earnings before interest, taxes, depreciation and amortization; and net sales. This AIP will begin in Fiscal 2027.

Long-Term Incentive Plan (LTIP). The annualized target for your role is 150% of your base salary, broken down as follows:

- A three-year performance award at 75% of base salary granted every year that will 100% cliff vest following the end of each three-year performance period. You will receive your first performance award grant for this new position in April or May of 2026.
- An annual grant of restricted stock with a target value of 75% of base salary and will vest one-third on the later of April 30th or the grant date of each of the first three calendar years following the grant date. You will receive your first restricted stock grant for this new position in April or May of 2026.

Sign-on Incentive. Included with this offer is a sign-on incentive of \$50,000 payable on the first practical pay period after your start date.

Initial Restricted Stock Grant. Included with this offer is a grant of \$700,000 worth of restricted shares of Apogee stock based on the closing price of Apogee stock on the later of your start date or the date the award is approved by the Compensation Committee, whichever occurs later. Fifty percent (50%) of this grant will vest twelve months after your start date, and the remaining fifty percent (50%) will vest twenty-four months after your start date. If you leave employment due to termination for cause, the unvested shares will be forfeited. If you leave due to retirement or involuntary termination without cause:

- Prior to one year of service, you will be eligible to receive 50% of this grant immediately. The remainder will be forfeited.

- Between one year and two years of service, you will be eligible to receive the remaining 50% of this award immediately.

Change in Control Agreement. In addition, I will recommend that the Compensation Committee execute a new Change in Control severance agreement (CIC) on your behalf to become effective in April of 2026. This agreement will have a “double trigger” and will have the same terms as described for other senior level executives. The CIC agreement calls for severance of 2X base pay and target AIP.

Separation from Service Severance. In the event of involuntary termination without cause, you will receive twelve months of base salary and twelve months of medical and dental benefits at employee rates. The Compensation Committee may also choose for the vesting of all outstanding awards to be accelerated in whole or in part.

Additional Benefits. Also included with this offer:

- Apogee medical, dental, life, disability and long-term care insurance
- Apogee 401(k) retirement plan
- Executive deferred compensation program
- Employee stock purchase plan
- Flexible spending plan
- Executive paid time off program
- Annual executive physical of up to \$3,000/year
- Annual financial planning benefit of up to \$2,000/year

Please note that as a member of the Executive Team, your base salary, annual short-term incentive, long-term incentive, and all other compensation will be subject to the approval of our Compensation Committee each year going forward.

You will be subject to the Company’s stock ownership guidelines, which require ownership of Apogee common stock in an amount having a market value of three times your annual base salary to be achieved within five years of your promotion date.

Mark, the purpose, and scope of this position is to provide broad business leadership to our business segments and enterprise, as well as executive leadership as a member of my staff. Apogee is positioned to make significant positive changes for all our stakeholders. Your responsibility in this role will be to effectively lead and develop our business, beyond just the finance team, and aid me in living and delivering the vision, mission and values of Apogee daily.

I would like you to consider our offer and respond to me by Sunday, January 18, 2026, with your decision. I look forward to your reply, as we are excited about you working directly with executive leadership. Please call me at (412) 916-8417 should you have additional questions.

Sincerely,

/s/Donald A. Nolan

Donald A. Nolan

Executive Chair and Chief Executive Officer

Offer Accepted:

/s/Mark R. Augdahl
Mark R. Augdahl

January 15, 2026
Date



RESTRICTED STOCK AGREEMENT

GRANTED TO	GRANT DATE	NUMBER OF SHARES OF RESTRICTED STOCK	EMPLOYEE ID

1. **This Grant.** Apogee Enterprises, Inc., a Minnesota corporation (the "Company"), hereby grants to the individual named above (the "Employee"), as of the above grant date and subject to the terms and conditions set forth in this restricted stock agreement (this "Agreement") and in the Apogee Enterprises, Inc. 2019 Stock Incentive Plan, as amended from time to time (the "Plan"), the number of shares of restricted stock set forth above (the "Shares of Restricted Stock"). Capitalized terms used in this Agreement which are not defined herein shall have the meanings given to such terms in the Plan.
2. **Vesting and Forfeiture.** Except as provided below, the Shares of Restricted Stock shall vest as follows:

Termination of Employment. Upon the Employee's Termination of Employment, any remaining unvested Shares of Restricted Stock shall cease vesting immediately, and shall be irrevocably forfeited on the 30th day following the Employee's Termination of Employment, unless vesting is accelerated as provided below.

