
**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): January 23, 2008 (January 19, 2008)

CLARCOR INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation)

1-11024

(Commission File Number)

36-0922490

(IRS Employer Identification
Number)

840 Crescent Centre Drive, Suite 600, Franklin, TN 37067

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code 615-771-3100

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

On January 19, 2008, CLARCOR Inc., a Delaware corporation (the “Company”) and Norman Johnson, the Company’s President and Chief Executive Officer, entered into an amendment (the “Amendment”) to Mr. Johnson’s employment agreement to delete a provision that gave Mr. Johnson a potential right to receive a special one-time bonus and option grant in the event the Company achieved certain sales or profitability targets in a given quarter. Mr. Johnson unilaterally and voluntarily elected to give up this right and enter into the Amendment, believing it to be in the best interest of the Company and its shareholders.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment itself, which is attached hereto as Exhibit 10.1. Mr. Johnson’s amended and restated employment agreement was filed with the Securities and Exchange Commission as Exhibit 10.4(c)(1) to the Company’s Annual Report on Form 10-K for its fiscal year ended December 2, 2000.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

- 10.1 First Amendment to Amended and Restated Employment Agreement, dated as of January 19, 2008, by and between the Company and Norman Johnson.
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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.

CLARCOR INC.

By: /s/ Richard M. Wolfson
Richard M. Wolfson
Vice President, General Counsel and Secretary

Date: January 23, 2008

FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This First Amendment to Amended and Restated Employment Agreement by and between CLARCOR Inc., a Delaware corporation (the “Corporation”), and Norman Johnson (the “Executive”) is dated as of January 19, 2008.

WHEREAS, the parties are parties to that certain Amended and Restated Employment Agreement dated December 17, 2000 (the “Employment Agreement”);

WHEREAS, the parties wish to amend certain provisions of the Employment Agreement, as further specified herein;

WHEREAS, all capitalized terms used herein have the meanings ascribed to them in the Employment Agreement unless otherwise defined;

NOW, THEREFORE, in consideration of past grants of stock options and restricted stock units previously issued to the Executive and for other good and valuable consideration the sufficiency of which is hereby acknowledged by each of the parties, the parties hereby agree as follows:

1. Amendments .
 - (a) Section 1(a) of the Employment Agreement is hereby amended to delete therefrom the words “in Rockford, Illinois”.
 - (b) Section 3(f) of the Employment Agreement (which provided the Executive with the potential right to receive a special one-time bonus and option grant in the event the Corporation achieved certain sales or profitability targets in a given quarter) is hereby deleted from the Agreement in its entirety and of no further effect. The Executive hereby forever and irrevocably waives any right that he has or had to receive the benefits contemplated under this Section of the Employment Agreement.
2. No Further Amendment . Except as set forth in the preceding paragraphs, the parties do not otherwise modify the Employment Agreement and all other provisions thereof remain unchanged and in full force and effect as originally executed.

IN WITNESS WHEREOF, Executive has hereunto set his hand and, pursuant to the authorization from its Board of Directors, the Corporation has caused these presents to be executed in its name on its behalf, all as of the day and year first above written.

Executive

CLARCOR Inc.

/s/ Norman Johnson

Norman Johnson

By: /s/ Robert Jenkins

Robert Jenkins
Compensation Committee Chairman