

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 23, 2009 (February 18, 2009)

Corrections Corporation of America

(Exact name of registrant as specified in its charter)

Maryland

(State or Other Jurisdiction of Incorporation)

001-16109

(Commission File Number)

62-1763875

(I.R.S. Employer
Identification No.)

10 Burton Hills Boulevard, Nashville, Tennessee

(Address of principal executive offices)

37215

(Zip Code)

(615) 263-3000

(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 (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))

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

On February 18, 2009, after consideration of presentations and recommendations of management and independent compensation consultants, and such other matters and information as deemed appropriate, the Compensation Committee (the “Committee”) of the Board of Directors of Corrections Corporation of America (the “Company”) approved resolutions with respect to the following actions:

2009 Cash Incentive Plan. The Company’s 2009 Cash Incentive Plan is intended to provide incentives to members of management, including the Company’s named executive officers, in the form of cash bonus payments for achieving certain performance goals established by the Committee consistent with a three year growth rate plan. The performance awards will be based upon the Company’s achievement of previously established earnings per share (“EPS”) goals for the fiscal year ending December 31, 2009. Actual awards can range from zero to a maximum of 200% of such participant’s base salary. The Committee will administer and make all determinations under the 2009 Cash Incentive Plan. The Committee reserves discretion to make adjustments to the EPS figure used for bonus calculation purposes for limited non-operating events outside the ordinary course.

Award Agreements. The Committee approved a new form of restricted stock unit award agreement under the Company’s 2008 Stock Incentive Plan (the “2008 Plan”), the material terms of which are discussed below. The Committee also approved an amended form of executive option award agreement under the 2008 Plan in order to add a net exercise provision with respect to the payment of exercise price and withholding taxes. The new forms are attached hereto as Exhibits 10.1 and 10.2 and are incorporated herein by reference.

Restricted Stock Units and Stock Option Awards to Certain Executive Officers. Restricted stock units and non-qualified options for the purchase of the Company’s common stock were granted to the persons who are anticipated to constitute the named executive officers of the Company for 2009 as well as Damon T. Hininger, the Company’s President and Chief Operating Officer, pursuant to the Company’s 2008 Plan, as follows:

<u>Name</u>	<u>Title</u>	<u>Number of Restricted Stock Units</u>	<u>Shares Subject to Option Grant</u>
John D. Ferguson (1)	Chief Executive Officer	0	0
Damon T. Hininger	President and Chief Operating Officer	19,515	67,607
Todd J Mullenger	Executive Vice President and Chief Financial Officer	19,515	67,607
Richard P. Seiter	Executive Vice President and Chief Corrections Officer	19,515	67,607
G. A. Puryear IV	Executive Vice President, General Counsel and Secretary	16,146	55,934
William K. Rusak	Executive Vice President and Chief Human Resources Officer	16,146	55,934

(1) In order to conserve shares available for grant under the Company’s equity incentive plans, Mr. Ferguson voluntarily decided to forgo any 2009 equity awards.

The restricted stock units are subject to vesting over a three year period based upon satisfaction of certain performance criteria for the fiscal years ending December 31, 2009, 2010 and 2011 as established by the Committee. No more than one third of such shares may vest in the first performance period; however, the performance criteria are cumulative for the three year period. Notwithstanding the

foregoing, the restricted stock units will become fully vested upon the occurrence of death, Disability, or a Change in Control of the Company (each such condition as defined in the 2008 Plan). The restricted stock unit awards are subject to the terms of the 2008 Plan and individual award agreements. The stock options shall vest in equal one third increments as of the first, second and third anniversary dates of the grant date, subject to acceleration as contemplated by the 2008 Plan. The options are subject to the terms of the 2008 Plan and individual award agreements. The exercise price per share of the shares subject to the option grants is \$10.73, the reported closing price on the NYSE Composite Tape on February 18, 2009.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

10.1 Form of Executive Restricted Stock Unit Agreement for the Company's 2008 Stock Incentive Plan

10.2 Amended Form of Executive Non-qualified Stock Option Agreement for the Company's 2008 Stock Incentive Plan

SIGNATURE

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.

