Sample Interim Executive Director Agreements

*Adapted from BoardSource. Review with legal counsel before using.*

**An Agreement Between [organization name] and [interim executive]**

**for Interim Executive Services**

[Name of interim executive] (interim) has agreed to serve as the interim chief executive for [organization name].

**Position Overview**

The interim chief executive's role is to manage the organization and provide staff supervision until a permanent chief executive is hired and to assist the board and staff in preparing the organization for the new executive.

**Responsibilities**

[Outline responsibilities and clarify authority for check signing and contracts.]

On a part-time basis, the interim supervises all staff through the management structure, oversees the day-to-day operations of the organization, and carries out responsibilities determined by the transition task force and the board. All hiring and firing of staff, if any, will be done with the concurrence of the board chair. [Clarify check-signing authority.] The interim is authorized to sign all checks less than [dollar amount]; checks over [dollar amount] require a second signature by the treasurer or another officer. [Or] All checks must signed by a board member. Contracts can be executed only with the approval of the board chair.

**General Management Duties [replace with specifics]**

* Supervises all staff and contractors, and coordinates and provides oversight of day-to-day operations
* Cultivates and manages relations with key stakeholders, members and donors
* Meets all deadlines for all grant and contract applications, reports and other requirements
* Assists the board in fundraising planning, proposal writing and event planning as mutually agreed and subject to time availability
* Provides oversight of and reviews management systems, recommending changes as needed
* Supports the activities of the board, as agreed, in preparing for and recruiting and orienting the new chief executive
* Carries out other agreed-upon activities based on priorities outlined in the attached work plan

**Supervision**

Day-to-day supervision of the interim is the responsibility of the board chair. The interim is responsible for maintaining frequent communications with the board chair and for immediately informing the chair of any discoveries, abnormalities or emergencies. Weekly phone calls are recommended.

**Term, Hours and Fees**

The term of the assignment will be [start date] through [anticipated end date]. The end date is flexible, depending on the progress of the executive search and the organization's needs.

[Note that some interims prefer to work on a retainer rather than an hourly basis. In other words, the interim is paid a fixed dollar amount each month, and in return the interim agrees to work at least a certain number of hours or days each month.]

The interim will be retained as a contractor, at the rate of [amount] per hour. The assignment is part-time, not to exceed an average of [number] hours per [specify week or month].

As an independent contractor, the interim will not be entitled to employee benefits. The interim will submit a monthly invoice with a timesheet to the board chair or the board chair’s designee for review and approval.

The interim may terminate this agreement with fifteen (15) days' written notice for any reason unless a shorter time period is agreed upon. The organization may terminate this agreement immediately upon a breach or, if no breach has occurred, upon fifteen (15) days' written notice.

**Other Agreements**

The organization will reimburse the interim for business-related out-of-pocket expenses, such as approved out-of-area travel and local noncommuting travel while transacting business on behalf of the organization.

Agreed by:

[Name], Board Chair Date

[Name], Interim Executive Date