
**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): November 12, 2016

ADTRAN, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

0-24612
(Commission file number)

63-0918200
(I.R.S. Employer
Identification Number)

901 Explorer Boulevard, Huntsville, Alabama 35806-2807
(Address of principal executive offices, including zip code)

(256) 963-8000
(Registrant's telephone number, including area code)

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 (*see* General Instruction A.2. below):

- 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) On November 12, 2016, the Compensation Committee of the Board of Directors (the “Compensation Committee”) of ADTRAN, Inc. (the “Company”) made grants of restricted stock units under the ADTRAN, Inc. 2015 Employee Stock Incentive Plan (the “Incentive Plan”) to the named executive officers of the Company in the amounts set forth below:

<u>Name</u>	<u>Restricted Stock Units</u>
Thomas R. Stanton	29,071
Roger D. Shannon	7,421
Raymond Schansman	6,408
James D. Wilson, Jr.	6,463
Michael Foliano	5,095

Each participant’s grant of restricted stock units is subject to the terms of a Restricted Stock Unit Agreement in the form attached hereto as Exhibit 10.1, which is incorporated herein by reference. In accordance with the Restricted Stock Unit Agreements, the restricted stock units vest with respect to 25% of the award on each of the first four anniversaries of the grant date and any unvested portion of the award shall be forfeited in the event the participant incurs a separation from service from the Company for any reason. The shares of common stock underlying vested restricted stock units will be issued to the participant as soon as administratively practicable following the applicable vesting date.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Form of Restricted Stock Unit Agreement

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on November 16, 2016.

ADTRAN, Inc.
(Registrant)

By : /s/ Roger D. Shannon
Roger D. Shannon
Senior Vice President of Finance,
Chief Financial Officer,
Corporate Secretary and Treasurer
(Principal Accounting Officer)

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Form of Restricted Stock Unit Agreement

ADTRAN, INC.
RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (this “Agreement”) sets forth the specified terms of ADTRAN, Inc.’s grant of the number of Restricted Stock Units (“RSU”) as it set forth in the Morgan Stanley StockPlan Connect (the “Portal”) to the applicable grantee named in the Portal (the “Participant”) pursuant to the ADTRAN, Inc. 2015 Employee Stock Incentive Plan (the “Plan”) as of the date of grant set forth in the Portal. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

Vesting and Delivery of Common Stock: Each RSU shall become vested and nonforfeitable according to the following schedule, measured from the date of grant:

Anniversary of the date of grant:	Vested percentage:
One-year anniversary	25%
Two-year anniversary	25%
Three-year anniversary	25%
Four-year anniversary	25%

Under the above schedule, before the one-year anniversary, no part of the award is vested or nonforfeitable.

One share of the Company’s Common Stock shall be issued to the Participant for every RSU that becomes vested pursuant to the schedule above. The Company will issue shares of Common Stock to the Participant as soon as administratively practicable following the date the applicable portion of the RSUs have become vested; provided, however, if any law or regulation requires the Company to take any action (including, but not limited to, the filing of a registration statement under the 1933 Act and causing such registration statement to become effective) with respect to such shares of Common Stock before the issuance thereof, then the date of delivery of the shares shall be extended for the period necessary to take such action, to the maximum extent permitted by Section 409A of the Code. The unvested portion of the RSUs shall be forfeited in the event the Participant incurs a Separation from Service for any reason.

Designation of Beneficiary: The Participant hereby designates the following individual as the beneficiary of this Agreement:

Participant Name: _____

Beneficiary Name: _____

Address: _____

Relationship: _____

To complete this beneficiary designation, this agreement should be printed out, the information above should then be completed, and the Agreement should then be forwarded to Brandon Dang via interoffice mail or sent to BRANDON.DANG@adtran.com. The Participant may modify this designation of beneficiary only in accordance with the terms and provisions of the Plan. If no beneficiary is designated, then except as may be provided in the Plan, any benefits due hereunder following the death of the Participant will be paid to the Participant’s estate.

The RSUs granted above are subject to all restrictions, terms and conditions set forth in the ADTRAN, Inc. 2015 Employee Stock Incentive Plan. In the event of any inconsistency between this Agreement and the Plan, the provisions of the Plan shall govern. The Participant has received a copy of the Plan's prospectus, including a copy of the Plan. The Participant agrees to the terms of this Agreement, which may be amended only upon a written agreement signed by the parties hereto or as otherwise permitted by the Plan.

If there are any questions regarding the RSUs, please refer to the Plan or contact Brandon Dang 256-963-8007.

ADTRAN, INC.

/s/ Thomas R. Stanton

Thomas R. Stanton

Title: Chief Executive Officer