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):
September 13, 2011

EXTREME NETWORKS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**000-25711**	**77-0430270**
(State or other jurisdiction of incorporation)	(Commission File No.)	(I.R.S. Employer Identification No.)

3585 Monroe Street
Santa Clara, California 95051

(Address of principal executive offices)

Registrant's telephone number, including area code:
(408) 579-2800

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))

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(a)

On September 13, 2011, Justin DiMacchia resigned, effective as of September 15, 2011, as Vice President and Corporate Controller of Extreme Networks, Inc. ("***Extreme Networks***" or the "***Company***"). Mr. DiMacchia also served as Extreme Networks' Principal Accounting Officer. In connection with his resignation, the Company and Mr. DiMacchia entered into a Resignation Agreement and General Release of Claims (the "***DiMacchia Agreement***"), under which, Mr. DiMacchia is entitled to a lump sum payment of $168,750 and six months of continuing healthcare payments, less applicable withholding. The foregoing description of the DiMacchia Agreement is qualified in its entirety by reference to the full text of the DiMacchia Agreement, a copy of which is filed herewith as **Exhibit 10.1** and incorporated herein by reference.

(b)

As previously announced on March 14, 2011, Extreme Networks appointed James Judson as its Interim Vice President and Chief Financial Officer. On September 13, 2011, Extreme Networks and Mr. Judson agreed to extend the term of his initial agreement up to an additional six months while Extreme Networks continues its search for a permanent chief financial officer. In connection with the extension of Mr. Judson's engagement with Extreme Networks, the Company entered into a letter agreement with Mr. Judson (the "***Judson Letter Agreement***"), under which Mr. Judson and the Company acknowledge the prior compensation terms of Mr. Judson's appointment, as described in the Current Report on Form 8-K filed by the Company on March 14, 2011, will continue, except as otherwise set forth in the Judson Letter Agreement. Under the Judson Letter Agreement, Mr. Judson will receive a one-time grant of 50,000 restricted stock units, all of which will vest upon the earlier of March 14, 2012 or termination of Mr. Judson's employment by the Company, other than for cause. In addition, the vesting conditions on the remaining 50,000 options granted to Mr. Judson upon his initial appointment were amended to remove the condition that Mr. Judson be appointed as the permanent chief financial officer of the Company such that the remaining options subject to the grant will vest on the one year anniversary of his date of hire. The foregoing description of the Judson Letter Agreement is qualified in its entirety by reference to the full text of the Judson Letter Agreement, a copy of which is filed herewith as **Exhibit 10.2** and incorporated herein by reference.

(c)

Effective September 16, 2011, Extreme Networks appointed Margaret Echerd as Vice President and Corporate Controller and as the Principal Accounting Officer of the Company. Ms. Echerd has over 20 years of corporate finance and accounting experience and has served as Extreme Networks' Assistant Corporate Controller since June 2010. Prior to joining Extreme Networks, Ms. Echerd served as corporate controller of XeroCoat, Inc., a venture backed solar technology company, from December 2008 to May 2010. Prior to joining XeroCoat, Ms. Echerd served as the United States Controller for Align Technology, Inc., a medical device company in the orthodontics field, from October 2006 to July 2008. Ms. Echerd, who is a certified public accountant, earned a BBA in Marketing from Texas A&M University and an MBA in Corporate Finance from Golden Gate University.

In connection with Ms. Echerd's appointment, the Company entered into an offer letter agreement with Ms. Echerd (the "***Echerd Offer Letter***"). Pursuant to the terms of the Echerd Offer Letter, Ms. Echerd will be entitled to an annualized base salary of $210,000. In addition, Ms. Echerd will participate in the Company's executive incentive plan for fiscal year 2011 with an initial target of 35% of Ms. Echerd's pro rata annualized base salary for fiscal year 2011. Subject to the approval of the Compensation Committee, Ms. Echerd will also receive the right to a one-time option grant of 25,000 shares of common stock, with an exercise price equal to the fair market value of the Company's common stock on the date of the grant (typically the second business day following the Company's release of quarterly financial results). The option will vest 25% on September 16, 2012, and the remainder will vest monthly over the next three years, subject to Ms. Echerd's continuous service to the Company. Ms. Echerd will also receive a grant of 10,000 restricted stock units that will vest in three annual installments, subject to her continued employment by the Company. The Company has agreed to enter into an Executive Change in Control Severance Agreement with Ms. Echerd in the form standard for the Company's executive officers. The foregoing description of the Echerd Offer Letter is qualified in its entirety by reference to the full text of the Echerd Offer Letter, a copy of which is filed herewith as Exhibit 10.3 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

10.1 Resignation Agreement and General Release of Claims, dated September 13, 2011, between Extreme Networks, Inc. and Justin DiMacchia.

10.2 Letter Agreement, dated September 13, 2011, between Extreme Networks, Inc. and James Judson.

10.3 Offer Letter Agreement, dated September 13, 2011, between Extreme Networks, Inc. and Margaret Echerd.

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.

Date: September 15, 2011

EXTREME NETWORKS, INC.

By: /s/ DIANE HONDA

Diane Honda

Vice President, General Counsel & Secretary

RESIGNATION AGREEMENT
AND GENERAL RELEASE OF CLAIMS

THIS RESIGNATION AGREEMENT AND GENERAL RELEASE OF CLAIMS (the "Agreement") is entered into by and between Justin DiMacchia ("Executive") and Extreme Networks, Inc. (the "Company"). This Agreement will become effective on the eighth day after it is signed by Executive, provided that Executive has not revoked this Agreement (by email notice to dhonda@extremenetworks.com) prior to that date.

FACTUAL RECITALS

This Agreement is entered into with respect to the following facts:

A. Executive was previously employed by the Company as its Vice President, Corporate Controller;

B. Executive is resigning voluntarily from his employment with the Company effective September 15, 2011; and

C. It is the Company's desire to provide Executive with certain separation benefits that he would not otherwise be entitled to receive upon his resignation, and to resolve any claims that Executive has or may have against the Company.

Accordingly, Executive and the Company now agree as set forth below.

AGREEMENT

1. Voluntary Resignation From Employment, Positions, and Offices. Executive hereby confirms his voluntary resignation from his employment with the Company, and from all positions and offices that he held with the Company effective as of September 15, 2011 (the "Resignation Date").

2. Acknowledgment of Payment/Receipt of All Wages and Benefits. Executive acknowledges that, as of the date hereof, he has been paid in full all wages (including, but not limited to, base salary, bonuses, and accrued, unused paid time off), and has received all benefits, that Executive earned during his employment with the Company. Executive understands and agrees that he is not entitled to, and shall not receive, any further compensation or benefits from the Company, including stock benefits, except for compensation due from the period commencing on the date hereof and ending September 15, 2011. However, nothing in this Agreement shall prohibit Executive from later exercising any rights he may have under any equity agreement with the Company.

3. Severance Payment. Subject to Executive's execution of this Agreement (without revocation during the seven-day revocation period described below) and compliance with the terms of this Agreement, the Company shall provide Executive with a lump sum payment equal to $168,750 and six months of Cobra payments, less applicable withholding, twenty one days after this Agreement is signed by Executive.

In addition, Executive shall provide consulting to the Company at a rate of $125.00 per hour for a minimum of three months after the Resignation Date. For the first three months thereof, the Company will guarantee at least 10 hours of consulting work. The Company may at its discretion, request more hours on a monthly basis, and either the Company or Executive may elect to terminate the consulting relationship beyond the three month period at any time with 5 days prior written notice to the other party.

4. General Release of Claims. As consideration for the compensatory arrangements described

in Section 3, Executive and his successors release the Company, its parents and subsidiaries, and each of those entities' respective current and former shareholders, investors, directors, officers, employees, agents, accountants, attorneys, tax advisors, insurers, legal successors and assigns, of and from any and all claims, actions and causes of action, whether now known or unknown, which Executive now has, or at any other time had, or shall or may have against those released parties based upon or arising out of any matter, cause, fact, thing, act or omission whatsoever occurring or existing at any time up to and including the date on which Executive signs this Agreement, including, but not limited to, any claims for breach of express or implied contract, wrongful termination, constructive discharge, retaliation, fraud, defamation, infliction of emotional distress or national origin, race, age, sex, pregnancy, sexual orientation, disability or other discrimination or harassment under the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, or any other applicable law. Notwithstanding the above release of claims, it is expressly understood that this release does not apply to, and shall not be construed as, a waiver or release of any claims or rights that cannot lawfully be released by private agreement. This release of claims shall not affect Executive's existing indemnity rights from the Company (whether pursuant to the parties' Indemnity Agreement dated May 8, 2008, any other contract, or statute, including, but not limited to, his indemnity rights pursuant to California Labor Code section 2802), which rights shall remain in full force and effect.

