

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K/A

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **January 12, 2016**

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
(I.R.S. Employer
Identification No.)

663 Highway 60, P.O. Box 807
Monett, Missouri 65708
(Address of principal executive office) (Zip Code)

(417) 235-6652
(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))

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

Jack Henry & Associates, Inc. (the "Company") is filing this amendment to its Current Report on Form 8-K filed on January 12, 2016, which reported a transition plan for the appointment of David B. Foss as President and Chief Executive Officer of the Company, and the resignation of John F. Prim from his role as Chief Executive Officer and assumption of the role of Executive Chairman of the Company. Pursuant to this transition plan, Mr. Foss and Mr. Prim were appointed to their new roles effective on July 1, 2016.

In connection with his appointment as President and Chief Executive Officer, Mr. Foss received effective July 1, 2016 (a) a base annual salary of \$600,000, (b) a target incentive bonus opportunity under the Company's annual incentive plan for fiscal 2017 in an amount equal to 100% of his annual base salary, and (c) equity awards made pursuant to the Company's 2015 Equity Incentive Plan consisting of (i) stock options with a grant date value of \$500,000, which award cliff-vests three years from the date of grant, and (ii) restricted stock with a grant date value of \$500,000, which award cliff-vests three years from the date of grant.

On July 1, 2016, Mr. Prim received a special equity award grant pursuant to the Company's 2015 Equity Incentive Plan consisting of restricted stock with a grant date value of \$1,000,000, which award will cliff-vest two years from the date of grant.

Copies of the forms of option award and restricted stock agreements used in connection with the above-described awards are attached as Exhibits 10.58 and 10.59, respectively.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

- 10.58 Form of Nonqualified Stock Option Agreement under the Jack Henry & Associates, Inc. 2015 Equity Incentive Plan
- 10.59 Form of Restricted Stock Agreement under the Jack Henry & Associates, Inc. 2015 Equity Incentive 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: July 1, 2016

By: /s/ Kevin D. Williams
Kevin D. Williams
Chief Financial Officer and Treasurer

**JACK HENRY & ASSOCIATES, INC.
2015 EQUITY INCENTIVE PLAN**

NONQUALIFIED STOCK OPTION AGREEMENT

Date of Grant: _____

Number of Shares
Which Option Relates _____

Option Exercise Price per Share: \$ _____
(Representing 100% of the Fair Market Value on the Date of
Grant)

This Award Agreement dated as of _____, is made by and between Jack Henry & Associates, Inc., a Delaware corporation (the "Company"), and _____ (the "Optionee").

RECITALS:

A. Effective November 10, 2015, the Company's stockholders approved the Jack Henry & Associates, Inc. 2015 Equity Incentive Plan (the "Plan") pursuant to which the Company may, from time to time, grant options to eligible Service Providers of the Company and its Affiliates to purchase shares of the Company's common stock.

B. The Optionee is an employee of the Company or one of its Affiliates and the Company desires to grant to the Optionee a nonqualified stock option to purchase shares of the Company's common stock on the terms and conditions reflected in this Award Agreement, the Plan and as otherwise established by the Committee.

AGREEMENT:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Plan. All provisions of this Award Agreement and the rights of the Optionee are subject in all respects to the provisions of the Plan and the powers of the Committee therein provided. Capitalized terms used in this Award Agreement but not defined will have the meaning set forth in the Plan.

2. Grant of Nonqualified Stock Option. As of the Date of Grant identified above, the Company grants the Optionee, subject to this Award Agreement and the Plan, the right, privilege and option (the "Option") to purchase, in one or more exercises, all or any part of that number of Shares of Stock identified above opposite the heading "Number of Shares to Which Option Relates", at the per Share price specified above opposite the heading "Option Exercise Price per Share".

3. Consideration to the Company. In consideration of the granting of this Option by the Company, the Optionee agrees to render faithful and efficient services as an employee of the Company. Nothing in this Award Agreement or in the Plan will confer upon the Optionee any right to continue as an employee of the Company or will interfere with or restrict in any way the rights of the Company, which are hereby expressly reserved, to terminate the Optionee employment with the Company at any time for any reason whatsoever, with or without cause.

4. Exercisability/Vesting of Option. Except as may otherwise be permitted under the Plan, during the Optionee's lifetime, this Option may be exercised only by the Optionee. This Option, except as specifically provided elsewhere under the terms of the Plan, shall vest and become exercisable on the ____ (___) anniversary of the Date of Grant. Notwithstanding the above Option vesting schedule, this Option will become fully exercisable upon the Optionee's death or Disability provided the Option has not otherwise expired, been cancelled or terminated.

5. Method of Exercise. Provided this Option has not expired, been terminated or cancelled in accordance with the terms of the Plan, the portion of this Option which is otherwise exercisable pursuant to Section 4 may be exercised in whole or in part, from time to time by delivery to the Chief Financial Officer of the Company or his or her designee a written notice which will:

(a) set forth the number of Shares with respect to which the Option is to be exercised;

(b) if the person exercising this Option is not the Optionee, be accompanied by satisfactory evidence of such person's right to exercise this Option; and

(c) be accompanied by payment in full of the Option Exercise Price in the form of cash, or a certified bank check made payable to the order of the Company or any other means allowable under the Plan which the Company in its sole discretion determines will provide legal consideration for the Shares.

6. Expiration of Option. Unless terminated earlier in accordance with the terms of this Award Agreement or the Plan, the Option granted herein will expire at 5:00 P.M., Central Time, on the 10th Anniversary of the Date of Grant (the "Expiration Date"). If the Expiration Date is a day on which the Company is not open for business, then the Option granted herein will expire, unless earlier terminated in accordance with the terms of this Award Agreement or the Plan, at 5:00 P.M., Central Time, on the first business day before such Expiration Date.

7. Effect of Separation from Service. If the Optionee ceases to be an employee of the Company for any reason, including cessation by death or Disability, the effect of such termination of employment on all or any portion of this Option is as provided below. Notwithstanding anything below to the contrary, in no event may the Option be exercised after the Expiration Date.

(a) If the Optionee's employment is terminated for Cause, the Option will immediately be forfeited as of the time of such removal.

(b) If the Optionee ceases to be an employee of the Company due to the Optionee's resignation or termination of employment by the Company not for Cause and other than on account of death or Disability, the portion of this Option which was otherwise exercisable pursuant to Section 4 on the date of such termination of employment may be exercised by the Optionee at any time prior to 5:00 P.M., Central Time, on the 90th day following the effective

date of the Optionee's termination. If such 90th day is not a business day, then the Option will expire at 5:00 P.M., Central Time, on the first business day immediately following such 90th day.

(c) If the Optionee ceases to be an employee of the Company due to death or Disability, the portion of this Option which was otherwise exercisable pursuant to Section 4 on the date of death or termination of employment due to disability may be exercised by the Optionee at any time prior to 5:00 P.M., Central Time, on the first anniversary following the date of death or termination of employment due to disability. If such first anniversary is not a business day, then the Option will expire at 5:00 P.M., Central Time, on the first business day immediately following such first anniversary.

8. Notices. Any notice to be given under the terms of this Award Agreement to the Company will be addressed to the Company at Jack Henry & Associates, Inc., 663 Highway 60, P.O. Box 807, Monett, Missouri 65708, and any notice to be given to the Optionee will be addressed to him or her at the address given beneath his or her signature hereto. By a notice given pursuant to this Section 8, either party may hereafter designate a different address for notices to be given to him or her. Any notice which is required to be given to the Optionee will, if the Optionee is then deceased, be given to the Optionee's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 8. Any notice will be deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

9. Nontransferability. Except as otherwise provided in this Award Agreement or in the Plan, the Option and the rights and privileges conferred hereby are not transferable except by will or pursuant to the laws of descent and distribution and will not be subject to execution, attachment, or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the Option, or of any right or privilege conferred hereby (except by will or pursuant to the laws of descent and distribution), or upon the levy of any attachment or similar process upon the rights and privileges conferred hereby, contrary to the provisions hereby, this Option and the rights and privileges conferred hereby will immediately become null and void.

10. Status of Optionee. The Optionee shall not be deemed a stockholder of the Company with respect to any of the Shares subject to this Option, except for those Shares that have been purchased and issued to him or her. The Company shall not be required to issue or transfer any certificates for Shares purchased upon exercise of this Option until all applicable requirements of law have been complied with and, if applicable, such Shares shall have been duly listed on any securities exchange on which the Shares may then be listed.

11. Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

12. Amendment. This Award Agreement may be amended only by a writing executed by the parties hereto which specifically states that it is amending this Award Agreement.

13. Governing Law. The laws of the State of Delaware will govern the interpretation, validity and performance of the terms of this Award Agreement regardless of the law that might be applied under principles of conflicts of laws. Optionee 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 Award Agreement.

14. Tax Withholding. The Company's obligations to issues Shares in connection with any Option exercise is subject to the Optionee's satisfaction of all applicable federal, state and local income and other tax (including Social Security and Medicare taxes) withholding requirements. The Optionee agrees to make appropriate arrangements with the Company for satisfaction of any such withholding requirements. Unless specifically denied by the Committee, Optionee may elect to satisfy tax withholding amounts by electing to either transfer to the Company Shares having a Fair Market Value on the withholding date equal to the amount elected to be withheld by the Optionee or having Shares withheld from the issuance upon an Option exercise. Any withholding obligations satisfied through the withholding of Shares shall be in accordance with any rules or established procedures for election by Optionee, the timing of any elections, the irrevocability of any elections, or any special rules relating to Optionee if Optionee is an officer or trustee of the Company within the meaning of Section 16 of the 1934 Act.

