

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, 2005 (February 16, 2005)

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 37215

(Address of principal executive offices) (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))

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Item 1.01. Entry Into a Material Definitive Agreement.

On February 16, 2005, 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:

Fiscal 2004 Performance Bonuses. The fiscal 2004 performance bonuses for the Company's named executive officers were approved as follows, based, in part, upon the achievement of specified performance objectives based upon the Company's earnings per share and operating performance measured by earnings before interest, taxes, depreciation and amortization (EBITDA):

<u>Name</u>	<u>Title</u>	<u>Bonus Amount</u>
John D. Ferguson	Chief Executive Officer and President	\$ 469,399
Irving E. Lingo, Jr.	Executive Vice President, Chief Financial Officer and Assistant Secretary	\$ 243,841
Kenneth A. Bouldin	Executive Vice President and Chief Development Officer	\$ 195,721
G. A. Puryear IV	Executive Vice President, General Counsel and Secretary	\$ 145,930

Fiscal 2005 Base Salaries. The base salary levels, effective April 1, 2005, of the persons who are anticipated to constitute the Company's named executive officers for 2005 were set as follows:

<u>Name</u>	<u>Title</u>	<u>2005 Base Salary</u>	<u>(2004 Base Salary)</u>
John D. Ferguson	Chief Executive Officer and President	\$ 683,100	(\$660,000)
Irving E. Lingo, Jr.	Executive Vice President, Chief Financial Officer and Assistant Secretary	\$ 341,550	(\$330,000)
Kenneth A. Bouldin	Executive Vice President and Chief Development Officer	\$ 300,000	(\$270,000)
Richard P. Seiter	Executive Vice President and Chief Corrections Officer	\$ 270,000	(N/A) ⁽¹⁾
G. A. Puryear IV	Executive Vice President, General Counsel and Secretary	\$ 230,000	(\$200,000)

(1) Hired effective January 3, 2005.

2005 Cash Bonus Plan. The Company's 2005 Cash Bonus 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. The performance awards will be based upon achievement of established earnings per share goals. Actual awards can range from zero to a maximum of 150% of such participant's base salary. The Committee will administer and make all determinations under the Cash Bonus Plan.

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Restricted Stock and Stock Option Awards. Restricted shares of the Company's common stock 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 2005, pursuant to the Company's 2000 Stock Incentive Plan (the "2000 Plan"), as follows:

<u>Name</u>	<u>Title</u>	<u>Number of Restricted Shares</u>	<u>Shares Subject to Option Grant</u>
John D. Ferguson	Chief Executive Officer and President	17,100	45,000
Irving E. Lingo, Jr.	Executive Vice President, Chief Financial Officer and Assistant Secretary	8,550	22,500
Kenneth A. Bouldin	Executive Vice President and Chief Development Officer	8,550	22,500
Richard P. Seiter	Executive Vice President and Chief Corrections Officer	17,100 ⁽²⁾	45,000
G. A. Puryear IV	Executive Vice President, General Counsel and Secretary	7,030	18,500

(2) Hired as of January 3, 2005.

The shares of restricted stock are subject to vesting over a three year period based upon satisfaction of certain performance criteria for the fiscal years ending December 31, 2005, 2006 and 2007 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 shares of restricted stock will become fully vested upon the occurrence of death, Disability, Retirement (subject to certain restrictions applicable to Mr. Bouldin), or a Change in Control of the Company (each such condition as defined in the 2000 Plan). The restricted stock awards are subject to the terms of the 2000 Plan and the individual award agreements substantially in the form of Exhibit 99.1 hereto and incorporated herein by reference. 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 2000 Plan. The options are subject to the terms of the 2000 Plan and the individual award agreements, the form of which was previously filed with the Securities and Exchange Commission. The exercise price per share of the shares subject to the option grants is \$39.16, the reported closing price on the NYSE Composite Tape on February 16, 2005 (the grant date).

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Item 9.01. Financial Statements and Exhibits.

