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): September 17, 2009

Integrated Electrical Services, Inc.

(Exact name of registrant as specified in Charter)

Delaware	**001-13783**	**76-0542208**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

1800 West Loop South, Suite 500
Houston, Texas 77027
(Address of Principal Executive Offices)

Registrant's telephone number, including area code: **(713) 860-1500**

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.

(b) ***Departure of Directors or Certain Officers*****.**

On September 17, 2009, James A. Robertson. Group Vice President-Industrial, reached an agreement (as memorialized, the “Memorandum of Understanding”) with Integrated Electrical Services, Inc. (the “Company”) whereby Mr. Robertson terminated his employment as a Group Vice President, effective September 17, 2009, in connection with the consolidation of personnel in the Company’s Industrial and Commercial segments. To assist in the transition of his duties, Mr. Robertson has agreed to remain in the Company’s employ until October 23, 2009, or such earlier date as his employment is terminated. In return, Mr. Robertson shall continue to receive his current base salary and current health and welfare benefits throughout the duration of his employment. If Mr. Robertson remains employed by the Company through September 30, 2009, he will also receive 8,000 shares of the Company’s common stock, pursuant to the Company’s 2006 Equity Incentive Plan (As Amended and Restated). Mr. Robertson is also entitled to receive certain additional compensation pursuant to the terms of his previously disclosed employment agreement.

The foregoing description of the terms of the Memorandum of Understanding is qualified in its entirety by reference to the Memorandum of Understanding, which is incorporated by reference herein and attached as Exhibit 10.1 hereto.

(e) ***Compensatory Arrangements of Certain Officers*****.**

On September 17, 2009, the Board of Directors of the Company approved amendments to the Company’s Long Term Incentive Plan (the “Plan”) to allow for the granting of cash only bonuses in addition to grants of equity based awards under the Plan. The Board also approved clarifying amendments to the Plan. The equity based awards are fulfilled by grants pursuant to the Company’s 2006 Equity Incentive Plan (As Amended and Restated).

The Plan was established for certain Company officers and certain of its subsidiaries to foster and promote the long term financial success of the Company and increase stockholder value. The first performance period under this Plan commenced on October 1, 2007 and will end on September 30, 2009. No awards were granted under the Plan for the performance period commencing on October 1, 2008. New performance periods shall commence on October 1st of each successive fiscal year in the event participants are chosen.

Each year, the Human Resources and Compensation Committee (the “Committee”) of the Board of Directors of the Company establishes in writing the performance goals for the next performance period, which may include any of the following performance criteria (either alone or in any combination) as the Committee may determine: return on net assets, sales, net asset turnover, cash flow, cash flow from operations, operating profit, net operating profit, income from operations, operating margin, net income margin, net income, return on total assets, return on gross assets, return on total capital, earnings per share, working capital turnover, economic value added, shareholder value added, enterprise value, receivables growth, earnings to fixed charges ratios, safety performance, customer satisfaction, customer service, or developing and/or implementing action plans or strategies, with such criteria having any reasonable definitions that the Committee may specify at the time such criteria are adopted. Any such performance criterion or combination of such criteria may apply to a participant’s award opportunity in its entirety, or to any designated portion or portions of the award opportunity, as the Committee may specify.

Each officer that participates in the Plan is entitled to an award each year based on a percentage of his annual base salary rate in effect on the first day of the performance period. One half of the award is payable as a retention component in the form of restricted stock which cliff vests in three years from the grant date. The remaining one-half of the award is performance based and shall be in the form of a performance award or cash bonus based on achievement of predetermined goals over a two year measurement period.

The foregoing descriptions of the Plan and the amendments thereto are qualified in their entirety by reference to the amended and restated Plan, which is incorporated by reference herein and attached as Exhibit 10.2 hereto.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

Exhibit Number	**Description**
Exhibit 10.1	Memorandum of Understanding Between Integrated Electrical Services, Inc. and James A. Robertson.
Exhibit 10.2	Integrated Electrical Services, Inc. Long Term Incentive Plan, as amended and restated.

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 thereunto duly authorized.

INTEGRATED ELECTRICAL SERVICES, INC.

