

**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): **July 19, 2016**

AngioDynamics, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

000-50761
(Commission File
Number)

11-3146460
(IRS Employer
Identification No.)

14 Plaza Drive Latham, New York **12110**
(Address of Principal Executive Offices) (Zip Code)

(518) 795-1400
(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:

- 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.

On July 19, 2016, Michael Greiner was appointed Executive Vice President and Chief Financial Officer of AngioDynamics, Inc. (the “Company”), effective August 16, 2016. Prior to his appointment as Executive Vice President and Chief Financial Officer, Mr. Greiner, age 43, most recently served as Chief Financial Officer of Extreme Reach, Inc. In this role, Mr. Greiner was in charge of the company’s financial operations. Prior to this position, Mr. Greiner served as Senior Vice President of Corporate Finance and Chief Accounting Officer for Vistaprint N.V., where he had global responsibility across Treasury, Tax, Financial Systems, Controllershship and SEC Reporting, Internal Audit and Corporate Real Estate. Prior to joining Vistaprint N.V., Mr. Greiner served as the Global Controller, Water and Process Technologies at General Electric. He also held various finance roles of increasing responsibility at Bausch + Lomb and Wyeth and began his career at Deloitte and Touche. Mr. Greiner is a Certified Public Accountant and earned his B.S. and M.S. degrees in Accounting at Fairleigh Dickenson University, as well as an MBA at Columbia University Business School.

Mr. Greiner does not have any family relationship with any of the Company’s directors or executive officers and is not a party to any transactions listed in Item 404(a) of Regulation S-K.

In connection with Mr. Greiner’s appointment as the Company’s Executive Vice President and Chief Financial Officer, on July 19, 2016, the Company and Mr. Greiner entered into an Employment Agreement. Pursuant to the Employment Agreement, Mr. Greiner will receive a base salary of \$370,000 per year and be eligible for annual bonuses at a target level of 60% of his base salary beginning with the Company’s fiscal year ending May 31, 2017. In addition, the Compensation Committee of the Board of Directors of the Company approved a \$100,000 sign on bonus for Mr. Greiner. Mr. Greiner’s employment with the Company will be on an “at will” basis, meaning that either he or the Company may terminate his employment at any time for any reason or no reason, without further obligation or liability.

Mr. Greiner was granted equity awards, effective August 16, 2016, under the Company’s 2004 Stock and Incentive Award Plan in the form of (i) 20,000 performance shares of Company common stock, (ii) an option to purchase 100,000 shares of Company common stock, and (iii) 10,000 restricted stock units in respect of shares of Company common stock. The exercise price for the options is equal to the closing price of the Company’s common stock as reported on the NASDAQ Global Market on the date of the grant (i.e., August 16, 2016). The performance shares have a three-year term with payouts to be made in shares of Company common stock at the end of the term ranging between 0 and 200% of the grant amount depending on the Company’s total shareholder return relative to a peer group of companies substantially similar to the peer group previously disclosed in connection with the Company’s prior performance share programs. The options will vest in four equal installments beginning on the first anniversary of the grant date and expire, if not exercised, on August 16, 2023. The restricted stock units will vest in four equal installments beginning on the first anniversary of the grant date.

In addition, Mr. Greiner will receive (i) an executive car allowance of \$1,200 per month (less applicable taxes) and (ii) a relocation allowance of \$75,000 in the form of reimbursements and payments. Mr. Greiner will also be eligible to participate in the benefit and perquisite plans and programs generally available to senior executives of the Company, including health insurance, life and disability insurance, The Employee Stock Purchase Plan, 401(k) plan and flexible spending plan.

The foregoing description of the Employment Agreement is qualified in its entirety by the text of such agreement, a copy of which is attached hereto as Exhibit 10.1, and the terms of which are incorporated herein by this reference.

On July 20, 2016, the Company and Mark Stephens, Senior Vice President, Administration, of the Company, agreed that Mr. Stephens would leave the Company, effective upon a date to be determined. In consideration for a waiver and general release of claims executed by Mr. Stephens in favor of the Company, Mr. Stephens will receive severance payments equal to continuation of his annual base salary for a period of 12 months plus earned but unused vacation time.