15. Clawback Policy. The Options may be subject to certain provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank") or any other compensation clawback policy that is adopted by the Committee and that will require the Company to be able to claw back compensation paid to its executives under certain circumstances. Optionee acknowledges that the Options may be clawed back by the Company in accordance with any policies and procedures adopted by the Committee in order to comply with Dodd Frank or as set forth in this Award Agreement.

16. Entire Agreement and Binding Effect. This Award Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof. Except as expressly stated herein to the contrary, this Award Agreement will be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

[Signature page follows]

This Award Agreement has been executed and delivered by the parties hereto.

The Company: The Optionee:

Jack Henry & Associates, Inc.

By: _____

Name: _____

Title: _____ Address of the Optionee:

**JACK HENRY & ASSOCIATES, INC.
2015 EQUITY INCENTIVE PLAN**

RESTRICTED STOCK AGREEMENT

Date of Grant: _____

Number of Restricted Shares Granted _____

This Award Agreement dated _____, is made by and between Jack Henry & Associates, Inc., a Delaware corporation (the "Company"), and _____ ("Participant").

RECITALS:

A. Effective November 10, 2015, the Company's stockholders approved the Jack Henry & Associates, Inc. 2015 Equity Incentive Plan (the "Plan") pursuant to which the Company may, from time to time, grant Shares of Restricted Stock to eligible Service Providers of the Company and its Affiliates.

B. Participant is a Service Provider of the Company or one of its Affiliates and the Company desires to encourage him/her to own Shares and to give him/her added incentive to advance the interests of the Company, and desires to grant Participant shares of Restricted Stock of the Company under the terms and conditions established by the Committee.

AGREEMENT:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Plan. All provisions of this Award Agreement and the rights of Participant hereunder are subject in all respects to the provisions of the Plan and the powers of the Committee therein provided. Capitalized terms used in this Award Agreement but not defined shall have the meaning set forth in the Plan.

2. Grant of Restricted Stock. Subject to the conditions and restrictions set forth in this Award Agreement and in the Plan, the Company hereby grants to Participant that number of Shares of Restricted Stock identified above opposite the heading "Number of Restricted Shares Granted" (the "Restricted Shares").

3. Consideration to the Company. In consideration of the granting of this Award by the Company, Participant agrees to render faithful and efficient services as a service provider to the Company. Nothing in this Award Agreement or in the Plan will confer upon Participant any right to continue as an employee of the Company or will interfere with or restrict in any way the rights of the Company, which are hereby expressly reserved, to terminate Participant's employment with the Company at any time for any reason whatsoever, with or without cause.

4. Restrictions on Transfer/Vesting Date. Subject to any exceptions set forth in this Award Agreement or in the Plan, the Restricted Shares or the rights relating thereto may not be sold, transferred, gifted, bequeathed, pledged, assigned, or otherwise alienated or hypothecated, voluntarily or involuntarily, prior to the vesting date for such Restricted Shares (the "Vesting Date"), as identified below. On the Vesting Date, such restriction on transfer shall lapse and the Restricted Shares, if not previously

forfeited pursuant to Section 5 below, will become freely transferable under this Award Agreement and the Plan, subject only to such further limitations on transfer, if any, as may exist under applicable law or any other agreement binding upon Participant. Subject to any exceptions listed in this Award Agreement or in the Plan, the Restricted Shares shall become vested in accordance with the schedule set forth below:

<u>Anniversary of Date of Grant</u>	<u>Number/Percentage of Shares Vested</u>
___ Anniversary	___%

5. Forfeiture Prior to Vesting. Unless otherwise provided herein, if Participant's position as a Service Provider with the Company or any of its Affiliates is terminated prior to the Vesting Date for one or more of the Restricted Shares, Participant will thereupon immediately forfeit any and all unvested Restricted Shares, and the full ownership of such Restricted Shares and rights will revert to the Company. Upon such forfeiture, Participant shall have no further rights under this Award Agreement. For purposes of this Award Agreement, transfer of employment between the Company and any of its Affiliates (or between Affiliates) does not constitute a termination of Participant's position as a Service Provider. If Participant's position as a Service Provider with the Company or any of its Affiliates is terminated by the Company or any of its Affiliates prior to the Vesting Date and due to Participant's death or Disability, all restrictions on the Restricted Shares will lapse and cease to be effective, as of the date of Participant's termination as a Service Provider.

