
**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: August 20, 2009
(Date of earliest event reported)

Forgent Networks, Inc.

(Exact name of registrant as specified in its charter)

TX
(State or other jurisdiction
of incorporation)

0-20008
(Commission
File Number)

74-2415696
(IRS Employer
Identification Number)

108 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; Compensatory Arrangements of Certain Officers.

Nancy L. Harris Retention Agreement

On August 20, 2009, Forgent Networks, Inc. (the "Company") entered into a Retention Agreement with Nancy L. Harris, the Company's CEO and President. The Company believes that in light of potential changes to the Company's Executive Management and/or Board of Directors, it is critical for the Company and in the best interest of the Company's stockholders for Ms. Harris to remain with the Company through any such transition. Pursuant to the terms and conditions of the Retention Agreement, the Company will continue to engage Ms. Harris as CEO and President of the Company through December 31, 2009 (the "Retention Period"). Ms. Harris will continue to receive her current salary and benefits through the Retention Period and will receive a single lump sum cash payment equal to \$107,500 if she continues to be employed by the Company through the Retention Period or if she is terminated by the Company without cause prior to the end of the Retention Period. The Retention Agreement automatically terminates any Parachute Agreements between the Company and Ms. Harris.

The foregoing description of the Retention Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Retention Agreement, which is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Richard N. Snyder Retention Agreement

On August 26, 2009, the Company entered into a Retention Agreement with Richard N. Snyder, the Company's Executive Chairman. The Company believes it is in the best interest of the Company's stockholders for Mr. Snyder to remain with the Company through the annual meeting of stockholders for fiscal 2008 to be held on August 28, 2009 (the "Annual Meeting"). Pursuant to the terms and conditions of the Retention Agreement, Mr. Snyder will receive a single lump sum cash payment equal to \$95,000 if he continues to be employed by the Company through the Annual Meeting. The Retention Agreement automatically terminates any Parachute Agreements between the Company and Mr. Snyder.

The foregoing description of the Retention Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Retention Agreement, which is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

- 99.1 Nancy L. Harris Retention Agreement
- 99.2 Richard N. Snyder Retention Agreement

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.

Dated: August 28, 2009

FORGENT NETWORKS, INC.

By: /s/ Jay C. Peterson
Jay C. Peterson
Chief Financial Officer

Exhibit Index

Exhibit No.	Description
99.1	Nancy L. Harris Retention Agreement
99.2	Richard N. Snyder Retention Agreement

FORGENT/ASURE LETTERHEAD

August 20, 2009

Nancy Harris
108 Wild Basin Road South
Austin, Texas 78746

Re: Retention Agreement

Dear Nancy:

In light of the pending changes in the executive management and Board of Directors of the Company, the Company believes, and has confirmed to you, that your continued service to the Company through the December 31, 2009, is critical for the Company and is in the best interests of the stockholders. Given that, the Company desires to formally engage you through December 31, 2009, and you have agreed to be so engaged, subject to the terms and conditions hereof. This letter serves to confirm our agreement regarding the terms and conditions of that engagement. In particular, we hereby agree as follows:

1. Service Through Retention Period. You shall and hereby do agree to continue to serve as CEO and President of the Company, and the Company shall and hereby does agree to engage you in such capacity, through December 31, 2009 (the period from the date hereof through December 31, 2009, being hereinafter referred to as the "Retention Period"), subject to your right to terminate your employment and this agreement earlier pursuant to Section 4(b). During the Retention Period, your title, duties, compensation and benefits shall be the same in every material respect as they were immediately prior to the execution hereof.

2. Service After the Retention Period. After the expiration of Retention Period, you shall serve the Company, if at all, only in such capacity and on such terms and conditions as the parties shall mutually agree. In addition, and notwithstanding the foregoing, through March 31, 2010 (and thereafter only in your sole discretion), you shall, upon the Company's reasonable prior request and at such time and from time to time as you can do so in light of your other plans and commitments, consult with the Company and otherwise assist the Company on such matters as the Company deems appropriate, provided, however that at no time shall you be required to (i) travel, or (ii) commit more than _____ hours per week to such matters, without your consent and without such just compensation as you shall determine in your sole discretion.

