

PRUDENTIAL BANCORP, INC.

Form 8-K

December 30, 2015

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 28, 2015

Prudential

Bancorp,

Inc.

(Exact

name of

registrant

as

specified

in its

charter)

Pennsylvania

000-55084

46-2935427

(State or other jurisdiction (Commission File Number) (IRS Employer
of incorporation) Identification No.)

1834 West Oregon Avenue,

Philadelphia, Pennsylvania

19145

(Address of principal executive offices) (Zip
Code)

Registrant's telephone number, including area code (215) 755-1500

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 (see General Instruction A.2 below):

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

(a) Not applicable.

(b) Not applicable.

(c) Not applicable.

(d) Not applicable.

(e) As of November 28, 2015, Prudential Savings Bank (the "Bank"), the wholly owned subsidiary of Prudential Bancorp, Inc. (the "Company"), entered into a severance agreement (the "Severance Agreement") with Jack E. Rothkopf, Senior Vice President, Chief Financial Officer and Treasurer (the "Executive"). The Severance Agreement was approved by the Compensation Committee of the Board of Directors of the Bank. Mr. Rothkopf currently is party to an amended and restated employment agreement entered into with the Bank (the "Employment Agreement"), the term of which expires December 31, 2016. Under the provisions of the Severance Agreement, the initial term of the Severance Agreement commences January 1, 2017, which term is subject to one year extensions thereof commencing December 31, 2017.

In the event that the Executive's employment is terminated in connection with a change in control, as defined in the Severance Agreement, for other than cause, disability, retirement or death or the Executive terminates his employment as a result of certain adverse actions which are taken with respect to the Executive's employment (i.e., good reason) following a change in control, as defined, the Executive will be entitled to (i) a cash severance payment equal to two times his average annual cash compensation (salary and cash bonuses) based upon the five calendar years preceding the year in which the date of termination occurs, (ii) the maintenance until the earlier to occur of the passage of two years from the date of termination or until the Executive's full time employment with another employer (which provides substantially similar benefits), of the Executive's continued participation in all group insurance, life insurance, health, dental and accidental death and disability insurance plans at no cost to the officer, and (iii) a lump sum cash payment equal to the projected cost of providing the Executive with benefits for two years pursuant to other employee benefit plans (excluding retirement plans and stock compensation plans) in which the Executive was entitled to participate. In the event the Executive's continued participation in any group insurance plan is barred or would trigger the payment of an excise tax under Section 4980D of the Internal Revenue Code of 1986, or if any such group insurance plan is discontinued, then the Bank shall either (1) provide substantially similar benefits under an alternative plan or (2) pay a lump sum cash amount to the Executive equal to the projected cost of providing continued coverage to the Executive until the two-year anniversary of the Executive's date of termination. The severance benefits provided to the Executive pursuant to the Severance Agreement are consistent with the severance benefits provided in accordance with the terms of the Employment Agreement in connection with a termination in connection with a change in control.

The foregoing description is qualified in its entirety by reference to the Severance Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

(f) Not applicable.

Item 9.01 Financial Statements and Exhibits

(a) Not applicable.

(b) Not applicable.

(c) Not applicable.

(d) Exhibits

The following exhibit is included herewith.

Exhibit Number	Description
10.1	Severance Agreement between Prudential Savings Bank and Jack E. Rothkopf dated as of December 28, 2015

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 thereunto duly authorized.

PRUDENTIAL BANCORP, INC.

Date: December 30, 2015 By: /s/ Jack E. Rothkopf
Jack E. Rothkopf
Senior Vice President, Chief Financial
Officer and Treasurer

INDEX TO EXHIBITS

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