

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): **August 20, 2010**

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.

On August 20, 2010, the Board of Directors (the "Board of Directors") of Jack Henry & Associates, Inc. (the "Company") adopted an amendment (the "Amendment") to the Jack Henry & Associates, Inc. Restricted Stock Plan (the "Plan"). The Plan was adopted by the Company in 2005. The Amendment provides for the issuance of restricted stock units, or RSUs, under the Plan. A restricted stock unit is the right to receive a share of the Company's common stock upon satisfaction of conditions specified by the Compensation Committee, which may be time-based or performance based, subject to certain restrictions contained in the Plan. The foregoing description of the Amendment is qualified in its entirety by reference to the Amendment, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

On August 19, 2010, the Compensation Committee of the Board of Directors also adopted a form of restricted stock unit award agreement for use under the Plan as amended by the Amendment. The form restricted stock unit agreement may be used for performance-based awards.

The executive officers of the Company named in its most recent Definitive Proxy Statement filed with the Securities and Exchange Commission may receive awards under the foregoing form of restricted stock unit award agreement.. The foregoing description of the restricted stock unit award agreement is qualified in its entirety by reference to the form attached hereto as Exhibit 10.2 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibits.

Exhibit Description

- | | |
|------|---|
| 10.1 | Amendment dated August 20, 2010 to the Jack Henry & Associates, Inc. Restricted Stock Plan |
| 10.2 | Form of Restricted Stock Unit Award Agreement for 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.

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

Date: August 24, 2010

**AMENDMENT TO
THE JACK HENRY & ASSOCIATES, INC. RESTRICTED STOCK PLAN**

THIS AMENDMENT, made and entered into this 20th day of August, 2010, by Jack Henry & Associates, Inc. (the "Corporation"), amends the Jack Henry & Associates, Inc. Restricted Stock Plan (the "Plan").

RECITALS:

- A. The Corporation adopted the Plan on November 1, 2005, for its employees.
- B. Pursuant to Section 9 of the Plan, the Board of Directors (the "Board") of the Corporation may make such modifications to the Plan as the Board shall deem advisable.
- C. The Board desires to amend the Plan to allow for the grants of restricted stock units in addition to grants of shares of restricted stock.

AMENDMENT:

Effective August 1, 2010, the Corporation hereby amends the Plan as follows:

1. Amended Definitions. The Plan's definition of "Award" is deleted in its entirety and replaced with the following new definition, and the following new definitions for "Restricted Stock" and "Restricted Stock Units" are added to the Plan.

"Award" means any grant of Restricted Stock or Restricted Stock Units under the Plan.

"Restricted Stock" means one or more shares of Common Stock granted under the Plan that are subject to those restrictions set forth therein and the Award Agreement.

"Restricted Stock Units" or "RSUs" means an Award granted under this Plan evidencing a Participant's right to receive shares of Common Stock at some future date and that is subject to those restrictions set forth therein and the Award Agreement.

2. Revised Section 3. The parenthetical reference in Section 3 of the Plan to the defined term "Restricted Stock" is deleted and the last sentence of Section 3 is also deleted in its entirety and replaced with the following sentence:

Subject to the adjustments described in Section 8, with respect to all Awards that may be granted to all Participants in any fiscal year of the Corporation, the number of shares of Common Stock that may be granted as Restricted Stock or that may be the subject of RSUs shall not exceed 500,000 shares.

3. Revised Section 6. Paragraphs c), d), e) and f) of Section 6 of the Plan shall be deleted in their entirety and replaced with the following paragraphs:

- c) Vesting. Any shares of Restricted Stock and any RSUs awarded under the Plan shall be nontransferable by the Participant during the period described in the Award Agreement. Any shares of Restricted Stock shall be subject to the risk of forfeiture described in the Award Agreement and any RSUs shall be settled at the time and under the conditions described in the Award Agreement. With respect to Restricted Stock, prior to the time shares become transferable, the shares of Restricted Stock shall bear a legend indicating their nontransferability. Unless otherwise provided in the Award Agreement, if the Participant ceases to be a Director or terminates employment with Corporation prior to the time a restriction lapses for Restricted Stock, the time an RSU has been settled, and/or if the performance criteria specified in the Award Agreement are not achieved, if applicable, the Participant shall forfeit any shares of Restricted Stock or any RSUs which are still subject to the restrictions at the time of termination of such employment or service, or expiration of the performance period. When an Award is granted, the Participant shall become vested in such shares or the RSUs shall be settled in accordance with the terms of the Award Agreement, which, except as otherwise provided in Section 6) b) with respect to performance-based Awards, shall generally provide for a graded vesting schedule. However, the Board may at any time accelerate the vesting schedule, in its sole discretion. Additionally, unless otherwise provided in the Award Agreement (i) in the event of a Change in Control or death or Incapacity of the Participant all previously

granted shares of Restricted Stock not yet free of the restrictions described herein shall become immediately free of such restrictions, and (ii) in the event of a Change in Control, all previously granted RSUs not yet settled in accordance with the conditions described herein shall immediately be settled.

- d) Timing of Awards. An Award shall be deemed to be made on the date on which the Board, by formal action of its members duly recorded in the records thereof, makes an award of shares of Restricted Stock or Restricted Stock Units to a Participant, provided that such Award is evidenced by an Award Agreement in the manner set forth in 6) a) above within a reasonable time after the date of the Board action. Notwithstanding the foregoing, the Board may, in the records of its formal action, designate a future date on which an Award shall be made.
- e) Conditions of Awards.
 - i) Restricted Stock. Restricted Stock may be granted in the form of shares of Common Stock registered in the name of the Participant but held by the Corporation or an escrow agent designated by the Corporation until the restrictions on the Award lapse, subject to forfeiture, as provided in the applicable Award Agreement. The Board, in the applicable Award Agreement, may, in its sole discretion, award all or any rights of a shareholder with respect to the shares of Restricted Stock during the period that they remain subject to restrictions, including without limitation, the right to vote the shares and receive dividends.
 - ii) RSUs. The Corporation shall establish an account ("RSU Account") on its books for each Participant who receives a grant of Restricted Stock Units. RSUs shall be credited to the Participant's RSU Account as of the grant date of such RSUs. RSU Accounts shall be maintained for recordkeeping purposes only, and the Corporation shall not be obligated to segregate or set aside assets representing securities or other amounts credited to RSU Accounts. The obligation to make distributions of securities or other amounts credited to RSU Accounts shall be an unfunded, unsecured obligation of the Corporation. Except as otherwise provided in an Award Agreement, if and whenever dividends are paid or distributions are made with respect to shares of Common Stock underlying RSUs, no dividend equivalents shall be credited to RSU Accounts on the RSUs credited thereto, and a Participant shall have no rights as a shareholder until actual shares of Common Stock are issued in connection with the settlement of the RSUs. The Corporation shall settle an RSU Account by delivering to the Participant (or his or her beneficiary) a number of shares equal to the whole number of shares of Common Stock underlying the RSUs then credited to the Participant's RSU Account; provided that any fractional shares underlying RSUs remaining in the RSU Account on the settlement date shall be distributed in cash in an amount equal to the fair market value of a share of Common Stock as of the settlement date multiplied by the remaining fractional RSUs, and provided further, that the Corporation may withhold from the number of shares of Common Stock eligible to be issued that number of shares having a value equal to or less than the minimum amount necessary for the Corporation to satisfy its tax withholding obligations arising from the settlement of the RSUs. Except as otherwise provided in an Award Agreement, the "settlement date" for all RSUs credited to a Participant's RSU Account and that otherwise have not been forfeited shall be the earlier of (i) when restrictions applicable to an Award of RSUs have lapsed, or (ii) as soon as administratively practical following a Change in Control.
- f) Requirements for Issuance. No shares of Common Stock will be issued or transferred pursuant to an Award unless and until all then applicable requirements imposed by federal and state securities and other laws, rules and regulations and by any regulatory agency having jurisdiction over the Corporation, the Common Stock or the Awards, or by any stock exchange or securities quotation system upon which the Common Stock may be listed, have been fully met. As a condition precedent to the issuance of shares of pursuant to the grant of an Award, the Corporation may require the Participant to take any reasonable action to meet such requirements.