5. Civil Code Section 1542 Waiver. Executive acknowledges that he has read section 1542 of the Civil Code of the State of California, which states in full:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Executive waives any rights that he has or may have under section 1542 (or any similar provision of the laws of any other jurisdiction) to the full extent that he may lawfully waive such rights pertaining to this general release of claims, and affirms that he is releasing all known and unknown claims that he has or may have against the parties listed in Section 4 above.

6. Agreement Not To Assist With Other Claims. Executive agrees that he shall not, at any time in the future, encourage any current or former Company employee, or any other person or entity, to file any legal or administrative claim of any type or nature against the Company or any of its officers or employees. Executive further agrees that he shall not, at any time in the future, assist in any manner any current or former Company employee, or any other person or entity, in the pursuit or prosecution of any legal or administrative claim of any type or nature against the Company or any of its officers or employees. This Section shall not apply to the Executive's participation in any legal or administrative proceeding pursuant to a duly-issued subpoena or other compulsory legal process.

7. Prior Agreement and Return of Company Property. Executive acknowledges and agrees that he shall continue to be bound by and comply with the terms of any proprietary rights, assignment of inventions, and/or confidentiality agreements between the Company and Executive. To the extent that he has not already done so, Executive will promptly return to the Company, in good working condition, all Company property and equipment that is in Executive's possession or control, including, but not limited to, any PDAs, files, records, computers, computer equipment, cell phones, credit cards, keys, programs, manuals, business plans, financial records, and all documents (whether in paper, electronic, or other format, and all copies thereof) that Executive prepared or received in the course of his employment with the Company.

8. Non-Disparagement. Executive agrees that he will not, at any time in the future, make any critical or disparaging statements about the Company, or any of its services, products, officers, employees, or directors, except to the extent that such statements are made truthfully in response to a duly-issued

subpoena or other compulsory legal process.

The Company agrees that it will only provide a neutral reference (*i.e.*, it will only verify Executive's dates of employment and position at the Company) to any potential employer(s) of Executive.

9. Non-Solicitation. Executive agrees that for a period of one year following the Resignation Date, he will not, on behalf of himself or any other person or entity, directly or indirectly solicit any employee of the Company to terminate his/her employment with the Company.

10. Section 409A Compliance. The Company intends that income provided to the Executive pursuant to this Agreement will not be subject to taxation under Section 409A of the Internal Revenue Code ("Section 409A"). The provisions of this Agreement shall be interpreted and construed in favor of satisfying any applicable requirements of Section 409A of the Code. However, the Company does not guarantee any particular tax effect for income provided to the Executive pursuant to this Agreement. In any event, except for the Company's responsibility to withhold applicable income and employment taxes from compensation paid or provided to the Executive, the Company shall not be responsible for the payment of any applicable taxes incurred by the Executive on compensation paid or provided to the Executive pursuant to this Agreement. In the event that any compensation to be paid or provided to Executive pursuant to this Agreement may be subject to the excise tax described in Section 409A, the Company may delay such payment for the minimum period required in order to avoid the imposition of such excise tax.

11. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California.

12. Severability. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, that provision will be modified so as to make it valid, legal, and enforceable, or if it cannot be so modified, it will be stricken from this Agreement, and the validity, legality, and enforceability of the remainder of the Agreement shall not in any way be affected.

13. Dispute Resolution. In the event of any disputes or claims between the parties, including, but not limited to, any claims that are based upon or arise out of this Agreement or any alleged breach of this Agreement, the parties agree that all such disputes or claims shall be resolved by binding arbitration in the manner described in the Employment Agreement.

14. Entire Agreement and Modification. This Agreement, along with any agreements described in Section 7 (all as modified herein), the parties' Indemnity Agreement dated May 8, 2008, and any other equity agreements between the parties, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations and agreements between the parties, whether written or oral, including the Employment Agreement (other than the arbitration provision described in Section 13, which is incorporated herein as described in Section 13), which agreements are hereby terminated and of no further legal force or effect. This Agreement may not be modified or amended except by a document signed by an authorized officer of the Company and Executive.