Date: February 23, 2009

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Todd J Mullenger _____

Todd J Mullenger

Executive Vice President and

Chief Financial Officer

EXHIBIT INDEX

No.	Exhibit
10.1	Form of Executive Restricted Stock Unit Agreement for the Company's 2008 Stock Incentive Plan
10.2	Amended Form of Executive Non-qualified Stock Option Agreement for the Company's 2008 Stock Incentive Plan

RESTRICTED STOCK UNIT AWARD AGREEMENT

This **RESTRICTED STOCK UNIT AWARD AGREEMENT** (the "Agreement") is made this _____ day of _____, 20___, by and between CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation (the "Company"), and _____ (the "Recipient").

WITNESSETH:

WHEREAS, the Company has adopted the 2008 Stock Incentive Plan (the "Plan"), which authorizes the Company to award Restricted Stock Units with respect to its common stock, \$0.01 par value per share (the "Common Stock"), to key employees of the Company and/or its affiliates; and

WHEREAS, the Company and Recipient wish to confirm the terms and conditions of an award of Restricted Stock Units to Recipient on _____, 20___ (the "Date of Award").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the parties hereto as follows:

1. Definitions. Except as provided in this Agreement (or an election form executed pursuant to Section 5 of this Agreement), or unless the context otherwise requires, the terms used herein shall have the same meaning as in the Plan.

2. Award of RSUs. Upon and subject to the terms, restrictions, limitations and conditions stated herein, the Company hereby grants an award (the "RSU Award") to Recipient of _____ Restricted Stock Units ("RSUs").

3. Rights; Vesting; Forfeiture.

(i) The RSUs may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of by Recipient. Any attempted sale, assignment, or transfer of the RSUs shall be void and of no effect, and the Company shall have the right to disregard the same on its books and records. Within thirty (30) days (with the date of payment selected by the Company in its sole discretion) after the vesting of any of the RSUs in accordance with Section 3(ii) of this Agreement, the Company shall issue to the Recipient one share of Common Stock for each vested RSU (subject to the Recipient's election of a deferred payment date pursuant to Section 5 of this Agreement).

(ii) Except as further provided in this Section 3(ii) or in the Plan, the RSUs shall vest in accordance with Schedule A attached hereto and made a part hereof, provided that Recipient is employed by the Company or an Affiliate Corporation (the "Employer") at all times following the Date of Award and prior to and on the Vesting Dates (the "Vesting Period"). If, at any time during the Vesting Period, Recipient's employment with Employer is terminated for

any reason other than as a result of the death, Disability or Retirement of Recipient, all of the unvested RSUs held by such Recipient shall immediately and automatically be forfeited to the Company without monetary consideration and shall be automatically canceled. If (i) Recipient shall die while in the employ or service of the Employer, (ii) Recipient's employment or service with the Employer shall terminate by reason of Disability, or (iii) there occurs a Change in Control, then in any such case all the RSUs shall become immediately vested and nonforfeitable (to the extent not previously forfeited). If the Recipient's employment is terminated as a result of Retirement on or after December 31 in any fiscal year, but prior to the Vesting Date in such immediately following fiscal year (as such term is defined in Schedule A), then the applicable portion of the RSUs, if any, shall vest on the Vesting Date in the manner set forth in Schedule A despite the fact that the Recipient is no longer an employee of the Company on such Vesting Date. For purposes of clarity, any RSUs for which the performance period (as described in Schedule A) ends following the Recipient's Retirement shall be forfeited.

(iii) The Recipient shall not have any voting rights with respect to the RSUs covered by this RSU Award. The Recipient shall, however, be credited with dividend equivalents with respect to the RSUs at the time of any payment of dividends on shares of Common Stock in accordance with the terms set forth in the Plan and as specified by the Committee in its sole discretion.

4. RSUs Subject to Plan. This RSU Award and the issuance of shares of Common Stock in connection therewith shall be subject to, and the Company and Recipient agree to be bound by, all of the terms and conditions of the Plan, as the same shall be amended from time to time in accordance with the terms thereof. A copy of the Plan, as amended, is attached hereto as Exhibit A and made a part hereof as if fully set out herein.

