
**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): February 28, 2014

THE GEO GROUP, INC.
(Exact Name of Registrant as Specified in its Charter)

Florida
(State or Other Jurisdiction
of Incorporation)

1-14260
(Commission
File Number)

65-0043078
(IRS Employer
Identification No.)

621 NW 53rd Street, Suite 700, Boca Raton, Florida
(Address of Principal Executive Offices)

33487
(Zip Code)

Registrant's telephone number, including area code (561) 893-0101

N/A
(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 Instructions 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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Section 5 Corporate Governance and Management

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

(b), (e) On February 28, 2014, The GEO Group, Inc. (“GEO”) entered into an amendment to its employment agreement with Jorge Dominicus, its Senior Vice President, GEO Community Services, pursuant to which Mr. Dominicus will be transitioning out of the GEO business over the next two months (the “Amendment”). Mr. Dominicus will be departing GEO to become the President of Correct Care Solutions, LLC, a diversified correctional healthcare services provider, in connection with its purchase of GEO Care, LLC, a former wholly-owned subsidiary of GEO. Pursuant to the Amendment, GEO will pay Mr. Dominicus a total of \$28,732.70 for his continued services as Senior Vice President, GEO Community Services, during the transition period. After the conclusion of the two-month transition period, Mr. Dominicus’ employment with GEO will terminate. Following the termination of employment, Mr. Dominicus will remain as a consultant to GEO through March 31, 2016 (the “Consulting Period”), during which time he will be available to GEO for up to 10 hours per month. If Mr. Dominicus serves the full Consulting Period, he will be paid a total of \$69,000. Additionally, all of Mr. Dominicus’ unvested stock options, restricted shares and performance-based shares will continue to vest according to their terms as long as Mr. Dominicus continues to serve as a consultant during the Consulting Period.

GEO is developing its transition plan for Mr. Dominicus’ responsibilities over the next 60 day period prior to his departure and intends to discuss the plan on its first quarter earnings call in May 2014. During this period, GEO’s Community Services divisions will continue to be overseen by their respective Divisional Vice Presidents.

Section 8 Other Events

Item 8.01 Other Events

GEO also announced the promotion of David J. Venturella to Senior Vice President, Business Development with oversight of GEO’s business and proposal development efforts. Mr. Venturella joined GEO in 2012 with more than 26 years of experience in federal law enforcement operations and business development. In addition to a 22-year career in increasingly senior roles with U.S. Immigration and Customs Enforcement, Mr. Venturella previously served as Vice President of the Homeland Security Business Unit for USIS in Falls Church, Virginia, and as Director of Business Development for the Global Security and Engineering Services Unit with L-3 Communications in Chantilly, Virginia.

Section 9 Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Second Amended and Restated Senior Officer Employment Agreement, dated February 28, 2014, by and between The GEO Group, Inc. and Jorge A. Dominicus.

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.

THE GEO GROUP, INC.

March 6, 2014

Date

By: /s/ Brian R. Evans

Brian R. Evans

Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

EXHIBIT INDEX

**Exhibit
No.**

Description

10.1 First Amendment to Second Amended and Restated Senior Officer Employment Agreement, dated February 28, 2014, by and between The GEO Group, Inc. and Jorge A. Dominicus.

FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED
SENIOR OFFICER EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED SENIOR OFFICER EMPLOYMENT AGREEMENT (this "First Amendment") is entered into effective the 1st day of March, 2014, by and between The GEO Group, Inc., a Florida corporation (the "Company") and Jorge A. Dominicus (the "Employee").

WITNESSETH:

WHEREAS, the Company and the Employee (collectively, the "Parties") have previously entered into that certain Amended and Restated Senior Officer Employment Agreement effective as of December 17, 2008, and as amended by the First Amendment to Amended and Restated Senior Officer Employment Agreement, dated March 1, 2011 (collectively, the "Prior Employment Agreement"), which set forth the Parties' rights and obligations with respect to Employee's employment with the Company;

WHEREAS, the Employee and the Company amended and restated the Prior Employment agreement and entered into that certain Second Amended and Restated Senior Officer Employment Agreement (the "Employment Agreement"), dated December 31, 2012;

WHEREAS, the Employee has also entered into that certain Employment Agreement (the "GEO Care Employment Agreement"), dated December 31, 2012, with GEO Care, LLC ("GEO Care"), a Florida limited liability company;

WHEREAS, the Employee is presently dually employed by the Company under the Employment Agreement, holding the position of Senior Vice President of Community Services; and by GEO Care, under the GEO Care Employment Agreement, holding the position of President;

WHEREAS, the Employee's combined annual 2014 salary as an employee of the Company and of GEO Care is \$530,450.00 (\$22,102.08 paid bi-monthly);

WHEREAS, Employee is leaving his employment with the Company on an amicable basis and has agreed to continue providing services to the Company during a two (2) month transition period (the "Transition Period") beginning on the date hereof.

NOW THEREFORE, in consideration of the premises, mutual agreements and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Position and Duties. During the Transition Period, the Employee shall retain his current title, position, and duties with the Company, as set forth in the Employment Agreement.

2. Transition Period.

- a. During the first month of the Transition Period, the Employee shall devote 40% of his business time to his employment with the Company. Accordingly, beginning on the first day of the Transition Period, the Employee shall be compensated by the Company at the rate of \$8,840.83 bi-monthly, which represents 40% of the Employee's current combined 2014 bi-monthly compensation.

- b. During the second month of the Transition Period, the Employee shall devote 25% of his business time to his employment with the Company. Accordingly, during the second month of the Transition Period, the Employee shall be compensated by the Company at the rate of \$5,525.52 bi-monthly, which represents 25% of the Employee's current combined 2014 bi-monthly compensation.

3. **Termination.** At the conclusion of the Transition Period, the Employment Agreement and the Employee's employment with the Company shall terminate, and the Employee and the Company shall enter into an independent contractor arrangement whereby the Employee will be a consultant for the Company, on terms previously agreed upon by the Parties.

Except as otherwise specifically amended herein, the terms and provisions of the Employment Agreement remain in full force and effect. This First Amendment may be executed in counterparts.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this First Amendment on the date first written hereinabove.

THE GEO GROUP, INC.:

By: /s/ George C. Zoley

Name: George C. Zoley

Title: Chairman and CEO

EMPLOYEE:

By: /s/ Jorge A. Dominicis

Name: Jorge A. Dominicis