6. Issuance and Certificates. The Restricted Shares shall be issued in the name of Participant or a nominee of Participant as of the Date of Grant. To the extent the Company's Shares are issued in certificated form, one or more certificates representing the Restricted Shares shall bear a legend similar to the following:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE RESTRICTED SECURITIES AND SUBJECT TO CERTAIN CONDITIONS UNDER THE JACK HENRY & ASSOCIATES, INC. 2015 EQUITY INCENTIVE PLAN AND THE APPLICABLE RESTRICTED STOCK AWARD AGREEMENT PURSUANT TO WHICH THE SHARES WERE ISSUED. THESE SHARES ARE SUBJECT TO A RISK OF FORFEITURE AND CANNOT BE SOLD, DONATED, TRANSFERRED OR IN ANY OTHER MANNER ENCUMBERED EXCEPT IN ACCORDANCE WITH THE TERMS OF SUCH PLAN AND AWARD AGREEMENT, COPIES OF WHICH ARE AVAILABLE FOR INSPECTION AT THE PRINCIPAL OFFICE OF JACK HENRY & ASSOCIATES, INC.

7. Dividends and Voting. Participant is entitled to (i) receive all dividends, payable in stock, in cash or in kind, or other distributions, declared on or with respect to any Restricted Shares as of a record date that occurs on or after the Date of Grant hereunder and before any transfer or forfeiture of the Restricted Shares by Participant, provided that any such dividends paid in cash are to be held in escrow by the Company and, such cash dividends and distributions are to be subject to the same rights, restrictions on transfer and conditions regarding vesting and forfeiture as the Restricted Shares with respect to which such dividends or distributions are paid at the time of payment, and (ii) exercise all voting rights with respect to the Restricted Shares, if the record date for the exercise of such voting rights occurs on or after the Date of Grant hereunder and prior to any transfer or forfeiture of such Restricted Shares. In the event of forfeiture by Participant of any or all of the Restricted Shares or any of the equity securities distributed to Participant with respect thereto, Participant forfeit all cash dividends held in escrow and relating to the underlying forfeited Restricted Shares and must returned to the Company any distributions previously paid to Participant with respect to such Restricted Shares.

8. Tax Withholding; Withholding with Stock. The Company's obligations to release Shares from any restriction hereunder is subject to the Participant's satisfaction of all applicable federal, state and local income and other tax (including Social Security and Medicare taxes) withholding requirements. Unless specifically denied by the Committee, Participant may elect to pay any portion of the required tax withholding amounts (or greater amounts if permitted by the Committee) by electing to transfer to the Company, Shares having a Fair Market Value on the withholding date equal to the minimum amount (or greater amount if permitted by the Committee) elected to be withheld by the Participant. Any withholding obligations satisfied through the withholding of Shares shall be in accordance with any rules or established procedures for election by Participant including any rules or restrictions relating to the period of time any previously acquired Shares have been held or owned, the timing of any elections, the irrevocability of any elections, or any special rules relating to Participant if Participant is an officer or trustee of the Company within the meaning of Section 16 of the 1934 Act.

9. Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

10. Notice of I.R.C. Section 83(b) Election. If Participant makes an election under Section 83(b) of the Code (a "Section 83(b) Election"), Participant shall promptly notify the Company of such election and Participant shall be responsible for all reporting obligations to the Internal Revenue Service. Any such election must be made within thirty (30) days after the Date of Grant. If Participant elects to make a Section 83(b) Election, Participant shall provide the Company with a copy of an executed version and satisfactory evidence of the filing of the executed Section 83(b) Election with the US Internal Revenue Service. Participant agrees to assume full responsibility for ensuring that the Section 83(b) Election is actually and timely filed with the US Internal Revenue Service and for all tax consequences resulting from the Section 83(b) Election.

11. Amendment. This Award Agreement may be amended only by a writing executed by the parties hereto which specifically states that it is amending this Award Agreement.

12. Governing Law. The laws of the State of Delaware will govern the interpretation, validity and performance of this Award Agreement regardless of the law that might be applied under principles of conflicts of laws. Participant 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 Award Agreement.

13. Clawback Policy. The Restricted Shares may be subject to certain provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank") or any other compensation clawback policy that is adopted by the Committee and that will require the Company to be able to claw back compensation paid to its executives under certain circumstances. Participant acknowledges that the Restricted Shares may be clawed back by the Company in accordance with any policies and procedures adopted by the Committee in order to comply with Dodd Frank or as set forth in this Award Agreement.

14. Entire Agreement and Binding Effect. This Award Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof. Except as expressly stated herein to the contrary, this Agreement will be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

[Signature page follows]

This Award Agreement has been executed and delivered by the parties hereto.

The Company:

Participant:

JACK HENRY & ASSOCIATES, INC.

By: _____

Name:

Title:

Address of the Participant:
