

**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): December 1, 2012

ORION ENERGY SYSTEMS, INC.

(Exact name of registrant as specified in its charter)

Wisconsin
(State or other jurisdiction
of incorporation)

01-33887
(Commission
File Number)

39-1847269
(IRS Employer
Identification No.)

2210 Woodland Drive, Manitowoc, Wisconsin
(Address of principal executive offices, including zip code)

(920) 892-9340
(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(e). Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective December 1, 2012, Orion Energy Systems, Inc. (the “Company”) entered into amendments (collectively, the “Amendments”) to the Executive Employment and Severance Agreements (collectively, the “Agreements”) between the Company and each of John H. Scribante, the Company’s Chief Executive Officer, Michael J. Potts, the Company’s President and Chief Operating Officer, and Scott R. Jensen, the Company’s Chief Financial Officer, Chief Accounting Officer and Treasurer. The Amendments modify the definition of “Good Reason” set forth in the respective Agreements to include the Company’s employment of Neal R. Verfuwerth as a senior executive officer of the Company and, with respect to Mr. Potts’, to increase his salary from \$280,000 to \$285,000. Except as expressly modified by the Amendments, the Agreements each continue in effect in accordance with their respective terms.

A copy of the Amendments are attached hereto as Exhibits 10.15, 10.16 and 10.17, respectively, and are incorporated by reference herein.

Item 9.01(d). Financial Statements and Exhibits.

- Exhibit 10.15 Letter Agreement effective December 1, 2012 between the Company and John H. Scribante
- Exhibit 10.16 Letter Agreement effective December 1, 2012 between the Company and Michael J. Potts
- Exhibit 10.17 Letter Agreement effective December 1, 2012 between the Company and Scott R. Jensen

SIGNATURES

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.

ORION ENERGY SYSTEMS, INC.

Date: December 6, 2012

By: /s/ Scott R. Jensen

Scott R. Jensen
Chief Financial Officer



2210 WOODLAND DRIVE
MANITOWOC, WI 54220

John H. Scribante
c/o Orion Energy Systems, Inc.
2210 Woodland Drive
Manitowoc, WI 54220

Dear John:

As a follow-up to our previous conversation, we have mutually agreed to modify your executive employment and severance agreement, dated September 27, 2012 ("Employment Agreement") by amending and restating the definition of "Good Reason" set forth in Section 2(k) of the Employment Agreement as follows:

"(k) "Good Reason" shall mean the occurrence of any of the following without the consent of Executive: (i) a material diminution in the Executive's Base Salary; (ii) a material diminution in the Executive's authority, duties or responsibilities; (iii) a material change in the geographic location at which the Executive must perform services; (iv) a material breach by Orion of any provisions of this Agreement or any option agreement with the Company to which the Executive is a party; or (v) the Company's employment of Neal R. Verfueth as a senior executive officer of the Company."

Please acknowledge your understanding and acceptance of this letter amending your Employment Agreement by signing and returning this letter. Except as otherwise specified in this letter, your existing Employment Agreement is not affected by this letter and by signing this letter you agree that your Employment Agreement, as modified hereby, will continue in full force and effect, and that all terms and conditions of your Employment Agreement have been fully complied with and that you do not have any outstanding claims thereunder.

Best regards,

ORION ENERGY SYSTEMS, INC.

Accepted and Agreed:

By: _____
James R. Kackley
Chairman of the Board

John H. Scribante
Effective Date: December 1, 2012



2210 WOODLAND DRIVE
MANITOWOC, WI 54220

Michael J. Potts
c/o Orion Energy Systems, Inc.
2210 Woodland Drive
Manitowoc, WI 54220

Dear Mike:

As a follow-up to our previous conversation, we have mutually agreed to (i) increase your current annual base salary from \$280,000 to \$285,000 per year and (ii) extend the term of your Employment Agreement (as defined below) through September 30, 2014 in consideration of your agreement to waive any prior or currently existing "Good Reason" termination rights you may have had or currently have under your executive employment and severance agreement, dated February 21, 2008 ("Employment Agreement") and to modify your Employment Agreement by amending and restating the definition of "Good Reason" set forth in Section 2(k) of your Employment Agreement as follows:

"(k) "Good Reason" shall mean the occurrence of any of the following without the consent of Executive: (i) a material diminution in the Executive's Base Salary; (ii) a material diminution in the Executive's authority, duties or responsibilities; (iii) a material change in the geographic location at which the Executive must perform services; (iv) a material breach by Orion of any provisions of this Agreement or any option agreement with the Company to which the Executive is a party; or (v) the Company's employment of Neal R. Verfuherth as a senior executive officer of the Company."

Please acknowledge your understanding and acceptance of this letter waiving any prior or currently existing "Good Reason" termination rights under your Employment Agreement and amending your Employment Agreement by signing and returning this letter. Except as otherwise specified in this letter, your existing Employment Agreement is not affected by this letter and by signing this letter you agree that your Employment Agreement, as modified hereby, will continue in full force and effect, that no event described in the definition of "Good Reason" in your Employment Agreement has occurred and that all terms and conditions of your Employment Agreement have been fully complied with and that you do not have any outstanding claims thereunder. This letter also entirely supercedes and replaces your prior letter agreement dated November 9, 2012 which purported to amend your Employment Agreement.

Best regards,

ORION ENERGY SYSTEMS, INC.

Accepted and Agreed:

By: _____
John H. Scribante
Chief Executive Officer

Michael J. Potts
Effective Date: December 1, 2012



2210 WOODLAND DRIVE
MANITOWOC, WI 54220

Scott Jensen
c/o Orion Energy Systems, Inc.
2210 Woodland Drive
Manitowoc, WI 54220

Dear Scott:

As a follow-up to our previous conversation, we have mutually agreed to modify your executive employment and severance agreement, dated November 9, 2012 ("Employment Agreement") by amending and restating the definition of "Good Reason" set forth in Section 2(k) of your Employment Agreement as follows:

"(i) "Good Reason" shall mean the occurrence of any of the following without the consent of Executive: (i) a material diminution in the Executive's Base Salary; (ii) a material change in the geographic location at which the Executive must perform services; (iii) a material breach by Orion of any provisions of this Agreement or any option agreement with the Company to which the Executive is a party; or (iv) the Company's employment of Neal R. Verfuert as a senior executive officer of the Company."

Please acknowledge your understanding and acceptance of this letter amending your Employment Agreement by signing and returning this letter. Except as otherwise specified in this letter, your existing Employment Agreement is not affected by this letter and by signing this letter you agree that your Employment Agreement, as modified hereby, will continue in full force and effect, and that all terms and conditions of your Employment Agreement have been fully complied with and that you do not have any outstanding claims thereunder.

Best regards,

ORION ENERGY SYSTEMS, INC.

Accepted and Agreed:

By: _____
John H. Scribante
Chief Executive Officer

Scott Jensen
Effective Date: December 1, 2012