On July 25, 2016, the Company issued a press release announcing the appointment of Mr. Greiner as Executive Vice President and Chief Financial Officer. A copy of the press release is attached hereto as Exhibit 99.1.

Item 9.01 – Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement, dated July 19, 2016, by and between AngioDynamics, Inc. and Michael Greiner.
99.1	Press Release, dated July 25, 2016.

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.

ANGIODYNAMICS, INC.
(Registrant)

Date: July 25, 2016

By: /s/ Stephen A. Trowbridge

Name: Stephen A. Trowbridge

Title: Senior Vice President and General Counsel

EXHIBIT INDEX

Exhibit No.

Description

10.1	Employment Agreement, dated July 19, 2016, by and between AngioDynamics, Inc. and Michael Greiner.
99.1	Press Release, dated July 25, 2016.



July 19, 2016

Michael Greiner
50 Waltham Street,
Lexington, MA 02421

Dear Michael:

On behalf of AngioDynamics, Inc. (the "Company"), I am pleased to offer you the position of Executive Vice-President and Chief Financial Officer. We look forward to your future success in this position and are excited about the skills, experience, and leadership you will bring to the organization. The terms of your new position with the Company are as set forth in this letter.

1. Position

You will become Executive Vice-President and Chief Financial Officer, working out of the Latham, New York office. In this role you will report directly to the Chief Executive Officer, Jim Clemmer.

You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you pursuant to the express and implicit terms hereof, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company, the Company will be entitled to all of the benefits and profits arising from or incident to all such work services and advice, you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company's Board of Directors, and you will not directly or indirectly engage or participate in any business that is competitive in any manner with the business of the Company. Nothing in this letter of agreement will prevent you from accepting speaking or presentation engagements in exchange for honoraria or from serving on boards of charitable organizations, or from owning no more than one percent (1%) of the outstanding equity securities of a corporation whose stock is listed on a national stock exchange.

2. Start Date

Subject to fulfillment of any conditions imposed by this letter; you will commence this position with the Company on or about August 18, 2016.

3. Cash Compensation

Sign on Bonus: you will receive a one-time sign on bonus of \$100,000 to be paid as soon as administratively practical after your start date.

Base Salary: you will be paid a base salary of \$370,000.00 U.S. dollars on an annualized basis. Your base salary will be payable biweekly in accordance with our regular payroll schedule.

14 Plaza Drive, Latham, NY 12110, USA > tel: +1 800-772-6446 or +1 518-795-1400 > fax: +1 518-795-1401

Short Term Cash Incentive Opportunity: You will be eligible to participate in the AngioDynamics Incentive Compensation Program, with an annual target bonus of 60% of your base salary. The base target bonus potential is based on the company's ability to successfully meet its annual financial goals and your completion of individually assigned objectives. The bonus payment is calculated, earned and paid following the annual earnings release and all SEC filing requirements are fulfilled. You are eligible to participate on a full year basis effective August 18, 2016 for FY 17 (FY is June 1, 2016 – May 31, 2017).

4. **Long Term Incentives**

At the next regularly scheduled Board of Directors (BOD) meeting following your date of hire, we will recommend to the BOD to grant the following equity instruments to you in accordance with the provisions of the Company's 2004 Stock and Incentive Award Plan.

New Hire Non-Qualified Option Grant: You will receive a new hire stock option grant to purchase 100,000 shares of AngioDynamics stock, which vest 25% per year on each of the first four succeeding anniversaries of the grant date. The stock price is determined by the closing market price on the date of the approval by the BOD, at the next regularly scheduled meeting. Additional information will be provided to you in a detailed agreement upon board approval.

You will also receive 10,000 Restricted Stock Units, subject to the terms and conditions (including forfeiture provisions) of a restricted stock unit agreement, which will vest 25% per year on the first four (4) anniversaries of the grant date, and subject to the date in which it is approved at the next regularly scheduled meeting of the Board of Directors.

You will also receive 20,000 Performance Stock Units, subject to the terms and conditions (including forfeiture provisions) of a performance stock unit agreement, which cliff vest in 3 years and are awarded based on company performance relative to our peer group as measured by Total Shareholder Return.

In addition to the stock option purchase opportunity, the performance shares and the restricted stock outlined above, you will be eligible, for participation in the Company's annual award program for FY18, which may include the grant of a combination of non-qualified options, Restricted Stock Units and Performance Shares, according to the approved Equity Program in effect.

5. **Benefits/Perquisites/Relocation**

- a. **Benefits:** You will be eligible for major medical, prescription, vision and dental benefits the 1st of the month following your hire date. Other benefits including life and disability insurance, participation in our employee stock purchase plan, and 401(k)/Retirement Plan will be available as per their normal enrollment period.
- b. **Vacation:** You will be granted 3 weeks, pro-rated vacation time to be used during the remainder of the fiscal year, accrued per our regular payroll schedule. Thereafter, you will accrue additional vacation in accordance with the schedule in our Employee Handbook.

- c. **Executive Automobile Allowance:** You will be eligible to receive a car allowance in the amount of \$1,200.00 per month (less applicable taxes), paid bi-weekly through the regular payroll schedule.
- d. **Relocation:** You will receive a relocation allowance of \$75,000; to be used for temporary living expenses (the first 60 days will be paid by the company through Concur) and reimbursement for movement of household goods and closing costs associated with the sale or purchase of a home. This benefit will expire August 1, 2017.

6. At-Will Employment

Your employment with the Company will be on an “at will” basis, meaning that either you or the Company may terminate your employment at any time for any reason or no reason, without further obligation or liability, except for paragraphs 8 and 9 of this Agreement.

7. Background Screening/Drug Testing

This offer is contingent upon the understanding you are either a U.S. citizen or an alien legally authorized to work in the United States and that proof of identity and employment authorization is provided no later than three days after your start date with the Company. This proof may include a valid driver’s license and a copy of your social security card or birth certificate. Finally, this offer is also contingent upon successfully completing a Background Check and Drug Screening.

8. Confidential Information and Invention Assignment Agreement / Non- Competition Agreement

Our extension of this offer and in connection with your commencement of employment with the Company is contingent upon the execution, and delivery to the Company, of the Company’s Confidentiality and Non-Competition Agreement, prior to or on your employment start date.

9. Confidentiality of Terms

You agree to follow the Company’s strict policy that employees must not disclose, either directly or indirectly, any information, including any of the terms of this agreement, regarding compensation, or stock purchase or option allocations to any person, including other employees of the Company; provided, however, that you may discuss such terms with members of your immediate family and any legal, tax or accounting specialists who provide you with individual legal, tax or accounting advice.

10. Termination, Survival

Paragraph 11 and 12, shall survive the termination of this agreement.

11. Indemnification

The Company will provide you with indemnification as applicable, in accordance with the Company’s by-laws and certificate of incorporation.

12. **Notices**

Except as otherwise expressly provided herein, any notice required or permitted to be given under this Agreement shall be given in writing to (a) AngioDynamics, Inc., Attention: Mark Stephens, Sr. Vice President –Administration, AngioDynamics, Inc., 14 Plaza Drive, Latham, NY 12110, (b) Michael Greiner, 50 Waltham Street, Lexington MA 02421 or at such other address as either of us may designate by ten (10) days' advance written notice to the other, given in accordance with this paragraph 12.

We are all delighted to be able to extend you this offer and look forward to working with you.

To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me. This letter, together with the Confidentiality Agreement and Relocation Agreement, set forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter of agreement when fully executed will be a binding agreement on the parties. It may not be modified or amended except by a written agreement, signed by the Company and by you. This offer will expire unless you sign and return by end of business 5:00 PM ET on July 25, 2016.

ANGIODYNAMICS, INC.

By: /s/ Mark Stephens
Mark Stephens
Sr. Vice President, Administration

ACCEPTED AND AGREED:

/s/ Michael Greiner
Michael Greiner

7-19-16
Date

AngioDynamics Appoints Michael C. Greiner as New Chief Financial Officer

Greiner brings more than 20 years of accounting, corporate finance and operations experience from a variety of global corporations

ALBANY, N.Y., July 25, 2016 -- AngioDynamics (NASDAQ:ANGO), a leading provider of innovative, minimally invasive medical devices for vascular access, surgery, peripheral vascular disease and oncology, today announced the appointment of Michael Greiner as the company's new Executive Vice President and Chief Financial Officer, effective August 16, 2016.

"Michael's broad expertise in corporate finance and accounting combined with his experience at large organizations across a variety industries uniquely positions him to lead AngioDynamics' financial organization and help support the company's strategy as we seek to grow over the long-term," said Jim Clemmer, President and Chief Executive Officer of AngioDynamics.

Greiner most recently served as the Chief Financial Officer at Extreme Reach, Inc., a cloud-based enterprise platform for brand advertising, responsible for all finance and human resource operations. Prior to his role at Extreme Reach, Greiner held several executive roles, including Senior Vice President Corporate Finance and Chief Accounting Officer at Cimpress N.V. (formerly known as Vistaprint N.V.), Global Controller for GE's Water and Processing Technologies division and leadership roles at Bausch & Lomb and Wyeth. Greiner has also served as an adjunct professor at several universities and earned a Master's in Business Administration from Columbia University Business School, as well as a Bachelor and Master of Science in Accounting from Fairleigh Dickinson University.

About AngioDynamics

AngioDynamics, Inc. is a leading provider of innovative medical devices used by healthcare professionals for the minimally invasive treatment of cancer and peripheral vascular disease. The Company offers market-leading ablation systems, vascular access products, angiographic products and accessories, dialysis products, drainage products, thrombolytic products, embolization products and venous products. More information is available at www.angiodynamics.com.

Trademarks

AngioDynamics and the AngioDynamics logo are trademarks and/or registered trademarks of AngioDynamics Inc., an affiliate or a subsidiary.

Safe Harbor

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements regarding AngioDynamics' expected future financial position, results of operations, cash flows, business strategy, budgets, projected costs, capital expenditures, products, competitive positions, growth opportunities, plans and objectives of management for future operations, as well as statements that include the words such as "expects," "reaffirms," "intends," "anticipates," "plans," "believes," "seeks," "estimates," "optimistic," or variations of such words and similar expressions, are forward-looking statements. These forward looking statements are not guarantees of future performance and are subject to risks and uncertainties. Investors are cautioned that actual events or results may differ from AngioDynamics' expectations. Factors that may affect the actual results achieved by AngioDynamics include, without limitation, the ability of AngioDynamics to develop its existing and new products, technological advances and patents attained by competitors, infringement of AngioDynamics' technology or assertions that AngioDynamics' technology infringes the technology of third parties, the ability of AngioDynamics to effectively compete against competitors that have substantially greater resources, future actions by the FDA or other regulatory agencies, domestic and foreign health care reforms and government regulations, results of pending or future clinical trials, overall economic conditions, the results of on-going litigation, challenges with respect to third-party distributors or joint venture partners or collaborators, the results of sales efforts, the effects of product recalls and

product liability claims, changes in key personnel, the ability of AngioDynamics to execute on strategic initiatives, the effects of economic, credit and capital market conditions, general market conditions, market acceptance, foreign currency exchange rate fluctuations, the effects on pricing from group purchasing organizations and competition, the ability of AngioDynamics to integrate purchased businesses, as well as the risk factors listed from time to time in AngioDynamics' SEC filings, including but not limited to its Annual Report on Form 10-K for the year ended May 31, 2015 and its quarterly reports on Form 10-Q for the fiscal period ended August 31, 2015, November 30, 2015 and February 29, 2016. AngioDynamics does not assume any obligation to publicly update or revise any forward-looking statements for any reason.

In the United States, the NanoKnife System has received a 510(k) clearance by the Food and Drug Administration for use in the surgical ablation of soft tissue, and is similarly approved for commercialization in Canada, the European Union and Australia. The NanoKnife System has not been cleared for the treatment or therapy of a specific disease or condition.

Company Contact:
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Caitlin Stefanik
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cstefanik@angiodynamics.com

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