3. Term. Unless otherwise previously terminated in accordance herewith, this agreement shall automatically expire at 5:00 p.m., Austin, Texas time on December 31, 2009.

4. Termination.

(a) By the Company. This agreement may be terminated by the Company as follows:

(i) For “Cause” (as defined below), at any time, provided that the Company shall first have provided you 10 days’ prior written notice of the proposed termination, including reasonable details as to the alleged “Cause” for the termination, and you shall have failed to have reasonably cured or otherwise addressed such “Cause” before the expiration of the 10-day notice period; and

(ii) Without “Cause”, at any time during the Retention Period.

(b) By You. This agreement and your employment may be terminated by you at any time for “Good Reason” (as defined below). In order to terminate for Good Reason, you shall first provide the Company with at least 10 days’ prior written notice of the termination for Good Reason, with such written notice including reasonable details as to the alleged “Good Reason” for the termination, and such termination shall be effective if the Company shall have failed to reasonably cure the “Good Reason” within 10 days of its receipt of such notice.

(c) Definitions. For purposes hereof, the following terms shall have the meanings ascribed thereto below:

(i) “Cause” shall mean (i) you are convicted of a felony, (ii) you have committed an intentional act of fraud, embezzlement, or theft or engaged in gross negligence in connection with your duties in the course of your employment with the Company, or (iii) you have intentionally breached your obligations under this agreement. For purposes of this section, an act or omission on your part will be deemed “intentional” or “grossly negligent” only if it was done by you in bad faith, was not merely an error in judgment, and was done without reasonable belief that the act or omission was in the best interest of the Company.

(ii) “Good Reason” shall mean the occurrence, without your express written consent, of any of the following circumstances:

A. the assignment to you of any duties inconsistent with your status as CEO and President of the Company, your removal from the position of CEO and President of the Company, or a substantial diminution in the nature or status of your responsibilities from those in effect immediately prior to the execution of this agreement;

B. a reduction by the Company in your annual base salary as in effect on the date hereof or as the same may be increased from time to time;

C. the relocation of the executive office in which you are located prior to the execution of this agreement requiring you to be based anywhere other than the executive office in which you are located prior to the execution of this agreement, except for required travel on the business of the Company to an extent substantially consistent with your present business travel obligations;

D. the failure by the Company to pay to you any portion of an installment of deferred compensation under any deferred compensation program, if any, of the Company within seven (7) days of the date such compensation is due;

E. the failure by the Company to continue in effect any

compensation plan in which you participate prior to the execution of this agreement, or the failure by the Company to continue your participation therein on the same basis, both in terms of the amount of benefits provided and the level of your participation relative to other participants, as such plan existed at the time of the execution date of this agreement;

F. the failure of the Company to continue to provide you with benefits at least as favorable to those enjoyed by you under the employee benefit and welfare plans of the Company and its subsidiaries, including, without limitation, the pension, life insurance, medical, health and accident, disability, deferred compensation and savings plans in which you were participating at the time of the execution of this agreement; the taking of any action by the Company which would directly or indirectly materially reduce any of such benefits or deprive you of any material fringe benefit enjoyed by you at the time of the execution of this agreement; or the failure by the Company to provide you with the number of paid vacation days to which you are entitled at the time of the execution of this agreement;

G. the failure of the Company to obtain a satisfactory agreement from any successor to assume and agree to perform this agreement; or

H. any purported termination of your employment which is not effected pursuant to Section 4(a) hereof; for purposes of this agreement, no such purported termination shall be effective.

Your continued employment shall not constitute consent to, or a waiver of rights with respect to any circumstances constituting Good Reason hereunder.

(d) Effect of Termination. Upon the expiration or termination of this agreement in accordance herewith, the Company shall pay you all amounts due and owing to you (and otherwise afford you all other benefits to which you are entitled) through the date of expiration or termination. Thereafter, the parties hereto shall have no further rights or duties hereunder, except as otherwise expressly preserved under applicable law, and this agreement shall no longer be of any force or effect.

(e) Termination of Parachute Agreement. Concurrently with the execution hereof, any Parachute Agreements by and between the Company and you shall automatically be terminated in its entirety.