5. Deferral Rights. Notwithstanding any other provision of this Agreement, the Recipient may elect to defer the receipt of the shares of Common Stock issuable with respect to the RSUs upon the termination of the Vesting Period until such times as are approved by the Committee and are set forth in the Recipient's applicable deferral election form. All deferral elections made by the Recipient pursuant to this Section 5 shall be made in accordance with (i) the applicable election form provided by the Committee and (ii) Section 409A of the Internal Revenue Code of 1986, as amended from time to time. If the Recipient does not timely elect to defer the receipt of shares of Common Stock pursuant to this Section 5, then such shares shall be paid to the Recipient in accordance with Section 3(i) of this Agreement.

6. Withholding of Taxes. The Recipient acknowledges that the Recipient (and not the Company) shall be responsible for any tax liability that may arise as a result of this RSU Award and the issuance of shares of Common Stock in connection therewith. The Recipient shall remit to the Company a cash amount sufficient to satisfy, in whole or in part, any federal, state and local withholding tax requirements arising in connection herewith prior to the delivery of any certificate for the shares of Common Stock. The Committee may, in its sole discretion, (a) require the Recipient to satisfy, in whole or in part, any such withholding tax requirements by having the Company, upon any delivery of shares of Common Stock pursuant to this Agreement

(or an applicable election form executed by the Recipient pursuant to Section 5 of this Agreement), withhold from such shares of Common Stock that number of full shares of Common Stock having a Fair Market Value (determined as the date Common Stock is issued to the Recipient pursuant to this Agreement or applicable election form) equal to the amount or portion of the amount required or permitted to be withheld; or (b) satisfy such withholding requirements through another lawful method.

7. Adjustments. The Committee shall make equitable and proportionate adjustments in the terms and conditions of, and the criteria included in, this RSU Award in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 4.2 of the Plan) affecting the Company, or the financial statements of the Company, or of changes in applicable laws, regulations, or accounting principles. Such adjustments shall be made in accordance with Section 4.2 of the Plan.

8. Governing Law. This Agreement shall be construed, administered and enforced according to the laws of the State of Maryland, without regard to the conflicts of laws provisions thereof.

9. Successors. This Agreement shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and permitted assigns of the parties.

10. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of such recipient. Any party may designate any other address to which notices shall be sent by giving notice of such address to the other parties in the same manner provided herein.

11. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

12. Entire Agreement. Subject to the terms and conditions of the Plan, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

13. Headings. Section headings used herein are for convenience of reference only and shall not be considered in interpreting this Agreement.

14. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

15. Counterparts. This Agreement may be executed by the signatures of each of the parties hereto, or to a counterpart of this Agreement, and all such counterparts shall collectively constitute one Agreement. Facsimile signatures shall constitute original signatures for purposes of this Agreement.

16. No Guarantee of Favorable Tax Treatment. Although the Company intends to administer this Agreement so that the RSU Award will be exempt from, or will comply with, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), the Company does not warrant that the RSU Award made under this Agreement will qualify for favorable tax treatment under Section 409A of the Code or any other provision of federal, state, local or foreign law. The Company shall not be liable to the Recipient for any tax, interest, or penalties that Recipient might owe as a result of the RSU Award made under this Agreement.

IN WITNESS WHEREOF, the parties have executed and sealed this Agreement on the day and year first set forth above.

CORRECTIONS CORPORATION OF AMERICA

By: _____
Title: _____

RECIPIENT:

Signature: _____
Name (printed): _____

Schedule A

EXHIBIT A

CORRECTIONS CORPORATION OF AMERICA 2008 STOCK INCENTIVE PLAN

NON-QUALIFIED STOCK OPTION AGREEMENT

This **NON-QUALIFIED STOCK OPTION AGREEMENT** (the "Agreement") is made this ___ day of _____, 20___, by and between CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation (the "Company"), and _____ ("Optionee").

