
**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): May 29, 2013

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 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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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 May 29, 2013, The GEO Group, Inc. (“GEO”) and Mr. George C. Zoley, our Chief Executive Officer, entered into the Second Amendment to Third Amended and Restated Executive Employment Agreement (the “Amendment”). The Amendment modifies Mr. Zoley’s employment agreement by decreasing the maximum target annual performance award he may receive from 150% of his annual base salary to 100% of his annual base salary.

Section 9- Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--|
| 10.1 | Second Amendment to Third Amended and Restated Executive Employment Agreement, dated May 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.

June 4, 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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SECOND AMENDMENT TO
THIRD AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO THIRD AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this "Amendment") is entered into effective the 29th day of May, 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, as amended (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:

Section 4.B. of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

ANNUAL PERFORMANCE AWARD. For each fiscal year of employment during which the Company employs the Executive, the Executive shall be entitled to receive a target annual performance award of up to a maximum of 100% of Executive's Annual Base Salary, in accordance with the terms of any plan governing senior management performance awards then in effect as established by the Board (the "Annual Performance Award"), such Annual Performance Award to be paid effective the 1st day of January of each year of the employment term with respect to the immediately preceding year."

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