

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 10, 2012

JACK HENRY & ASSOCIATES, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

0-14112
(Commission File Number)

43-1128385
(IRS Employer Identification No.)

663 Highway 60, P.O. Box 807, Monett, MO 65708
(Address of Principle Executive Offices)
(Zip Code)

417-235-6652
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, 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))

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

The Compensation Committee of the Board of Directors (the "Board of Directors") of Jack Henry & Associates, Inc. (the "Company") has approved a new form of performance share award agreement ("Performance Share Agreement") for performance-based awards ("Performance Shares") for use under the Jack Henry & Associates, Inc. Restricted Stock Plan (the "Plan"). The form of Performance Share Agreement provides for "double-trigger" early vesting of the target number of Performance Shares in the event of a change of control, upon termination of employment if employment is terminated by the Company without cause or by the grantee for good reason, in each case within 90 days before or two years after a change of control.

On September 10, 2012, John F. Prim, the Company's Chief Executive Officer, Tony L. Wormington, the Company's President, Kevin D. Williams, the Company's Chief Financial Officer, and Mark S. Forbis, the Company's Vice President and Chief Technology Officer, each received awards of Performance Shares pursuant to the form of Performance Share Agreement, in amounts set forth below:

John F. Prim	55,085
Tony L. Wormington	19,280
Kevin D. Williams	15,424
Mark S. Forbis	6,516

The foregoing description of the Performance Share Agreement is qualified in its entirety by reference to the form attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Performance Shares Agreement Under the Jack Henry & Associates, Inc. Restricted Stock Plan

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.

JACK HENRY & ASSOCIATES, INC.

(Registrant)

Date: September 12, 2012

/s/ Kevin D. Williams

Kevin D. Williams

Chief Financial Officer and Treasurer

INDEX TO EXHIBITS

Exhibit Description

10.1 Form of Performance Shares Agreement Under the Jack Henry & Associates, Inc. Restricted Stock Plan

**PERFORMANCE SHARES AGREEMENT
UNDER THE
JACK HENRY & ASSOCIATES, INC. RESTRICTED STOCK PLAN**

THIS AGREEMENT is made as of the ____ day of _____, 20__, and is between Jack Henry & Associates, Inc., a Delaware corporation (hereinafter called the "Company"), and _____ (hereinafter called "Awardee").

WHEREAS, the Board of Directors of the Company ("Board") has adopted the Jack Henry & Associates, Inc. Restricted Stock Plan ("Plan") pursuant to which performance shares ("Performance Shares") may be granted to employees of the Company; and

WHEREAS, the Company desires to make a Performance Shares grant to Awardee ("Award") under the terms hereinafter set forth and pursuant to which shares of the Company's Common Stock are eligible to be issued to Awardee;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties to this Agreement agree as follows:

1. Award Subject to Plan. This Award is made under and is expressly subject to all the terms and provisions of the Plan, a copy of which Awardee acknowledges has been given to Awardee, and which Plan's terms are incorporated herein by reference. Awardee agrees to be bound by all the terms and provisions of the Plan. Terms not defined herein shall have the meaning ascribed thereto in the Plan.

2. Grant of Award. Pursuant to the action of the Board, which action was taken on _____, 20__ ("Date of Award"), the Company awards to Awardee _____ (_____) Performance Shares, as determined pursuant to the terms and conditions set forth in this Agreement and including Appendix A hereto. Each Performance Share shall initially be deemed to be the equivalent of one share of Common Stock; provided, however, that certain levels of achievement may result in settlement of less than one, or more than one, share of Common Stock (or its cash equivalent) for each Performance Share. In the sole discretion of the Board, the Company may elect to settle a Performance Share for cash with a cash payment equal to the fair market value of each Performance Share the Board elects to settle for cash.

3. Restrictions. Except as may be permitted under the Plan or by the Board, none of Awardee's rights to payment hereunder are transferable by sale, assignment, disposition, gift, exchange, pledge, hypothecation, or otherwise. Any attempted disposition of any of Awardee's rights hereunder, or the levy of any execution, attachment or similar process upon any of the Performance Shares prior to settlement, shall be null and void and without effect. Holding Performance Shares does not give Awardee the rights of a shareholder (including without limitation the right to vote or receive dividends or other distributions) with respect to shares of Common Stock underlying the Performance Shares that the Company may issue under the terms and conditions of this Agreement.