EXECUTIVE ACKNOWLEDGES THAT HE HAS CONSULTED WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND THAT HE IS GIVING UP ANY LEGAL CLAIMS (AS DESCRIBED ABOVE IN SECTIONS 4 AND 5) HE HAS AGAINST THE PARTIES RELEASED ABOVE BY SIGNING THIS AGREEMENT. EXECUTIVE UNDERSTANDS THAT HE MAY HAVE UP TO 21 DAYS TO CONSIDER THIS AGREEMENT, THAT HE MAY REVOKE IT AT ANY TIME DURING THE 7 DAYS AFTER HE SIGNS IT, AND THAT IT SHALL NOT BECOME EFFECTIVE UNTIL THAT 7-DAY PERIOD HAS PASSED. EXECUTIVE ACKNOWLEDGES THAT HE IS SIGNING THIS AGREEMENT KNOWINGLY, WILLINGLY AND VOLUNTARILY IN EXCHANGE FOR THE COMPENSATORY ARRANGEMENTS DESCRIBED IN SECTION 3, WHICH HE WOULD

NOT OTHERWISE BE ENTITLED TO RECEIVE.

Dated: September 13, 2011	Justin DiMacchia
	EXTREME NETWORKS, INC.
Dated: September 13, 2011	By: Mimi Gigoux Its: Sr VP Human Resources

September 13, 2011

Jim Judson

Dear Jim:

We are pleased to continue your position with Extreme Networks (the "***Company***") as Interim Vice President, Chief Financial Officer ("Interim CFO"), for an additional maximum of 6 months, ending on March 14, 2012.

The terms of your original offer letter remain unchanged, except as modified below.

Subject to the approval of the Board or the Compensation Committee, (i) you will be granted 50,000 restricted stock units which will vest on March 14, 2012, unless you resign from the Company or are terminated by the Company for cause.; and (ii) the vesting condition on the remaining 50,000 option shares granted as part of the initial hire grant shall be changed from vesting upon you being hired as the permanent CFO to vesting one year after your date of hire. Generally, grants are reviewed for approval once a quarter, on the second business day after we publicly announce our financial results for the quarter.

Your restricted stock grant is further conditioned on your execution of the Company's standard form of employee restricted stock agreement, and will be governed by and subject to the terms of such agreement.

Sincerely,

EXTREME NETWORKS INC.

/s/ Mimi Gigoux

Mimi Gigoux
Senior Vice President
Human Resources

I agree to extend employment with Extreme Networks, Inc. on the terms set forth in above.

/s/ Jim Judson	September 13, 2011
Jim Judson	Date

September 16, 2011

Subject: Promotion

Dear Margaret,

I am very pleased to offer you the promotion to Vice President, Corporate Controller and Chief Accounting Officer. This promotion is due to your professionalism, dedication, and strong work ethic.

With this promotion, your base salary will increase to $210,000 per year with an effective date of September 16, 2011 (which will be prorated for the year). Additionally your incentive target will increase to 35% effective September 16, 2011.

Subject to approval of the Compensation Committee, a one-time option to acquire 25,000 (Twenty Five Thousand) shares of Common Stock. Generally, grants are reviewed for approval once a quarter, and are awarded at an exercise price equal to the closing price of the Company's Common Stock on the second business day after we publicly announce our financial results for the fiscal quarter. One-fourth (1/4) of these shares will vest one year from your promotion effective date, provided that you are still employed by the Company at that time. The remaining shares will vest monthly over the following three years, at a rate of 1/48th of the entire option each month, so long as your employment with the Company continues. Your stock option grant is conditioned on your execution of the Company's standard form of employee stock option agreement, and your stock option will be governed by and subject to the terms of that agreement. All vesting and rights to exercise under any Options offered hereunder will also be subject to your continued employment with the Company at the time of vesting.

In addition you will receive a grant of 10,000 shares of restricted stock that will vest in three installments of one-third of the shares on the first anniversary of your promotion date, one-third on the second anniversary of your promotion date, and one-third on the third anniversary your promotion date. All vesting under any Grant offered hereunder will also be subject to your continued employment with the Company at the time of vesting.

In addition, as a Vice President of the Company, you are not eligible to participate in the Company's Flexible Time Off (“***FTO***”) program, and you will not accrue any FTO hours. You will, however, be eligible to take paid time off from time-to-time as reasonably necessary for vacation, sick time, or other personal purposes, subject to the needs of your position and the approval of your manager.

Congratulations on your promotion! And I look forward to your continued success.

Regards,

/s/ Jim Judson

Jim Judson
Chief Financial Officer

cc: Personal File