WITNESSETH:

WHEREAS, the Company has adopted the 2008 Stock Incentive Plan (the "Plan"), which authorizes the Company to grant non-qualified stock options ("Options") to key employees of the Company and/or its affiliates; and

WHEREAS, the Company and Optionee wish to confirm the terms and conditions of an Option granted to Optionee on ___, 20___ (the "Date of Grant").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the parties hereto as follows:

1. Definitions. Except as provided in this Agreement, or unless the context otherwise requires, the terms used herein shall have the same meaning as set forth in the Plan.

2. Grant of Option. Upon and subject to the terms, restrictions, limitations and conditions stated herein, the Company hereby grants to Optionee an Option to purchase up to ___ shares of the Company's Common Stock (collectively, the "Option Shares").

3. Option Price. The purchase price per Option Share shall be \$___ (the "Option Price"). This purchase price equals 100% of the Fair Market Value of each Option Share on the Date of Grant.

4. Exercise; Vesting; Forfeiture.

(i) Except as otherwise provided herein, Optionee shall have the right to exercise the Option, if and to the extent the Option has vested in accordance with subparagraphs (iii) and (iv) below, at any time during the ten-year period commencing on the Date of Grant; *provided, however*, that except as otherwise provided in subparagraph (iv) below, Optionee may not exercise the Option unless Optionee is on the date of exercise and continuously after the Date of Grant an employee of: (a) the Company; (b) an Affiliate; or (c) an entity issuing or assuming the Option in a transaction to which Code Section 424 applies (or a Subsidiary of such entity) ((a), (b) and (c) known collectively, herein, as the "Employer").

(ii) Optionee shall exercise the Option in accordance with the procedures set forth in Section 6.4 of the Plan; *provided, however*, that, unless it is determined that such net exercise method would potentially violate the terms of the Company's senior debt agreements, the Optionee hereby authorizes the Company to withhold from Optionee a sufficient number of Option Shares (i) having an aggregate Fair Market Value on the exercise date equal to the Option

Price as payment for such Option Shares, plus (ii) the total amount of all federal, state and local taxes required to be withheld with respect to any exercise of the Option. An Option may not be exercised at any one time as to fewer than one hundred (100) shares (or such number of shares as to which the Option is then exercisable if such number of shares is less than one hundred (100)).

(iii) Subject to the provisions of subparagraph (iv) below, the Option shall vest with respect to one third (1/3) of the Option Shares on each Vesting Date (as herein defined). For purposes hereof, the term "Vesting Date" shall mean each of the first, second and third anniversaries of the Date of Grant.

(iv) In the event that: (a) Optionee dies while in the employ of the Employer; or (b) Optionee's employment with the Employer terminates by reason of Optionee's Disability, then in any such case the Option shall vest in full and may be, unless earlier terminated or expired, exercised by Optionee (or by Optionee's estate or by a person who acquired the right to exercise such Option by bequest or inheritance or otherwise by reason of the death or Disability of Optionee) at any time during the stated term of the Option. For the purpose of this Agreement and notwithstanding any provision(s) of the Plan or this Agreement to the contrary, subject to the preceding sentence, in the event Optionee's employment with the Employer is terminated due to Retirement (other than as the result of Optionee's death or Disability) then the Option, to the extent the Option has vested and unless it earlier terminates or expires, may be exercised at any time during the stated term of the Option, with the unvested portion of the Option being forfeited. In the event that there occurs a Change of Control, then in such case the Option shall vest in full, unless earlier terminated or expired, and may be exercised by Optionee (or by Optionee's estate or by a person who acquired the right to exercise such Option by bequest or inheritance or otherwise by reason of the death or Disability of Optionee) within one (1) year following the Change in Control. Subject to the first sentence of this subparagraph (iv), in the event that Optionee's employment with the Employer terminates other than by reason of Optionee's death, Disability or Retirement, then the Option, to the extent the Option has vested and unless it earlier terminates or expires, may be exercised within three (3) months following the termination of such employment, with the unvested portion of the Option being forfeited. Nothing in this Agreement or in any Option granted pursuant hereto shall confer upon Optionee any right to continue in the employ or service of the Employer or interfere in any way with the right of the Employer to terminate Optionee's employment at any time.