4. Settlement, Forfeiture and Share Issuance.

(a) Appendix A Performance Measures. The performance measures applicable to the Performance Shares (the "Performance Measures") are set forth in Appendix A to this Agreement. By accepting the terms and conditions of this Agreement, Awardee shall be deemed to have consented to Appendix A, and at all times, Appendix A, its Performance Measures, terms and conditions are incorporated herein by reference. The Performance Measures relate to the Company's 2013, 2014 and 2015 fiscal years (each a "Performance Year", and collectively the "Performance Period"). Appendix A also sets forth the "Scheduled Settlement Date", which, if it occurs due to achievement of one or more of the Performance Measures, shall follow the meeting of the Compensation Committee of the Company's Board of Directors (the "Committee") at which the applicable level of performance goal achievement is determined for Award purposes ("Applicable Committee Meeting"). At the Applicable Committee Meeting following the 2015 Performance Year, the Committee shall conduct an objective analysis as to whether one or more of the Performance Measures have been satisfied. If one or more of such Performance Measures have been satisfied, the Committee shall certify such achievement ("Certification") and instruct the Company to begin the Performance Shares settlement process.

(b) Performance Settlement.

(i) The Performance Shares shall be settled in connection with Certification (as provided in Appendix A, but no earlier than any Scheduled Settlement Date). Settlement shall not occur if Certification does not occur at the Applicable Committee Meeting in 2015 (the "Deadline"), and if Certification does not occur by the Deadline, no Performance Shares shall be settled and all of Awardee's rights under this Agreement shall be forfeited as of the Deadline.

(ii) To the extent that the settlement of Performance Shares would result in the issuance of one or more shares in excess of the limitations set forth in Section 6(b) of the Plan (which relates to the terms and conditions for satisfaction of the performance-based compensation exception to Section 162(m) of the Internal Revenue Code, as amended (the "Code")), issuance of such excess shares shall be delayed until the first taxable year in which the delivery of such shares can be made in accordance with Section 6(b) of the Plan and the tax deduction for such payment will not be barred by application of Code section 162(m).

(iii) To the extent permissible under the Plan, the Committee, in its sole discretion, may elect to settle one or more Performance Shares by making a cash payment to Awardee in an amount equal to the then fair market value of the share of Common Stock underlying the Performance Share being settled, less any amounts necessary to satisfy the Company's tax withholding obligations.

(c) Other Settlement.

(i) *Effect of Change in Control on Settlement.* If any of the events constituting a Change in Control of the Company shall have occurred and the Awardee's employment with the Company is terminated by the Company within the period commencing 90 days prior to, and ending two years following such Change in Control (the "Applicable Period"), all Performance Shares shall be settled, regardless of whether one or more Performance Measures are achieved; provided, however, that the Performance Shares shall not be settled pursuant to the prior clause in the event of (a termination by the Company for "Cause" (as hereinafter defined). If any of the events constituting a Change in Control of the Company shall have occurred and the Awardee terminates his employment during the Applicable Period for "Good Reason" (as hereinafter defined), all Performance Shares shall be settled. If there is an event pursuant to which Performance Shares shall be settled pursuant to this Section 4(c)(i), settlement of the Performance Shares shall occur as if goal achievement occurred at the Target level of goal achievement and as soon as practicable following the later to occur of the Change in Control or the termination of Awardee's employment, but in no event later than the 90th day following the later to occur of such events, and in no event shall Awardee have any discretion to direct when the Performance Shares shall be settled.

(ii) For purposes of this Award, "Cause" shall mean (A) failure of the Awardee to adequately perform his duties assigned by the Board; or (B) any act or acts of gross dishonesty or gross misconduct on the Awardee's part which result or are intended to result directly or indirectly in gain or personal enrichment at the expense of the Company or its subsidiaries to which the Awardee is not legally entitled. For purposes of this Award, "Good Reason" shall mean (w) a material diminution of the Awardee's authority, duties or responsibilities from those being exercised and performed by the Awardee immediately prior to the Change of Control; (x) a transfer of the Awardee to a location which is more than 75 miles away from the location where the Awardee was employed immediately prior to the Change of Control, (y) a material diminution in the rate of the Awardee's annual salary below his rate of annual salary immediately prior to the Change of Control; or (z) a material breach by the Company of any incentive award agreement covering the Awardee; provided, however, that Good Reason shall not be deemed to exist unless the Awardee has first provided notice to the Company of the existence of one of the events described above within a period of 90 days from the initial existence of the event, and after such notice the Company has been provided a period of 30 days to eliminate the existence of Good Reason.

(iii) *Effect of Death, Incapacity and Retirement on Settlement.* Upon Awardee's death or termination of employment due to Incapacity or "Retirement", no forfeiture or accelerated settlement of the Performance Shares shall occur (except as provided in Section 4(c)(i) above). Rather, on the Scheduled Settlement Date following the Applicable Committee Meeting, if Certification occurs, a pro

rata portion of the Performance Shares subject to this Agreement shall be settled based on the period of time in the Performance Period that elapsed prior to Awardee's termination of employment.

The pro rata portion of the Performance Shares being settled shall be determined by (A) dividing the aggregate number of Performance Shares Awardee would have been entitled to receive had he or she been employed through the end of the Performance Period by 3 (i.e., the number of calendar years in the Performance Period), and then (B) multiplying the quotient obtained in (A) by the number of whole years elapsed from the commencement of the 2013 fiscal year to the date of Awardee's death or termination of employment due to Incapacity or Retirement. For purposes of this pro rata calculation, Awardee must have been actively employed as a full-time employee for an entire calendar year in the Performance Period to receive credit that that year.

For purposes of this Agreement, a "Retirement" means an Awardee's termination of employment for the express reason of retirement, as determined by the Board or Committee in its sole discretion, either (A) following a minimum of thirty (30) years of employment with the Company or (B) on or after age 57 and following a minimum of fifteen (15) years of employment with the Company. Unless otherwise determined by the Board or the Committee, Awardee must have been actively employed as a full-time employee for an entire calendar year to receive credit for such year of employment for purposes of this definition of "Retirement."

d. Forfeiture. Subject to the other provisions of this Section 4, all rights relating to any non-settled Performance Shares shall be forfeited if either (A) Certification does not occur prior to or on the Deadline, or (B) Awardee ceases to be employed by the Company during the Performance Period (except as provided in Section 4(c) above). Awardee is not deemed to have terminated employment through, and Awardee's rights relating to the Performance Shares shall not be forfeited solely as a result of, any change in Awardee's duties or position or Awardee's temporary leave of absence approved by the Company. Upon any such forfeiture, under no circumstances will the Company be obligated to make any payment to Awardee, and no shares of Common Stock shall be issued, as a result of such forfeited Performance Shares.

e. Share Issuance. Except as otherwise provided herein, upon the settlement of a specific number of Performance Shares for shares of Common Stock as provided in Paragraphs 4(b) or (c), the Company shall issue a corresponding number of shares of Common Stock to Awardee on the Settlement Date, provided that tax withholding obligations have been satisfied as provided in Section 5. The Company's transfer agent may issue shares of Common Stock in certificated or book entry form as determined by the Company's Corporate Secretary. Upon issuance of the Shares, Awardee shall have all rights of a shareholder with respect thereto including the right to vote and receive all dividends or other distributions made or paid with respect to the shares of Common Stock.

f. Payments to Third Party. Upon death of Awardee followed by a valid written request for payment, the shares of Common Stock, to the extent eligible to be issued, shall be issued as soon as administratively practical to Awardee's beneficiary named in a written beneficiary designation filed with the Company's Corporate Secretary on a form for the Plan or, if there is no such designated beneficiary, to Awardee's executor or administrator or other personal representative acceptable to the Corporate Secretary. Any request to pay any person or persons other than Awardee shall be accompanied by such documentation as the Company may reasonably require, including without limitation, evidence satisfactory to the Company of the authority of such person or persons to receive the payment.

5. Tax Withholding. Awardee understands and agrees that, at the time any tax withholding obligation arises in connection with the issuance of a share of Common Stock or, if permitted under the Plan, a cash payment, the Company may withhold, in shares of Common Stock if a valid election applies under this Section 5 or in cash from payroll or other amounts the Company owes or will owe Awardee, any applicable withholding, payroll and other required tax amounts due upon the issuance of shares of Common Stock or cash payment. Tax withholding may be made by any means permitted under the Plan, as approved by the Committee, and as permitted under the law. The valuation of the Performance Shares, and any shares of Common Stock that the Company may issue attributable to Performance Shares, for tax and other purposes shall be determined in accordance with all applicable laws and regulations. In the absence of the satisfaction of tax obligations, the Company may refuse to issue shares of Common Stock or make any other payment hereunder.

6. Dividends and Voting. Prior to a Performance Share settlement date, Awardee shall have no right to receive any dividends or dividend equivalent payments with respect to the Performance Shares. Awardee will have no voting rights with respect to any of the Performance Shares.

7. Administration. This Award has been made pursuant to a determination made by the Board, or a committee authorized by the Board, subject to the express terms of this Agreement, and the Board or such committee shall have plenary authority to interpret any provision of this Agreement and to make any determinations necessary or advisable for the administration of this Agreement and may waive or amend any provisions hereof in any manner not adversely affecting the rights granted to Awardee by the express terms hereof.

8. No Right to Continued Service. Nothing in this Agreement shall be deemed to create any limitation or restriction on such rights as the Company otherwise would have to terminate the employment of Awardee.

9. Choice of Law. This Agreement shall be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Agreement to the substantive law of another jurisdiction. Awardee is deemed to submit to the exclusive jurisdiction and venue of the federal or state courts of Missouri to resolve any and all issues that may arise out of or relate to this agreement.

The Company has caused this Agreement to be executed on its behalf, and Awardee has signed this Agreement to evidence Awardee's acceptance of the terms hereof, all as of the date first above written.

JACK HENRY & ASSOCIATES, INC.

By:

Title:

AWARDEE

Name:

