

**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: January 21, 2010
(Date of earliest event reported)

Asure Software, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-20008
(Commission File Number)

74-2415696
(IRS Employer
Identification Number)

110 Wild Basin Rd
(Address of principal executive offices)

78746
(Zip Code)

512-437-2700
(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))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers

On January 21, 2010, Asure Software, Inc. (the "Company") entered into a compensatory agreement with Michael Galyen, Vice President of Product, Technology and Services. The agreement is for a period of two years, ending on January 1, 2012. Mr. Galyen's annual base salary is \$200,000 per year, effective January 1, 2010. Mr. Galyen is also entitled to participate in a bonus program for which all Company employees are eligible. In addition, in the event of a change of control of the Company during the term of his agreement, Mr. Galyen is entitled to receive his normal salary until the end of the term, prorated on a 30 day month basis; provided that Mr. Galyen will not receive such change of control amount should he be terminated for "due cause." Due cause is defined in the agreement as including, among other things, the continued failure of Mr. Galyen to perform his duties, the knowing engagement by Mr. Galyen in conduct injurious to the Company, or the conviction of a felony or crime of moral turpitude.

Additionally, Mr. Galyen was also granted an option to purchase 10,000 shares of the Company's common stock on December 30, 2009 with an exercise price equal to \$2.52, the fair market value on the date of the grant. 0% percent of the shares underlying the option are fully vested as of the date of the Employment Agreement, and one third of shares of common stock vest every 12 months thereafter.

As previously disclosed on a Current Report on Form 8-K filed with the Securities and Exchange Commission on September 28, 2009, the Company entered into an employment agreement with Mr. Patrick Goepel, the Company's Chief Executive Officer. On January 12, 2011, the Compensation Committee of the Company approved an adjustment to the Company's existing compensation arrangement with Mr. Goepel. Mr. Goepel's annual base salary was increased from \$125,000 per year to \$200,000 year, effective January 1, 2011. The Company expects to enter into a written compensation agreement with Mr. Goepel encompassing this salary adjustment, among other things. As of the date hereof, no such written agreement has been entered into or agreed upon, and no assurance can be made that such agreement will ever be entered into.

Item 9.01. Financial Statements and Exhibits

(a) Financial statements:

None

(b) Pro forma financial information:

None

(c) Shell company transactions:

None

(d) Exhibits:

10.1 Employment Agreement between the Company and Michael Galyen, dated as of January 21, 2010.

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.

ASURE SOFTWARE, INC.

Dated: March 31, 2011

By: /s/ David Scoglio

David Scoglio
Chief Financial Officer

Exhibit Index

Exhibit No.

Description

10.1

[Employment Agreement between the Company and Michael Galven, dated as of January 21, 2010.](#)

Exhibit 10.1



January 21, 2010

Mike Galyen
12816 Noyes Lane
Austin, TX 78732
512.632.6347
mgalyen@gmail.com

Dear Mike:

I am pleased to offer you a position as the Vice President of Products, Technology & Services for Asure Software, reporting to Pat Goepel, Chief Executive Offer. Your position with Asure Software will begin on Friday January 1, 2010.

Your salary will be \$8,333.33 paid semi-monthly which is equal to \$200,000.00 a year. In addition to your salary, effective January 1, 2010, Asure Software is implementing a bonus program on Net Income. The program will distribute 30% of Net Income, by year end, ratably across all employees based on a weighted average annual base salary. Details of the program will be announced January 1, 2010 and will include bonus opportunity specifics for each employee. At \$1M in net income, the program is designed to approximate a 10% bonus opportunity on base salary.

In addition to your salary and bonus structure, you are eligible for company stock which has been approved by the Asure Software Board of Directors. This has been presented to you under separate cover.

If during the term of this agreement there is a Change in Control of Asure Software (as hereinafter defined) from January 1, 2010 through January 1, 2012 (24 months) and your employment is terminated for any reason other than for Due Cause, then you shall be entitled to payment of \$8,333.33 paid semi-monthly between the date of the termination and January 1, 2012 (the "Change in Control Payment"). Any partial month shall be pro rated based on a thirty (30) day month. A "Change in Control of Asure Software" for purposes of this agreement, shall be deemed to have taken place if (i) any person or group of persons not employed by Asure Software for a period of at least twelve (12) months becomes the beneficial owner of fifty-one percent (51%) or more of the total number of voting shares of Asure Software; (ii) all of the assets of Asure Software are sold in any one transaction or a series of transactions, the result of which is the sale of fifty-one percent (51%) of the assets of Asure Software; (iii) Asure Software is merged or consolidated with another entity unless Asure Software is the surviving corporation; or (iv) as a result of, or in connection with, any cash tender or exchange offer, merger, acquisition of assets or stock, or other business combination or sale of assets, or any combination of the foregoing transactions, new persons become directors of Asure Software and constitute a majority of the Board of Directors of Asure Software. For purposes of this section, a "person" includes an individual, corporation, partnership, trust or group acting in concert.

Asure Software may terminate your employment under this agreement for Due Cause (as defined herein). If Asure Software terminates your employment for Due Cause, then in such case you shall be entitled to payment of this accrued and unpaid compensation to the date of such termination, and neither Asure Software nor you shall have any further obligation to the other under this agreement or otherwise, including Asure Software's obligation to pay the Change in Control Payment. As used in this agreement, the term "Due Cause" shall mean: (i) the continued failure by you to substantially perform your duties hereunder or to comply with Asure Software policies, other than by reason of disability; (ii) the knowing engagement by you in conduct injurious to Asure Software, (iii) conviction of committing a felony or a crime involving moral turpitude; (iv) habitual alcohol or controlled substance abuse; or (v) sexual or other harassment by you. In the event of any act or event which Asure Software believes constitutes Due Cause under this agreement, you shall be given written notice that it intends to terminate your employment for Due Cause, which written notice shall specify the act or event upon the basis of which Asure Software intends so to terminate your employment. You agree that the Company does not have to provide a cure period for such acts or events prior to terminating you.

AUSTIN: 108 Wild Basin Rd I Suite 300 I Austin, TX I 78746 IP: 512.437.2700 IF: 512.437.2365

SEEKONK: 699 Fall River Ave. I Seekonk, MA I 02771

MUMBAI: Plot No 369, Old UTI Bldg., Opp UTTAM Da-Dhaba, Marol Maroshi B, Andheri (East) Mumbai, 400093



The current payroll dates are on the 15th and last day of each month. Asure Software also provides a competitive benefits package including: paid holidays and vacation, 401K savings plan, comprehensive medical and dental insurance, disability and life insurance which is effective January 1, 2010.

This offer is contingent upon your return of the signed copy of your offer letter and a signed copy of the Non Disclosure Agreement to Asure Software no later than Sunday January 31, 2010. To indicate your acceptance of the above-cited offer, please sign this offer letter and return it with your start date indicated.

Sincerely,

/s/ LISA M FLYNN

Lisa M Flynn
Office Manager

Enclosure

Date : January 29, 2010

Start Date: January 1, 2010

Acceptance : /s/ MICHAEL GALYEN

822264

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