4. Revised Section 8. Section 8 is hereby deleted in its entirety and replaced with the following new Section 8:

8. Adjustments. Notwithstanding any other provisions of the Plan, in the event of changes in the capitalization of the Corporation by reason of a recapitalization, merger, consolidation, split-up, stock split, combination or exchange of shares of stock and the like (each,

an "Adjustment Event"), (i) the aggregate number of shares of Common Stock available under the Plan will be appropriately adjusted by the Board such that the Adjustment Event does not adversely affect the rights of the Participants under the Plan, whose determination shall be conclusive and (ii) as necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, the Board shall appropriately and equitably substitute or adjust, as applicable, the number and kind of Shares that may be issued under this Plan upon settlement of any outstanding RSUs and other value determinations applicable to outstanding Awards; provided, in each case, that the number of shares of common stock subject to any Award denominated in shares of Common Stock shall always be a whole number.

In all other respects, the Plan shall remain in effect and following execution of this Amendment, the Plan shall be restated with the above changes incorporated therein.

JACK HENRY & ASSOCIATES, INC.

By: _____

**RESTRICTED STOCK UNIT AGREEMENT
UNDER
JACK HENRY & ASSOCIATES, INC. RESTRICTED STOCK PLAN
(Performance-Based RSUs)**

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 restricted stock and restricted stock units may be granted to employees of the Company; and

WHEREAS, the Company desires to make a restricted stock unit award to Awardee relating to _____ (_____) shares of the Company's Common Stock ("Award") under the terms hereinafter set forth;

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 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 _____ (_____) Restricted Stock Units (which directly relate to that same number of shares of Common Stock). Subject to the other terms and conditions of the Plan and this Agreement, settlement of each RSU as provided in Section 4 entitles Awardee to the issuance of one share of Common Stock, or, if permitted under the Plan and where the Board elects to settle an RSU for cash, a cash payment equal to the fair market value of the share underlying the RSU the Board elects to settle for cash.

3. Restrictions. Except as may be permitted under the Plan or by the Board, the RSUs are not transferable by sale, assignment, disposition, gift, exchange, pledge, hypothecation, or otherwise. Any attempted disposition of the RSUs, or the levy of any execution, attachment or similar process upon the RSUs prior to settlement, shall be null and void and without effect. Holding RSUs 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 RSUs 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 RSUs (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 2011, 2012 and 2013 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 financial results are determined for Award purposes ("Applicable Committee Meeting"). At the Applicable Committee Meeting following the 2013 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 RSU settlement process.

(b) Performance Settlement.

(i) The RSUs 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 2013 (the "Deadline"), and if Certification does not occur by the Deadline, all RSUs granted under this Agreement shall be forfeited as of the Deadline.

(ii) To the extent that the settlement of RSUs 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 an RSU 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 RSU 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.* Upon a Change in Control of the Company, all RSUs shall be settled, regardless of whether one or more Performance Measures are achieved. In such event, settlement of the RSUs shall occur as soon as practicable following the Change in Control, but in no event later than the 90th day following such event, and in no event shall Awardee have any discretion to direct when the RSUs shall be settled.

(ii) *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 RSUs shall occur. Rather, on the Scheduled Settlement Date following the Applicable Committee Meeting, if Certification occurs, a pro rata portion of the RSUs 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 RSUs being settled shall be determined by (A) dividing the aggregate number of RSUs 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 2011 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 non-settled RSUs 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. Awardee is not deemed to have terminated employment through, and the RSUs 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 RSUs.

e. Share Issuance. Except as otherwise provided herein, upon the settlement of a specific number of RSUs 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 RSUs, and any shares of Common Stock that the Company may issue attributable to RSUs, 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 an RSU settlement date, Awardee shall have no right to receive any dividends or dividend equivalent payments with respect to the RSUs. Awardee will have no voting rights with respect to any of the RSUs.

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: _____