Retirement or Involuntary Termination Without Cause. In the event the Employee incurs an involuntary Termination of Employment by the Company without Cause, or a voluntary Termination of Employment by reason of the Employee's Retirement prior to one year following the Grant Date, the Employee will be eligible to receive fifty percent (50%) of the Shares of Restricted Stock immediately. The remainder Shares of Restricted Stock shall be irrevocably forfeited. In the event the Employee incurs an involuntary Termination of Employment by the Company without Cause, or a voluntary Termination of Employment by reason of the Employee's Retirement between one year following the Grant Date and two years following the Grant Date, the Employee will be eligible to receive the remaining fifty percent (50%) of the Shares of Restricted Stock immediately.

Disability or Death. In the event the Employee incurs a Termination of Employment by reason of the Employee's Disability or death, any remaining unvested Shares of Restricted Stock shall vest as of the date of such Disability or death.

Change in Control. In the event of a Change in Control of the Company and the Employee simultaneously or subsequently incurs a Termination of Employment by the Company without Cause, or by the Employee for Good Reason, any remaining unvested Shares of Restricted Stock shall vest as of the date of such Termination of Employment.

The terms "Cause," "Good Reason," and "Termination of Employment" are defined in the attached Exhibit A.

3. **Recoupment.** In the event the Employee has received and signed the Company's Clawback Policy, the Employee acknowledges, understands and agrees that, notwithstanding anything to the contrary contained herein, any Shares of Restricted Stock to which the Employee has been granted are subject to forfeiture or recoupment, in whole or in part, at the direction of the Company's Board of Directors (the "Board") if, in the judgment of the Board, events have occurred that are covered by the Company's Clawback Policy (as it exists on the date hereof, and as it may be amended from time to time by the Board, the "Clawback Policy") and the Board further determines, in its sole discretion, that forfeiture or recoupment of all or part of the Shares of Restricted Stock is appropriate under all of the circumstances considered by the Board. A copy of Clawback Policy may be obtained from the General Counsel upon the Employee's request.

4. **Rights as Shareholder and Restrictions During the Vesting Period.** Except as provided below, upon issuance of the Shares of Restricted Stock and prior to vesting, the Employee shall have all of the rights of a shareholder with respect to the Shares of Restricted Stock, including the right to vote the Shares of Restricted Stock, unless and until the Employee forfeits the Shares of Restricted Stock as provided in Section 2. Notwithstanding the foregoing, during the vesting period, the Shares of Restricted Stock shall be subject to the following restrictions:
- The Company will issue the Shares of Restricted Stock in the Employee’s name and may, at its option, issue the Shares of Restricted Stock by book-entry registration or issuance of a stock certificate or certificates, which certificate or certificates shall be held by the Company. The Shares of Restricted Stock 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 of Restricted Stock. If any certificate is issued, the Employee shall be required to execute and deliver to the Company a stock power relating to the Shares of Restricted Stock as a condition to the receipt of this award.
 - Until the Shares of Restricted Stock vest as provided in Section 2, the Employee may not sell, transfer, pledge or otherwise encumber unvested Shares of Restricted Stock. Neither the right to receive the Shares of Restricted Stock nor any interest under the Plan may be transferred by the Employee, and any attempted transfer shall be void.
 - The Employee shall accumulate an unvested right to dividend amounts on the Shares of Restricted Stock if cash dividends are declared on the shares on or after the Grant Date. Each time a dividend is paid on Shares, the Employee shall accrue an amount equal to the amount of the dividend payable on the Employee’s Restricted Stock on the dividend record date. The accrued amounts shall be subject to the same vesting, forfeiture and share delivery terms in Sections 2 and 3 herein as if they had been awarded on the Grant Date. The Employee shall not be entitled to amounts with respect to dividends declared prior to the Grant Date. All dividend amounts accumulated with respect to forfeited Restricted Stock shall also be irrevocably forfeited.
 - Any securities or property (other than cash) that may be issued with respect to the Shares of Restricted Stock 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 Employee shall not be entitled to receive any Shares of Restricted Stock prior to the completion of any registration or qualification of the Shares of Restricted Stock under any federal or state law or governmental rule or regulation that the Company, in its sole discretion, determines to be necessary or advisable. In addition, all Shares of Restricted Stock issued hereunder remain subject to all other restrictions provided in the Plan.
5. **Income Taxes.** The Employee is liable for any federal, state and local income or other taxes (“Tax-Related Items”) upon the receipt of the Shares of Restricted Stock, the lapse of restrictions relating to the Shares of Restricted Stock or the subsequent disposition of any of the Shares of Restricted Stock, and the Employee acknowledges that he or she should consult with his or her own tax advisor regarding the applicable tax consequences. Upon vesting of the Shares of Restricted Stock, the Employee shall promptly pay to the Company in cash, and/or the Company may withhold from the Employee’s compensation, all applicable taxes required by the Company to be withheld or collected upon such vesting. Absent a timely election of a withholding method, all withholding shall be accomplished by withholding of Shares that would otherwise be released upon vesting having a Fair Market Value equal to the required withholding amounts for Tax-Related Items.
6. **Effectiveness; Acknowledgment.** This grant of Shares of Restricted Stock shall not be effective unless and until the Employee signs the form of Acknowledgment below through DocuSign or such other electronic means prescribed by 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

