
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): June 2, 2011

ELECTROMED, INC.

(Exact Name of Registrant as Specified in Its Charter)

Minnesota
(State or Other Jurisdiction of Incorporation)

001-34839
(Commission File Number)

41-1732920
(I.R.S. Employer Identification Number)

500 Sixth Avenue NW
New Prague, MN 56071
(Address of Principal Executive Offices)(Zip Code)

(952) 758-9299
(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.

On June 2, 2011, Electromed, Inc. (the “Company”) announced the appointment of Dr. James J. Cassidy, 51, to the newly-created position of Chief Operating Officer. Dr. Cassidy has extensive international management experience in the medical device industry. Since March 2010, Dr. Cassidy has offered business development and technology consulting services to the medical device industry through TransAtlantic Medical Device Consulting, LLC, an entity which he founded. Prior to that, Dr. Cassidy was the Chief Operating Officer of Vertebral Technologies, Inc. from June 2009 to February 2010 and the Chief Executive Officer of ApaTech, Ltd. from September 2004 to February 2009. Dr. Cassidy has also served as the Chief Executive Officer of successful start up companies in the US (CERAbio) and Europe (Cartificial). In addition, Dr. Cassidy serves as a general partner of Epic BioVentures, LLC, a company that invests in and advises medical technology businesses. Dr. Cassidy has a doctorate in Biomedical Engineering from Case Western Reserve University and an MBA from the University of Memphis.

Dr. Cassidy commenced employment with the Company on June 1, 2011, pursuant to an employment offer letter accepted on May 31, 2011 (the “Agreement”). The Agreement provides for an initial annualized base salary of \$152,000 and standard employee benefits available to the Company’s employees, such as health and retirement plans. In addition, Dr. Cassidy will be eligible to receive incentive cash compensation equal to \$5,000 for each \$1 million that the Company’s gross revenue for calendar year 2011 exceeds \$18 million, pro-rated based on the portion of the calendar year Dr. Cassidy is employed by the Company.

The Agreement contains standard terms relating to best efforts, assignment of inventions and confidentiality. In addition, the Agreement contains twelve-month non-solicitation and non-competition provisions (subject to an exception for certain of Dr. Cassidy’s existing activities). The Agreement may be terminated by either the Company or Dr. Cassidy at any time.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference. A copy of the press release announcing Dr. Cassidy’s appointment is attached hereto as Exhibit 99.1.

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 Offer Letter from Electromed, Inc. to Dr. James J. Cassidy
 - 99.1 Press release dated June 2, 2011
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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.

Electromed, Inc.

Date: June 2, 2011

By /s/ Terry M. Belford

Name: Terry M. Belford

Title: Chief Financial Officer

EXHIBIT INDEX

Electromed, Inc.
Form 8-K Current Report

<u>Exhibit Number</u>	<u>Description</u>
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10.1	Employment Offer Letter from Electromed, Inc. to Dr. James J. Cassidy
99.1	Press Release dated June 2, 2011

May 27, 2011
Dr. James Cassidy
15900 155th Street NE
Foley, MN 56329-4525

Dear Jim,

We are extremely pleased to offer you a full-time position with Electromed, Inc. (the "Company") as Chief Operating Officer, in which position you will report to Robert Hansen, Chief Executive Officer, or his designee(s) or successor. Please note that the Company may modify job titles in its sole discretion.

Your initial annual salary of \$152,000, pro-rated for your term of service during the 2011 calendar year, will be paid in accordance with the Company's normal payroll procedures and will be subject to applicable taxes, deductions and withholdings. For the calendar year ending December 31, 2012, and each year thereafter, your annual salary will be determined by the Board of Directors. In addition, for the calendar year ending December 31, 2011, you will be eligible to receive a cash incentive equal to \$5,000 for each \$1 million that the Company's calendar-year gross sales revenue exceeds \$18 million, pro-rated for your term of service during the 2011 calendar year. For future calendar years, the amount of your annual cash incentive (if any) and the criteria by which such incentive will be earned shall be determined by the Board of Directors in its discretion.

During the term of your employment, you will be eligible to participate in the Company's retirement plans, health plans, and all other employee benefits programs made available by the Company, provided that you meet any applicable eligibility requirements and other provisions of the plan. Any employee benefits plans offered by the Company are subject to change or termination in the Company's sole discretion.

You will be entitled to paid time off of up to three weeks per year without reduction of your annual salary. Paid time off that remains unused at the end of the calendar year will carry over to the next calendar year, provided that paid time off that has accrued during a particular year must be used within two years of the last day of that year.

If you accept the position being offered, you would be expected to work from the Company's corporate headquarters in New Prague, Minnesota. Accordingly, you agree to relocate or secure a housing arrangement in the area of New Prague, Minnesota within thirty days of commencing employment with the Company, at your own expense. With the exception of expenses relating to relocation or temporary housing, you will be promptly reimbursed for all reasonable, ordinary and necessary travel, entertainment and other business-related expenses that you incur in performing your duties for the Company, in accordance with the policies and procedures that we have in place from time to time and provided that you properly account for such expenses in accordance with federal, state and local tax requirements.

If you accept the position being offered, you will become an executive officer of a publicly traded Company. The Company's outside legal counsel will make all necessary securities and compliance filings on your behalf, subject to your input and approval, at the Company's cost. Please be advised that the Company will be required to publicly disclose information regarding your compensation and other terms of your employment in its securities filings.

You should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause and with or without notice. This also means that the Company may change the terms and conditions of your employment at-will. No contract of employment other than "at-will" is expressed or implied, either by this offer or by any oral or written statements made prior to or after this offer. No circumstances arising out of your employment will alter the at-will nature of your employment with the Company unless expressed in writing, with the understanding specifically set forth and signed by you and an authorized signatory for the Company.

If you accept this offer, the Company would expect you to devote your best efforts to the Company's business, including by performing the duties and responsibilities reasonably associated with the position of Chief Operating Officer, subject to determination by the Company's Chief Executive Officer, his designee(s) or successor, or the Board of Directors. You agree that you will hold in strict confidence all Company confidential information, including, but not limited to, information regarding the Company's business, products, technologies, trade secrets, and strategies. You also agree to comply with the Company's code of ethics, insider trading policy, and other applicable corporate governance policies that are currently in effect or which may be adopted from time to time. In the event of termination of your employment for any reason, you agree to promptly return all Company property.

Because the services that you would perform for the Company would be special and unique in nature and the Company would be harmed if you were to join any of its competitors after serving as a Company employee, you agree that, if you accept this offer, you will not engage in any other employment, occupation, consulting or other business activity during the term of your employment that would conflict or interfere with your ability to perform your obligations as Chief Operating Officer, and, during the term of your employment with the Company and for a period of twelve months following termination of your employment, regardless of the reason for termination, you will not directly or indirectly render services to any person or entity that designs, develops, manufactures, markets or sells any product or service that has been or is being designed, developed, manufactured, marketed or sold by the Company (a "Competing Business"). This limitation will apply to the geographic area in which the Company operates, which at the present time includes North America. In addition, during the term of your employment with the Company and for a period of twelve months following termination of your employment, regardless of the reason for termination, you agree not to directly or indirectly solicit the Company's customers, prospective customers, employees, consultants, independent contractors, subcontractors, suppliers, vendors or other business relation of the Company. The Company would require you to notify future employers or clients of these restrictions prior to accepting employment or any other business relationship during the term of your employment and for twelve months thereafter.

The obligations herein relating to confidential information, return of Company property, non-competition and non-solicitation will survive termination of your employment with the Company. In addition, the foregoing non-competition and non-solicitation agreements are an important condition to the Company's offer. By accepting this offer, you would acknowledge that the Company would be entitled to an injunction to restrain any violation of the non-competition and non-solicitation agreements, and that a court or other judicial body who determines that any of these agreements are unenforceable for any reason would be entitled to construe the provisions by limiting or reducing them, so as to be enforceable to the maximum extent compatible with then-applicable law.

The Company acknowledges that you are currently a managing member of Epic BioVentures, LLC ("EBV"), an entity whose purpose is investing in and guiding medtech companies toward an exit strategy. If you accept this offer, you agree that your participation in EBV will not affect your ability to comply with the terms of your employment as set forth herein, including your ability to devote best efforts to the Company, your obligation to hold in confidence Company confidential information, and your obligation to adhere to the Company's policies (including conflict of interest policies and provisions). The Company acknowledges that your participation in EBV will not violate your non-competition obligations, provided that: (i) your percentage membership interest in EBV does not increase (unless such increase is due to an event beyond your control); (ii) the financial or ownership interest in the Competing Business that is attributable to you, your immediate family members, and any entity that you control is less than \$75,000 or 4.9% of any class of a Competing Business's securities, whichever is lower (the "Threshold Amount"), (iii) if you are required to publicly disclose that you own securities of any entity in which EBV invests, you expressly disclaim beneficial ownership of such securities except to the extent of your pecuniary interest therein; and (iv) you do not participate in the management of or render services to any Competing Business, whether directly or indirectly, including through your participation in EBV. In addition, if a person or entity in which EBV invests or to which EBV render services becomes a Competing Business after EBV's initial investment or participation due to an expansion of the Company's products or services (rather than due to an expansion by the other person or entity), you must reduce the financial or ownership interest attributable to you, your immediate family members, and any entity that you control to the Threshold Amount within seven months of the date such person or entity becomes a Competing Business, as such date is reasonably determined by the Company. You agree to provide advance notice to the Company of any relationship between EBV and any other person or entity that has or is planning to enter into a business relationship with the Company (such as a customer, supplier, or acquisition target).

The Company understands from you that you are not subject to any non-competition agreement, non-solicitation agreement, or any other agreement that might restrict or prevent you from fulfilling, in whole or in part, your duties for the Company. If our understanding is incorrect, please contact the Chief Executive Officer immediately. Similarly, if you become employed by the Company, you agree that you will not use or disclose proprietary or confidential information belonging to your current or former employers or clients.

Finally, this offer is contingent upon your satisfactory completion of a reasonable pre-employment background check and your execution of an assignment of inventions, consistent of the assignment executed by certain other Company employees.

To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to the Company. A duplicate original is enclosed for your records.

If you accept this offer, your duties as Chief Operating Officer would commence on June 1, 2011. This offer expires on May 31, 2011.

We look forward to having you join Electromed and believe that you will be a great asset to the Company.

Sincerely,

/s/ Robert Hansen

Robert Hansen
Chairman and Chief Executive Officer of Electromed, Inc.

ACCEPTED AND AGREED TO this 31 day of May, 2011.

/s/ James J. Cassidy
(Employee Signature)

FOR IMMEDIATE RELEASE**Contact:**

Robert D. Hansen
Chairman and Chief Executive Officer
Electromed, Inc.
952-758-9299
bhansen@electromed.com

Pankti Shah
Director of Strategic Marketing
The Event Group, Incorporated
763-548-1304
pankti.shah@eventshows.com

ELECTROMED, INC. NAMES JAMES J. CASSIDY AS COO

New Prague, Minnesota- June 2, 2011- Electromed, Inc. (NASDAQ: ELMD), maker of the SmartVest® Airway Clearance System, today announced the appointment of James J. Cassidy, Ph.D. to the role of Chief Operating Officer. In addition to contributing to the strategic and operational leadership of Electromed, Dr. Cassidy will focus his efforts in Engineering, Product Development, Regulatory and Manufacturing, areas in which he has particular expertise.

“Jim is an individual of much goodwill and maturity whom I believe will make a very important contribution as a new resource and friend to all of us at Electromed,” said Robert Hansen, Chairman and CEO of Electromed, Inc. “He will be a strong contributor toward making Electromed, Inc. a larger and stronger company, but he will also help fortify the values and history upon which its foundations rest.”

Dr. Cassidy has more than twenty years of international management experience in the medical device industry. He has been the CEO of successful startup companies in the United States and Europe, as well as Vice President of Development for ApaTech, Ltd. and Chief Operating Officer of Vertebral Technologies, Inc. In 2010, James founded TransAtlantic Medical Device Consulting, LLC, offering business development and technology assessment consulting to the medical device industry. His management experience includes product and business development, regulatory affairs, clinical trials, and operations. He has a doctorate in Biomedical Engineering from Case Western Reserve University and MBA from the University of Memphis.

“I am very pleased to be joining Electromed at this key point in its evolutionary growth. I look forward to working with Bob Hansen and the employees of Electromed to drive product innovation, sales growth, and profitability,” said Dr. Cassidy.

About Electromed, Inc.

Electromed, Inc., founded in 1992 and headquartered in New Prague, Minnesota, manufactures, markets, and sells products that provide airway clearance therapy, including the SmartVest® Airway Clearance System and related products, to patients with compromised pulmonary function. Further information about the Company can be found at www.Electromed.com.

Cautionary Statements

Certain statements found in this release may constitute forward-looking statements as defined in the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements reflect the speaker's current views with respect to future events and financial performance and include any statement that does not directly relate to a current or historical fact. The forward-looking statements in this release include those relating to the Company's future growth, profitability and innovation of the Company's products. Forward-looking statements and the Company's expectations regarding gross margins, and can generally otherwise be identified by the words "believe," "expect," "anticipate" or "intend" or similar words. Forward-looking statements cannot be guaranteed and actual results may vary materially due to the uncertainties and risks, known and unknown, associated with such statements. Examples of risks and uncertainties for Electromed include, but are not limited to, the impact of emerging and existing competitors, the effectiveness of our sales and marketing initiatives, changes to reimbursement programs, as well as other factors described from time to time in our reports to the Securities and Exchange Commission (including our Annual Report on Form 10-K). Investors should not consider any list of such factors to be an exhaustive statement of all of the risks, uncertainties or potentially inaccurate assumptions investors should take into account when making investment decisions. Shareholders and other readers should not place undue reliance on "forward-looking statements," as such statements speak only as of the date of this release.
