

**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): April 29, 2013

THE GEO GROUP, INC.

(Exact name of registrant as specified in its charter)

Florida

(State or other jurisdiction)

1-14260

(Commission File Number)

65-0043078

(IRS Employer
of incorporation)

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 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))

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

On April 29, 2013, The GEO Group, Inc. (“GEO”) and Mr. George C. Zoley, our Chief Executive Officer, entered into the First Amendment to Third Amended and Restated Executive Employment Agreement (the “Amendment”). The Amendment modifies Mr. Zoley’s employment agreement by eliminating the automatic 3% cost of living increase applicable to his annual base salary and instead provides that his annual base salary may be increased in the sole discretion of the Board for cost of living increases to be determined by the Board. Additionally, the Amendment modifies the termination payment Mr. Zoley would receive in the event of a termination of employment other than a termination by GEO for cause (as defined in the Third Amended and Restated Executive Employment Agreement) or a termination by Mr. Zoley without good reason (as defined in the Third Amended and Restated Executive Employment Agreement) from 3x (three times) the amount of Mr. Zoley’s base salary plus annual bonus to 2x (two times) the amount of Mr. Zoley’s base salary plus annual bonus.

Section 8- Other Events

Item 8.01 Other Events.

The information set forth above in “Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers” is incorporated by reference herein. Additionally, the Compensation Committee of the Board of Directors of GEO has unanimously approved on April 29, 2013, that future performance-based equity awards to be granted to GEO’s senior management will consist of multi-year performance metrics as opposed to annual metrics. Notwithstanding the foregoing, the Compensation Committee may take actions contrary to the actions set forth above relating to future performance-based equity awards (1) upon the unanimous agreement of the members of the Compensation Committee; and/or (2) in connection with arrangements that may be assumed by GEO in connection with the acquisition of an entity or assets.

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 Third Amended and Restated Executive Employment Agreement, dated April 29, 2013, by and between The GEO Group, Inc. and George C. Zoley.

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.

April 29, 2013

Date

By: /s/ Brian R. Evans

Brian R. Evans

Senior Vice President and Chief Financial Officer

(Principal Financial Officer)

EXHIBIT INDEX

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FIRST AMENDMENT TO
THIRD AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO THIRD AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this “Amendment”) is entered into effective the 29th day of April, 2013 by and between The GEO Group, Inc., a Florida Corporation, (the “Company”) and George C. Zoley (the “Executive”).

WITNESSETH:

WHEREAS, the Company and the Executive (collectively the “Parties”) have previously entered into the Third Amended and Restated Executive Employment Agreement effective as of August 22nd, 2012 (the “Employment Agreement”); and

WHEREAS, the Parties wish to amend the Employment Agreement as provided herein to employ the Executive in accordance with the provisions herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. The second and third sentences of Section 4.A. of the Employment Agreement are hereby deleted in their entirety and replaced with the following:

“The Company may, from time to time and in the sole discretion of the Board, increase the Annual Base Salary paid to the Executive for cost of living increase(s) to be determined by the Board.”

2. Paragraph 7.A.(i) of the Employment Agreement is deleted in its entirety and replaced with the following:

“**TERMINATION PAYMENT.** The Executive shall be entitled to and paid a termination payment (the “Termination Payment”) equal to two (2) times the sum of (a) Executive’s Annual Base Salary at the time of such termination and (b) the Executive’s target bonus (the “Target Bonus”) under the Company’s Senior Management Performance Award Plan (or any successor plan) for the fiscal year in which his employment is terminated or, if greater, the Target Bonus for the fiscal year immediately prior to such termination. The Termination Payment shall be made within 10 days of any termination pursuant to this Section 7(A).”

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

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment under seal as of the date first above written.

THE GEO GROUP, INC.

By: /s/ Richard H. Glanton
Name: Richard H. Glanton
Title: Chairman of the Compensation Committee

EXECUTIVE

By: /s/ George C. Zoley
Name: George C. Zoley