Date: September 23, 2009

By: */s/ William L. Fiedler*
William L. Fiedler
General Counsel

EXHIBIT INDEX

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MEMORANDUM OF UNDERSTANDING

WHEREAS, Integrated Electrical Services, Inc. (the "Company") and James A. Robertson ("Robertson") are parties to that certain Employment Agreement, entered into on December 6, 2007 (the "Employment Agreement"),and

WHEREAS, the Company has determined that it no longer needs the services of Robertson as Group Vice President, Industrial; and

WHEREAS, pursuant to Article IV C. of the Employment Agreement Robertson is entitled to resign for Good Reason as defined in the Employment Agreement and receive certain payments and benefits; and

WHEREAS, the Company desires to retain the services of Robertson for a period of time following his removal as Group Vice President, Industrial to assist in transition of duties;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and undertakings contained in this Memorandum of Understanding, and intending to be legally bound, the Company and Robertson agree as follows:

I. *Continued Employment*

The Company desires to retain the services of Robertson until November 1, 2009 or such earlier date as the Company may determine and Robertson agrees to perform such services in assisting in the transition of his duties as the Group Vice President, Industrial.

II. *Compensation*

In return for Robertson's performance of services until November 1, 2009 or such earlier date as the Company may determine, the Company shall pay Robertson his current salary through such date as his employment shall terminate. In addition, the Company shall continue Robertson's current health and welfare benefits and he shall continue to participate in any and all Company retirement plans on the same basis as he currently participates during this period. Finally, upon Robertson's termination of employment the Company shall grant Robertson 8,000 shares of the Company's common stock pursuant to the Company's 2006 Equity Incentive Plan (as Amended and Restated). The parties recognize that Robertson will not receive a payment for Performance Units previously granted to him in December 2007 as a portion of his Company Long Term Incentive Plan Award.

III. *Employment Agreement Payments*

Upon Robertson's termination of employment on November 1, 2009 or such earlier date as the Company may determine, Robertson shall be entitled to receive any and all payments due at that time pursuant to Article IV C. of the Employment Agreement. All other terms and conditions of the Employment Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Understanding as of the 22nd day of September, 2009.

By: Robertson

/s/ James A. Robertson
James A. Robertson

By: Integrated Electrical Services, Inc.

/s/ Robert B. Callahan
Robert B. Callahan
Senior Vice President, Human Resources

Exhibit No. 10.2

INTEGRATED ELECTRICAL SERVICES, INC
LONG TERM INCENTIVE PLAN
PLAN DOCUMENT

SECTION 1. PURPOSE.

This Long Term Incentive Plan (“LTIP”) has been established for certain officers of Integrated Electrical Services, Inc. and certain of its subsidiaries to foster and promote the long term financial success of the Company and increase shareholder value by (a) strengthening the Company’s ability to develop, maintain and retain effective senior management; (b) motivating superior performance by means of long term performance related incentives linked to business performance; (c) encouraging and providing for ownership interests in the Company by its senior management; (d) attracting and retaining qualified senior management personnel by providing incentive compensation opportunities competitive with comparable companies; and (e) enabling senior management to participate in the long term financial growth and financial success of the Company. The terms, conditions and provisions of the Plan shall be as follows:

SECTION 2. DEFINITIONS.

Unless the context requires otherwise, the following words as used in the Plan shall have the meanings ascribed to each below, it being understood that masculine, feminine, and neuter pronouns are interchangeable and that each comprehends the others.

(a) *"Award"* means a grant of Options, Stock Appreciation Rights, Restricted Shares, Restricted Share Units, Performance Awards, Cash Bonuses, or any or all of them.

(b) *"Base Salary"* means a Participant's regular basic annual rate of compensation prior to any reduction thereof under a salary reduction agreement pursuant to Section 401(k) or Section 125 of the Code and shall not include (without limitation) cost of living allowances, auto allowances, fees, retainers, reimbursements, bonuses, incentive awards, prizes or similar payments.

(c) *“Board”* shall mean the Board of Directors of the Company.

(d) *“Cash Bonus”* shall mean any payment made to a Participant pursuant to the Plan which is made entirely in cash and is not made in fulfillment of an award granted pursuant to the IES 2006 Amended and Restated Equity Incentive Plan.

(e) *"Cause"* for termination by the Company or a Subsidiary of a Participant's employment, means (i) Participant’s willful, material and irreparable breach of his terms of employment as provided herein or otherwise (which remains uncured ten (10) business days after delivery of written notice specifically identifies such breach); (ii) Participant’s gross negligence in the performance or intentional nonperformance (in either case continuing for ten (10) business days after receipt of written notice of need to cure and sets forth such duty and responsibility) of any of Executive’s material duties and responsibilities to the Company; (iii) Participant’s dishonesty or fraud with respect to the business, reputation or affairs of the Company which materially and adversely affects the Company (monetarily or otherwise); (iv) Participant’s conviction or plea other than not guilty of a felony or crime involving moral turpitude; (v) Participant’s confirmed drug or alcohol abuse that materially affects Participant’s service or results in a material violation of the Company’s drug or alcohol abuse policy; or (vi) Participant’s material violation of the Company’s personnel or similar policy, such policy having been made available to Participant by the Company which materially and adversely affects the Company and which remains uncured or continues ten (10) business days after delivery of written notice) and such notice specifically sets forth said violation.

(f) *"Change in Control"* has the meaning ascribed to it in the IES 2006 Amended and Restated Incentive Equity Plan.

(g) *“Committee”* shall mean the Compensation Committee of the Board (or such other committee of the Board that the Board shall designate from time to time) or any subcommittee thereof comprised of two or more directors each of whom is an “outside director” within the meaning of Section 162(m).

(h) *“Company”* shall mean Integrated Electrical Services, Inc.

(i) *“Disability”* shall have the meaning ascribed to it in the IES 2006 Amended and Restated Equity Incentive Plan.

(j) *“Fiscal Year”* shall refer to the Company’s annual financial reporting period which begins on October 1st of each year and ends the following September 30th.

(k) *"Good Reason"* for termination by a Participant of his employment means the occurrence (without the Participant's express written consent) of any one of the following acts, or failure to act, unless such act or failure to act is corrected prior to the date of termination specified in a notice of termination by Participant given in respect thereof at least 30 days prior to the effective date of his termination: (i) any material reduction in Participant’s position, duties, authority or base salary from those described in this Plan; or (ii) any relocation of the Company’s corporate office that is more than fifty (50) miles from its current location; or (iii) the Company’s breach of a material term of this Plan or material duty owed to the Executive; provided that either of the events described in clauses (i), (ii), and (iii) of this Section shall constitute Good Reason only if the Company fails to cure such event within ten (10) business days after receipt from Participant of written notice of the event which constitutes Good Reason; provided, further, that “Good Reason” shall cease to exist for an event on the sixtieth (60th) day following the later of its occurrence or Executive’s knowledge thereof, unless Participant has given the Company written notice thereof prior to such date.

(l) *“Participant”* shall mean an employee of the Company designated as a participant under the Plan.

(m) “*Performance Period*” shall means the time period, which shall not be less than one year, during which performance objectives must be met in order for a Participant to earn a Performance Award granted under this Plan. The Performance Period with respect to each Award under this Plan shall be determined by the Committee.

(n) “*Plan*” shall mean the Integrated Electrical Services, Inc. Long Term Incentive Plan, as set forth herein and as may be amended from time to time.

(o) "*Scheduled Vesting Date*" shall have the meaning ascribed to it in Section 7 hereof.

(p) “*Section 162(m)*” shall mean Section 162(m) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (including any proposed regulations).

(q) “*Subsidiary*” shall mean any corporation in which the Company owns, directly or indirectly, stock representing more than 50% of the voting power of all classes of stock entitled to vote.

SECTION 3. ADMINISTRATION.

The Plan will be administered by the Committee.

(a) *Authority of Committee*. The Committee, shall have full and exclusive discretionary power to interpret the terms and the intent of the Plan. Such powers to include the authority (within the limitations described herein):

i. to select the persons to be granted Awards under the Plan,

ii. to determine the type, size and terms of Awards to be made to each Named Executive Officer selected,

iii. to determine the time when Awards are to be made and any conditions which must be satisfied before an Award is made,

iv. to establish objectives and conditions for earning Awards,

v. to determine whether an Award shall be evidenced by an agreement and, if so, to determine the terms of such agreement (which shall not be inconsistent with the Plan) and who must sign such agreement,

vi. to determine whether the conditions for earning an Award have been met and whether an Award will be paid at the end of the Performance Period,

vii. to determine if and when an Award may be deferred,

viii. to determine whether the amount or payment of an Award should be increased, reduced or eliminated, and

ix. to determine the guidelines and/or procedures for the payment or exercise of Awards.

(b) *Interpretation of Plan*. The Committee shall have full power and authority to administer and interpret the Plan and to adopt or establish such rules, regulations, agreements, guidelines, procedures and instruments, which are not contrary to the terms of the Plan and which, in its opinion, may be necessary or advisable for the administration and operation of the Plan. The Committee’s interpretations of the Plan, and all actions taken and determinations made by the Committee pursuant to the powers vested in it hereunder, shall be conclusive and binding on all parties concerned, including the Company, its shareholders and any person receiving an Award under the Plan.

(c) *Delegation of Authority*. To the extent not prohibited by law, the Committee may delegate its authority hereunder and may grant authority to designate employees of the Company to execute documents on behalf of the Committee or to otherwise assist the Committee in the administration and operation of the Plan.

SECTION 4. ELIGIBILITY AND PARTICIPATION.

The following may be Participants in the Plan: each individual (a) who as of the commencement of each Performance Period is an executive officer subject to the provisions of Section 16 of the Securities Exchange Act of 1934 or (b) who is designated by the Committee as a Participant with respect to a Performance Period prior to the commencement of or no more than 120 days after the commencement of such Performance Period. A person designated as a Participant during the first year for the applicable Performance Period shall remain a Participant as long as he or she remains an employee for such applicable Performance Period. No person has, or at any time will have, any right to be selected for current or future participation in the Plan.

SECTION 5. ESTABLISHMENT OF PERFORMANCE PERIOD AND GOALS.

The first Performance Period under this Plan shall be the period commencing on October 1, 2007 and ending on September 30, 2009. New Performance Periods shall commence on October 1st of each successive fiscal year. The Committee may, in its sole discretion, establish the duration of the Performance Period, provided such period may not be less than one year.

No later than 90 days after the commencement of each Performance Period (or than such earlier or later date as may be the applicable deadline, hereafter referred to as the “Establishment Deadline” for each successive Performance Period), the Committee shall establish in writing the method for computing the amount of compensation that each participant in the Plan can earn under the Plan for such Performance Period if the performance goals established by the Committee for such Performance Period are attained in whole or in part.

No later than the Establishment Deadline for each Performance Period, the Committee shall establish in writing the performance goals for the Performance Period, which may include any of the following performance criteria (either alone or in any combination) as the Committee may determine: return on net assets, sales, net asset turnover, cash flow, cash flow from operations, operating profit, net operating profit, income from operations, operating margin, net income margin, return on total assets, return on gross assets, return on total capital, working capital turnover, economic value added, shareholder value added, enterprise value, receivables growth, earnings to fixed charges ratios, customer satisfaction, customer service, or developing and/or implementing action plans or strategies. The foregoing criteria shall have any reasonable definitions that the Committee may specify at the time such criteria are adopted. Any such performance criterion or combination of such criteria may apply to a participant's award opportunity in its entirety, or to any designated portion or portions of the award opportunity, as the Committee may specify.

SECTION 6. AWARDS.

Each Participant for a Performance Period is entitled to an Award for such Performance Period based on a percentage of his Base Salary in effect on the first day of the Performance Period. This Award is referred to as the "LTIP Target Bonus". One-half of the LTIP Target Bonus is payable as the retention component in the form of restricted stock under the IES 2006 Amended and Restated Equity Incentive Plan. The remaining one-half of the LTIP Target Bonus is performance based and shall be in the form of a Performance Award or Cash Bonus based on achievement of predetermined goals over a two year Performance Period. Specifically, the LTIP Target Award provides for:

(a) *Retention Component*. Annual grant of restricted stock to eligible Participants equal to one-half of the Participants LTIP Target Bonus. The restricted stock awards will vest in full on the three year anniversary of the grant date if the Participant is employed with the Company at the end of such period.

(b) *Performance-Based Component*. Annual grant of an additional Performance Award or Cash Bonus subject to performance-based vesting equal to one-half of the Participants LTIP Target Bonus. Performance Awards and/or Cash Bonus Awards will vest in full on the three year anniversary of the grant date if (i) the Company attains LTIP performance target(s) during the applicable Performance Period following the grant date and (ii) if the Participant is employed with the Company at the end of such period.

The Performance-Based component of the LTIP Award shall be determined by the Committee at the end of each Performance Period based on a Participant's individual target Award and the Company's achievement of its performance goals established by the Committee for that Performance Period.

For grant purposes, any unit type Awards, awarded under the Plan, whether restricted stock or some other award denoted in units, will be rounded up or down to the nearest 100 units.

SECTION 7. DISTRIBUTIONS.

Awards shall be distributed under the Plan for any Performance Period solely on account of the attainment of the performance goals established by the Committee with respect to such Performance Period. The awards payable for any Performance Period shall be distributed following the end of the respective Performance Period. Distribution of any Award under the Plan shall be contingent upon the Committee's certifying in writing that the performance goals and any other material terms applicable to such Award were in fact satisfied, and, until the Committee so certifies, such award shall not be paid.

(a) *Scheduled Vesting Date*. Except as otherwise provided herein, all Awards shall vest on the third anniversary of the grant date of such Awards (the "Scheduled Vesting Date").

(b) *Early Vesting and Early Distribution*. If there shall be a Change of Control (provided that the Committee does not reasonably determine that the Change of Control is not an event described in Section 409A(a)(2)(A)(v) of the Code), or if a Participant's employment (a) shall be terminated by the Company without Cause or (b) shall be terminated by a Participant for Good Reason or by reason of his Retirement (provided, in the case of Retirement, the Plan shall have been in effect for at least three years) or (c) shall be terminated by the Company or the Participant by reason of his Disability, or if the Participant shall die while employed by the Company or a Subsidiary, then in such case as of such date of Change of Control or termination of employment, as the case may be, all equity based Awards in a Participant's Account(s) shall vest and an equal number of shares of Company Stock shall be promptly issued in respect thereof; provided that such distribution shall be delayed for six months following his termination of employment if necessary to avoid tax penalties under Section 409A of the Code.

SECTION 8. GENERAL PROVISIONS.

(a) *Effectiveness of the Plan*. The Plan shall be effective with respect to fiscal years beginning on October 1, 2007 and continue until such time the Plan is amended, suspended, or terminated by the Board.

(b) *Amendment and Termination*. Notwithstanding Section 7(a), the Board or the Committee may at any time amend, suspend, discontinue, or terminate the Plan; provided, however, that no such amendment, suspension, discontinuance, or termination shall adversely affect the rights of any Participant in respect of any Performance Period which has already commenced and no such action shall be effective without approval by the shareholders of the Company to the extent necessary to continue to qualify the amounts payable hereunder to Covered Employees as performance-based compensation under Section 162(m), if so desired.

(c) *Designation of Beneficiary*. Each Participant may designate a beneficiary or beneficiaries (which beneficiary may be an entity other than a natural person) to receive any payments which may be made following the Participant's death. Such designation may be changed or canceled at any time without the consent of any such beneficiary. Any such designation, change or cancellation must be made in a form approved by the Committee and shall not be effective until received by the Committee. If no beneficiary has been named, or the designated beneficiary or beneficiaries shall have predeceased the Participant, the beneficiary shall be the Participant's spouse or, if no spouse survives the Participant, the Participant's estate. If a Participant designates more than one beneficiary, the rights of such beneficiaries shall be payable in equal shares, unless the Participant has designated otherwise.

(d) *No Right of Continued Employment*. Nothing in this Plan shall be construed as conferring upon any Participant any right to continue in the employment of the Company or any of its Subsidiaries.

(e) *No Limitation on Corporate Actions*. Nothing contained in the Plan shall be construed to prevent the Company or any Subsidiary from taking any corporate action which is deemed by it to be appropriate or in its best interest, whether or not such action would have an adverse effect on any

awards made under the Plan. No employee, beneficiary or other person shall have any claim against the Company or any Subsidiary as a result of any such action.

(f) *Nonalienation of Benefits*. Except as expressly provided herein, no Participant or beneficiary shall have the power or right to transfer, anticipate, or otherwise encumber the Participant's interest under the Plan. The Company's obligations under this Plan are not assignable or transferable except to (i) a corporation which acquires all or substantially all of the Company's assets, or (ii) any corporation into which the Company may be merged or consolidated. The provisions of the Plan shall inure to the benefit of each Participant and the Participant's beneficiaries, heirs, executors, administrators, or successors in interest.

(g) *Withholding*. Any amount payable to a Participant or a beneficiary under this Plan shall be subject to any applicable Federal, state, and local income and employment taxes and any other amounts that the Company is required at law to deduct and withhold from such payment.

(h) *Severability*. If any provision of this Plan is held unenforceable, the remainder of the Plan shall continue in full force and effect without regard to such unenforceable provision and shall be applied as though the unenforceable provision were not contained in the Plan.

(i) *Governing Law*. The Plan shall be construed in accordance with and governed by the laws of the State of Texas, without reference to the principles of conflict of laws.

(j) *Headings*. Headings are inserted in this Plan for convenience of reference only and are to be ignored in a construction of the provisions of the Plan.