5. Retention Benefits. In consideration of your agreeing to the foregoing, the Company shall provide you with the following retention benefits:

(a) Cash Payment. The Company shall pay you a single lump sum cash payment in an amount equal to \$107,500 (the "Cash Payment Amount"). So long as the Company has not previously terminated you for "Cause" in accordance herewith, the Company shall pay you the Cash Payment Amount on December 31, 2009, irrespective of whether you have then decided (or subsequently decide) to remain with the Company or leave the employment of the Company, with or without "Good Reason".

(b) Employee Benefits. For so long as you remain employed by the Company, the Company shall provide you full employee benefits, including health, life, and disability insurance (for you and your dependents where appropriate), comparable to the employee benefits that the Company then

provides its other senior executives. The amount of the benefits to be provided during any one year may not affect the amount of benefits to be provided in any other year.

6. Representations, Warranties, Acknowledgements and Agreements. The parties hereto represent, warrant, acknowledge and agree as follows: (i) you are currently an employee at will, and (ii) but for the retention benefits afforded to you under this agreement through the end of the Retention Period, you would not be willing to (A) commit to continue to serve the Company in your current capacity, subject to the terms and conditions hereof, or (B) terminate your current Parachute Agreement, subject to the terms and conditions hereof.

7. Miscellaneous.

(a) Entire Agreement. This agreement contains the entire agreement among the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated.

(b) Law Governing. This agreement shall be governed by and construed in accordance with the local, internal laws of the State of Texas.

(c) Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

(d) Severability. If any provision of this agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, the remainder of this agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(e) Amendment. This agreement may only be amended by written instrument or agreement signed by both parties.

If this agreement accurately reflects your understanding of our agreement, please so indicate by executing this agreement in the space provided below and returning it to the undersigned.

Thank you.

Very truly yours,

FORGENT NETWORKS, INC.
D/B/A ASURE SOFTWARE

By: /s/Richard Snyder
Name: Richard Snyder
Title: Executive Chairman

ACKNOWLEDGED AND AGREED,
THIS 20th DAY OF AUGUST 2009

/s/Nancy L. Harris
[Signature]

Nancy L. Harris
[Print Name]

FORGENT/ASURE LETTERHEAD

August 26, 2009

Richard N. Snyder
108 Wild Basin Road South
Austin, Texas 78746

Re: Retention Agreement

Dear Dick:

The FY 2009 Annual Meeting of Stockholders of the Company is scheduled for August 28, 2009. The Company believes, and has confirmed to you, that your agreement of several months ago to continue to serve the Company through the Annual Meeting is in the best interests of the stockholders. Accordingly, and in consideration of such agreement, the Company agrees to pay you a retention payment on the following terms and conditions:

1. Benefits. Upon the execution hereof, the Company shall pay you a single lump sum cash payment in an amount equal to (i) \$75,000, plus (ii) \$20,000 (being the approximate total amount that you would have to pay for COBRA premiums in order to maintain COBRA benefits for yourself and your dependents for 12 months at current rates) (collectively, the "Cash Payment Amount").

2. Termination of Parachute Agreements. Concurrently with the Company's payment to you of the amount specified in Section 3, any Parachute Agreements by and between the Company and you shall be terminated in their entirety.

3. Miscellaneous.

(a) Entire Agreement. This agreement contains the entire agreement among the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated.

(b) Law Governing. This agreement shall be governed by and construed in accordance with the local, internal laws of the State of Texas.

(c) Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

(d) Severability. If any provision of this agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, the remainder of this agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(e) Amendment. This agreement may only be amended by written instrument or agreement signed by both parties.

If this agreement accurately reflects your understanding of our agreement, please so indicate by executing this agreement in the space provided below and returning it to the undersigned. Thank you.

ACKNOWLEDGED AND AGREED,
THIS 26th DAY OF AUGUST 2009

/s/Richard Snyder
[Signature]

Richard Snyder
[Print Name]

Very truly yours,

FORGENT NETWORKS, INC.
D/B/A ASURE SOFTWARE

By: /s/Nancy L. Harris
Name: Nancy L. Harris
Title: Chief Executive Officer
