
**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): December 31, 2008

ANSYS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

0-20853
(Commission File Number)

04-3219960
(I.R.S. Employer
Identification No.)

275 Technology Drive, Canonsburg, PA
(Address of Principal Executive Offices)

15317
(Zip Code)

(Registrant's Telephone Number, Including Area Code) (724) 746-3304

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 December 31, 2008, ANSYS, Inc. (the "Company") and J. Christopher Reid entered into a new employment offer letter (the "Offer Letter"), pursuant to which Mr. Reid will be employed by the Company as its Vice President of Business Development and will no longer serve as the Company's Vice President of Marketing.

Mr. Reid also agreed to terminate his Employment Agreement, effective as of December 31, 2008, pursuant to a letter agreement by and between the Company and Mr. Reid (the "Letter Agreement"). In consideration of such termination, the Company will pay Mr. Reid \$147,500 CAD, which, as of the date of the Letter Agreement, was equal to approximately US\$121,000, less any applicable taxes or withholdings.

The foregoing description of each of the Offer Letter and the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the Offer Letter and the Letter Agreement which are filed as Exhibits 10.1 and 10.2 hereto, respectively, and are incorporated into this report by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Offer Letter, dated December 31, 2008, between ANSYS, Inc. and J. Christopher Reid
- 10.2 Letter Agreement, dated December 31, 2008, between ANSYS, Inc. and J. Christopher Reid

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.

ANSYS, INC.

Date: January 7, 2009

By: /s/ Sheila S. DiNardo

Name: Sheila S. DiNardo

Title: Vice President, General Counsel and Secretary

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Offer Letter, dated December 31, 2008, between ANSYS, Inc. and J. Christopher Reid
10.2	Letter Agreement, dated December 31, 2008, between ANSYS, Inc. and J. Christopher Reid

[ANSYS LETTERHEAD]

December 31, 2008

J. Christopher Reid
15 Pineneedle Drive
Aurora, Ontario
Canada
L4G 4Y8

Dear Chris:

Welcome to the ANSYS Worldwide Sales and Support and Services Team! As you know, we are an organization on the move. Strong financial performance, best of breed engineering simulation software and technologies and positive company character have earned ANSYS, Inc. recognition and respect from our customers, partners, competitors and employees!

We are pleased to offer you the full-time position of Vice President of Business Development in the Worldwide Sales and Support and Services organization, reporting to Joe Fairbanks. Your expected start date will be January 1, 2009. See Job Description attached to this Offer Letter as Exhibit A.

Joe will assist you in becoming a part of the Worldwide Sales and Support and Services Team. Together, you will establish your objectives for your first year. Joe will also conduct your annual performance review.

Your base salary will be 222,000 CAD, paid semi-monthly, and your position is classified as exempt. In addition to your base salary, you are eligible to participate in a Variable Compensation Plan, paid quarterly, which has the potential to pay out 148,000 CAD annually. The details of this Variable Compensation Plan are attached as Exhibit B.

As agreed, for the first year of your employment as Vice President of Business Development, ANSYS will provide you a non-recoverable draw. The monthly amount (2000 CAD) will be payable to you only for the period of January 1, 2009 through December 31, 2009, and will be offset against your quarterly Variable Compensation Plan payments.

You are also eligible for a grant of options to purchase shares of common stock of ANSYS, Inc. expected in mid-February. This grant is subject to approval by the Compensation Committee of the ANSYS Board of Directors and requires that you sign a Stock Option Agreement. These stock options will have a four-year vesting schedule. The exercise price for the shares will be market value on the grant date.

You will continue to participate in the ANSYS Canada Ltd. employee benefits program that you currently participate in now in your role of Vice President of Marketing.

In addition, you will continue to participate in your current vacation plan. As you also know, ANSYS currently offers ten (10) company-paid holidays per year: New Year's Day, Good Friday, Victoria Day, Family Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

As a pre-condition to employment, you will be required to review, complete and sign the ANSYS Intellectual Property Protection Agreement that is included with this offer as Exhibit C.

Finally, as we discussed to close out your position as Vice President of Marketing as of December 31, 2008, ANSYS has agreed to pay you for your performance in that role the following: a Q3 bonus equal to 17,500 CAD; a Q4 bonus equal to 17,500 CAD; and a Year End FY 2008 bonus equal to 20,000 CAD.

Chris, we appreciate your consideration of our offer of employment and are looking forward to having you join Joe's team. Please acknowledge your acceptance of our offer by signing and returning one copy of this letter no later than December 31, 2008.

Sincerely,

Elaine V. Keim
Vice President, Human Resources

I have read and understand the offer of employment, and the offer is accepted.

/s/ J. Christopher Reid
J. Christopher Reid

December 31, 2008
Date

[ANSYS LETTERHEAD]

December 31, 2008

Mr. J. Christopher Reid
Vice President, Marketing
ANSYS Canada, Ltd.
554 Parkside Drive
Waterloo, Ontario
N2L 5Z4 Canada

Re: Employment Agreement Termination

Dear Chris:

You are party to an Employment Agreement dated February 20, 2003 pursuant to which your duties were reassigned by letter agreement dated May 1, 2006 (collectively "Employment Agreement"). A copy of the Employment Agreement is attached as Appendix A.

This letter confirms that you have agreed to terminate the Employment Agreement effective December 31, 2008.

In consideration of your agreement to terminate the Employment Agreement, you will be paid \$147,500 CAD less applicable tax and other withholdings. This payment will be made on or before the first payroll date following your execution of this letter.

Please sign below to indicate your agreement with the termination of the Employment Agreement and the terms of this letter.

Sincerely,

James E. Cashman III
Director, ANSYS Canada, Ltd.
President and Chief Executive Officer
ANSYS, Inc.

Enclosure: Employment Agreement

/s/ J. Christopher Reid
Signature – J. Christopher Reid

December 31, 2008
Date