By: _____
[Name]
[Title]

DATE

DATE

DEFINED TERMS USED IN THE
RESTRICTED STOCK AGREEMENT

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

“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 or any such actual or anticipated failure resulting from the Employee’s termination for Good Reason),
- (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.

“Good Reason” shall mean the occurrence of any of the following events, in each case, after the Employee has provided written notice to the Company within 30 days of the occurrence of such event and the Company has failed to cure, to the Employee’s reasonable satisfaction, the cause of such event within 30 days after the date of such written notice (and the Employee terminates employment within 30 days of the expiration of such cure period), except for the occurrence of such an event in connection with the termination or reassignment of the Employee’s employment by the Company (or any Affiliate then employing the Employee) for Cause, for Disability or for death:

- (i) the assignment to the Employee of employment duties or responsibilities which are not at least of materially comparable responsibility and status as the employment duties and responsibilities held by the Employee immediately prior to a Change in Control, or any removal of the Employee from or any failure to reelect or reappoint the Employee to any positions held by the Employee immediately prior to a Change in Control, except in connection with the termination of his or her employment for Disability, Retirement or Cause, or as a result of the Employee’s death, or by the Employee other than for Good Reason;
- (ii) a material reduction by the Company (or any Affiliate then employing the Employee) in the Employee’s base salary as in effect immediately prior to a Change in Control or as the same may be increased from time to time during the term of this Agreement; or
- (iii) the Company’s (or any Affiliate then employing the Employee) requiring the Employee to be based anywhere other than within 50 miles of the Employee’s office location immediately prior to a Change in Control, except for requirements of temporary travel on the Company’s business to an extent substantially consistent with the Employee’s business travel obligations immediately prior to a Change in Control.

“Termination of Employment” shall mean the Employee’s termination of employment with the Company and all Affiliates. For avoidance of doubt, if the Employee is employed by an Affiliate that is sold or otherwise ceases to be an Affiliate of the Company, the Employee shall incur a Termination of Employment.



Press Release

FOR RELEASE: January 21, 2026

Apogee Enterprises Names Mark Augdahl Chief Financial Officer

MINNEAPOLIS, MN, January 21, 2026 – Apogee Enterprises, Inc. (Nasdaq: APOG) announced today that Mark Augdahl has been appointed Executive Vice President and Chief Financial Officer, effective immediately. Mr. Augdahl has served as the Company's Interim CFO since January 7, 2026.

"Mark has been an invaluable leader within Apogee for many years, and we are pleased to appoint him as our Executive Vice President and Chief Financial Officer," said Donald Nolan, Chief Executive Officer. "His deep financial expertise, steady leadership, and strong understanding of our business will be instrumental as we continue to execute our strategy and drive long-term value for our customers, employees, and shareholders."

Mr. Augdahl, who joined the Company in 2000, brings nearly four decades of financial leadership experience. Before being appointed Interim Chief Financial Officer, he served as Chief Accounting Officer and has held several key finance leadership roles throughout his tenure with the Company.

About Apogee Enterprises, Inc.

Apogee Enterprises, Inc. (Nasdaq: APOG) is a leading provider of architectural building products and services, as well as high-performance coated materials used in a variety of applications. For more information, visit www.apog.com.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. The words "believe," "expect," "anticipate," "intend," "estimate," "forecast," "project," "should" and similar expressions are intended to identify "forward-looking statements." These statements reflect Apogee management's expectations or beliefs as of the date of this release. The company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. These forward-looking statements are subject to significant risks that could cause actual results to differ materially from the expectations reflected in the forward-looking statements. More information concerning potential factors that could affect future financial results is included in the Company's

Apogee Enterprises, Inc.
Page 2

Annual Report on Form 10-K for the fiscal year ended March 1, 2025, and in subsequent filings with the U.S. Securities and Exchange Commission.

Contact:

Jeremy Steffan
Vice President, Investor Relations & Communications
952.346.3502
ir@apog.com