Exhibits

99.1 Form of Restricted Stock Agreement

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, 2005

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Irving E. Lingo, Jr.
Irving E. Lingo, Jr.
Executive Vice President and Chief Financial Officer

RESTRICTED STOCK AGREEMENT

This RESTRICTED STOCK AGREEMENT (the "Agreement") is made this ____ day of _____, 200__, by and between CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation (the "Company"), and _____, a resident of _____, _____ (the "Recipient").

W I T N E S S E T H:

WHEREAS, the Company has adopted the Corrections Corporation of America 2000 Stock Incentive Plan, as amended (the "Plan"), which authorizes the Company to award restricted shares ("Restricted Shares") of its common stock, \$0.01 par value per share (the "Common Stock"), to key employees of the Company and/or its affiliates (individually, a "Restricted Stock Award"); and

WHEREAS, the Company and Recipient wish to confirm the terms and conditions of a Restricted Stock Award to Recipient on _____, 200__ (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 unless the context otherwise requires, the terms used herein shall have the same meaning as in the Plan.

2. Award of Shares. Upon and subject to the terms, restrictions, limitations and conditions stated herein, the Company hereby awards to Recipient _____ Restricted Shares of the Company's Common Stock (the "Shares").

3. Rights; Vesting; Forfeiture. Except as otherwise provided herein, Recipient shall have full right, title and interest in the Shares to the extent such Shares have vested in accordance with subparagraph (iii) below.

(i) During the Vesting Period (as defined below) and prior to the vesting of the Shares, the Shares may not be sold, assigned, transferred, pledged or otherwise encumbered by Recipient. Certificates issued with respect to the Shares shall be registered in the name of Recipient and deposited by Recipient with the Company, and any such certificates shall bear an appropriate legend disclosing the restrictions imposed on the Shares hereunder and by the Plan. Upon the lapse of the restrictions applicable to the Shares, the Company shall deliver such certificates to Recipient or Recipient's legal representative, as the case may be.

(ii) During the Vesting Period the Recipient shall have all rights of a stockholder of the Company (except as otherwise provided herein), including without limitation the right to vote and receive dividends on the Shares. If as a result of a stock dividend, stock split, recapitalization or other adjustment in the capital stock or stated capital of the Company, or as the result of a merger, consolidation, or other reorganization, the Common Stock is increased, reduced or otherwise changed and by virtue thereof, Recipient shall be entitled to new or additional or different shares, with such new or additional shares being subject to the same terms, conditions and restrictions as applicable to the Shares.

(iii) The Shares shall vest [insert performance criteria as established by the Compensation Committee of the Board of Directors from time to time] (the "Vesting Date"), 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 Date (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 Shares held by such Recipient shall immediately and automatically be forfeited without monetary consideration to the Company and shall be automatically canceled and retired. If (i) Recipient shall die while in the employ or service of the Employer or within a period of three (3) months thereafter, (ii) Recipient's employment or service with the Employer shall terminate by reason of Disability or Retirement, or (iii) there occurs a Change in Control, then in any such case all Shares shall become immediately vested and nonforfeitable.

4. Share Award and Shares Subject to Plan. The Restricted Stock Award represented by this Agreement and the Shares 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. Covenants and Representations of Recipient. Recipient represents, warrants, covenants and agrees with the Company as follows:

(i) The Shares cannot be offered for sale, sold or transferred by Recipient 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;

(ii) The Company will be under no obligation to register (or maintain the registration of) the Shares or to comply with any exemption available for sale of the 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 Shares; and

(iii) If applicable, a legend indicating that the Shares have not been registered under the applicable state securities laws and referring to any applicable restrictions on transferability and sale of the Shares may be placed on the certificate or certificates delivered to Recipient and any transfer agent of the Company may be instructed to require compliance therewith.

6. 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.

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

8. 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.

9. 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.

10. 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 and original but all of which shall constitute one and the same instrument.

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

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

13. 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.

14. 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 and sealed this Agreement on the day and year first set forth above.

CORRECTIONS CORPORATION OF AMERICA

By: _____

Title: _____

RECIPIENT:

Signature: _____

Name (printed): _____