5. Option and Option Shares Subject to Plan. The Option and the Option Shares shall be subject to, and the Company and Optionee agree to be bound by, all of the terms and conditions of the Plan, as the same shall be amended from time to time in accordance with the terms thereof. A copy of the Plan, as amended, is attached hereto as Exhibit A and made a part hereof as if fully set out herein.

6. Covenants and Representations of Optionee. Optionee represents, warrants, covenants and agrees with the Company as follows:

(i) Optionee is not acquiring the Option Shares based upon any representation, oral or written, by any person with respect to the future value of, or income from,

the Option Shares but rather upon an independent examination and judgment as to the prospects of the Company;

(ii) Optionee is able to bear the economic risks of the investment in the Option Shares, including the risk of a complete loss of his or her investment therein;

(iii) Optionee understands and agrees that the Option Shares may be issued and sold to Optionee without registration under any state law relating to the registration of securities for sale, and in such event will be issued and sold in reliance on exemptions from registration under appropriate state laws;

(iv) The Option Shares cannot be offered for sale, sold or transferred by Optionee other than pursuant to: (A) an effective registration under applicable state securities laws or in a transaction which is otherwise in compliance with such laws; (B) an effective registration under the Securities Act of 1933, as amended (the "1933 Act"), or in a transaction otherwise in compliance with the 1933 Act; and (C) evidence satisfactory to the Company of compliance with the securities laws of all applicable jurisdictions. The Company shall be entitled to rely upon an opinion of counsel satisfactory to it with respect to compliance with the foregoing laws;

(v) The Company will be under no obligation to register the Option Shares or to comply with any exemption available for sale of the Option Shares without registration. The Company is under no obligation to act in any manner so as to make Rule 144 promulgated under the 1933 Act available with respect to sales of the Option Shares;

(vi) A legend indicating that the Option Shares have not been registered under the applicable state securities laws and referring to any applicable restrictions on transferability and sale of the Option Shares may be placed on the certificate or certificates delivered to Optionee and any transfer agent of the Company may be instructed to require compliance therewith;

(vii) Optionee realizes that the purchase of the Option Shares is a speculative investment and that any possible profit therefrom is uncertain;

(viii) Optionee will notify the Company prior to any sale of the Option Shares within six months of the date of the exercise of all or any portion of the Option; and

(ix) The agreements, representations, warranties and covenants made by Optionee herein extend to and apply to all of the Common Stock of the Company issued to Optionee from time to time pursuant to this Option. Acceptance by Optionee of the certificate(s) representing such Common Stock shall constitute a confirmation by Optionee that all such agreements, representations, warranties and covenants made herein shall be true and correct at such time.

7. Governing Law. This Agreement shall be construed, administered and enforced according to the laws of the State of Maryland, without regard to the conflicts of laws provisions

thereof; provided, however, the Option may not be exercised except, in the reasonable judgment of the Committee, in compliance with exemptions under applicable state securities laws of the state in which Optionee resides, and/or any other applicable securities laws.

8. Successors. This Agreement shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and permitted assigns of the parties.

9. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of such recipient. Any party may designate any other address to which notices shall be sent by giving notice of such address to the other parties in the same manner provided herein.

10. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

11. Entire Agreement. Subject to the terms and conditions of the Plan, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

12. Violation. Any transfer, pledge, sale, assignment or hypothecation of the Option except in accordance with this Agreement shall be a violation of the terms hereof and shall be void and without effect.

13. Headings. Section headings used herein are for convenience of reference only and shall not be considered in interpreting this Agreement.

14. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

15. Counterparts. This Agreement may be executed by the signatures of each of the parties hereto, or to a counterpart of this Agreement, and all such counterparts shall collectively constitute one Agreement. Facsimile signatures shall constitute original signatures for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CORRECTIONS CORPORATION OF AMERICA

By: _____
Title: _____

OPTIONEE:

Signature: _____
Name (printed): _____

EXHIBIT A
CORRECTIONS CORPORATION OF AMERICA 2008 STOCK INCENTIVE PLAN