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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): June 30, 2011

**Integrated Electrical Services, Inc.**

(Exact name of registrant as specified in Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-13783**  
(Commission  
File Number)

**76-0542208**  
(I.R.S. Employer  
Identification Number)

**4801 Woodway Drive**  
**Suite 200-E**  
**Houston, Texas 77056**  
(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))
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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On June 30, 2011, Integrated Electrical Services, Inc. (the “Company”) entered into a letter agreement (the “Letter Agreement”) with James M. Lindstrom, to memorialize the terms of Mr. Lindstrom’s employment with the Company. As described in the Letter Agreement, as Interim Chief Executive Officer and President of the Company, Mr. Lindstrom will receive, among other things, a \$25,000 monthly base salary, a one-time grant of 100,000 shares of the Company’s restricted common stock and will be eligible to receive a discretionary cash and/or equity incentive award for fiscal year 2011. The foregoing description of the Employment Letter is qualified in its entirety by reference to the Employment Letter, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

**Exhibit No. Description**

10.1 Letter Agreement, dated June 30, 2011, by and between the Company and James M. Lindstrom.

## 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: July 1, 2011

/s/ William L. Fiedler

William L. Fiedler

*Senior Vice President and General Counsel*

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## EXHIBIT INDEX

### **Exhibit No. Description**

10.1 Letter Agreement, dated June 30, 2011, by and between the Company and James M. Lindstrom.

4801 Woodway Drive  
Suite 200-E  
Houston, TX 77056  
T: 713.860.1500  
F: 713.860.1588  
www.ies-co.com



June 30, 2011

Mr. James M. Lindstrom  
145 Peckslund Road  
Greenwich, CT 06831

Dear Jim:

This letter is to memorialize the terms of your employment with Integrated Electrical Services, Inc. (the "Company"). The Board of Directors of the Company has appointed you as Interim Chief Executive Officer and President of the Company under the terms set forth below:

- Base Salary. You will receive a monthly base salary of \$25,000.00.
- Discretionary 2011 Incentive Award Opportunity. You are eligible to receive a discretionary cash and/or equity incentive award for fiscal year 2011 as determined by the Compensation Committee of the Board of Directors (the "Compensation Committee") based on your achievement of certain performance objectives to be established by the Compensation Committee.
- Restricted Stock Grant. Upon commencement of employment you will receive a one-time grant of 100,000 shares of restricted common stock pursuant to the Company's 2006 Equity Incentive Plan (the "2006 Plan"). This grant will vest as follows: 33,334 shares on December 16, 2011, 33,333 shares on December 16, 2012 and 33,333 shares on December 16, 2013 (each, a "Vesting Date"). If, prior to a Vesting Date, your employment is terminated by the Company other than for Cause, as defined in the 2006 Plan, a prorated number of the unvested shares shall vest based on the number of months that have passed from the most recent Vesting Date through the date of termination; provided, however, if after such termination you remain a member of the Company's Board of Directors, the grant will continue to vest until you cease serving on the Board.
- Executive Benefit Plans. You will be eligible to participate in executive benefit and compensation plans as approved by the Board of Directors, including the Company's Long Term Incentive Plan, supplemental executive life and disability insurance, and executive health physical.
- Travel Expenses. It is understood that you will commute from your residence in the State of Connecticut to Houston, Texas or other Company locations on a weekly basis. Your travel and lodging expenses incurred will either be paid for by the Company or you will be reimbursed for such expenses in accordance with Company policy.
- Additional Benefits. You will be eligible to participate in the Company's medical, dental, vision, disability, 401(k), and executive deferred compensation plans, beginning on August 1, 2011.

Sincerely,

/s/ William L. Fiedler  
William L. Fiedler  
Senior Vice President &  
General Counsel

AGREED AND ACCEPTED THIS 30th DAY OF JUNE 2011:

/s/ James M. Lindstrom  
James M. Lindstrom