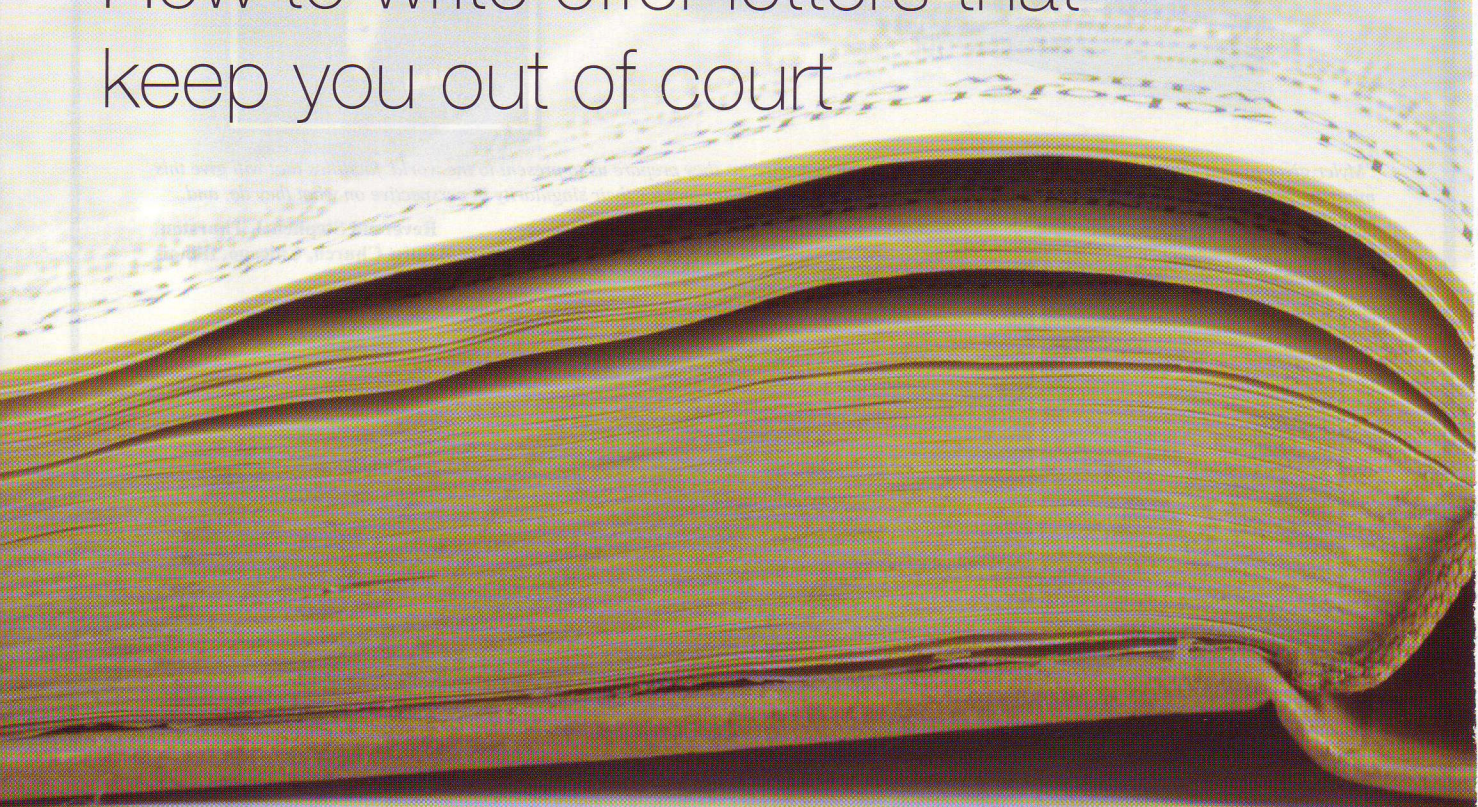


Employment

How to write offer letters that keep you out of court



MANY CHURCHES AND CHRISTIAN SCHOOLS use offer letters to communicate the terms of employment to potential employees. Offer letters seem simple to write, but they can land you in legal hot water, if you're not careful.

For example, simply saying: "We're so excited to have you join our ministry, and we expect you to be with us for a long time," can be construed by an employee (and the courts) to be a contractual offer of long-term employment. If you fire this employee six months later, he might sue you for breach of contract.

So, what should be included in an offer letter? The following guidelines and sample language should help you maneuver through many common mistakes employers make.

THE purpose of an offer letter is generally to extend an offer of employment to an individual and to communicate some basic benefit and employment information about the position. Generally speaking, an offer letter is not intended to be treated as a contract. However, if you include certain language, or fail to include other language, the courts could treat it as one.

An offer letter should include the following elements:

1. Title of the job that is being offered

2. Pay

3. Reference to a benefit schedule (or attachment that discusses some information they might need – such as vacation/sick time, sabbaticals, insurance)

4. Potential start date

5. At-will and termination language

6. Acceptance of the offer

AN offer letter should exclude the following elements:

- Promises of employment for a period of time ("We know you'll be with us for a long time" or "We're so excited to have you, and we expect you here until retirement" or "The next year will be a great one.")

- Job duties and responsibilities (only reference the title of the position)

- Detailed information about all your benefits

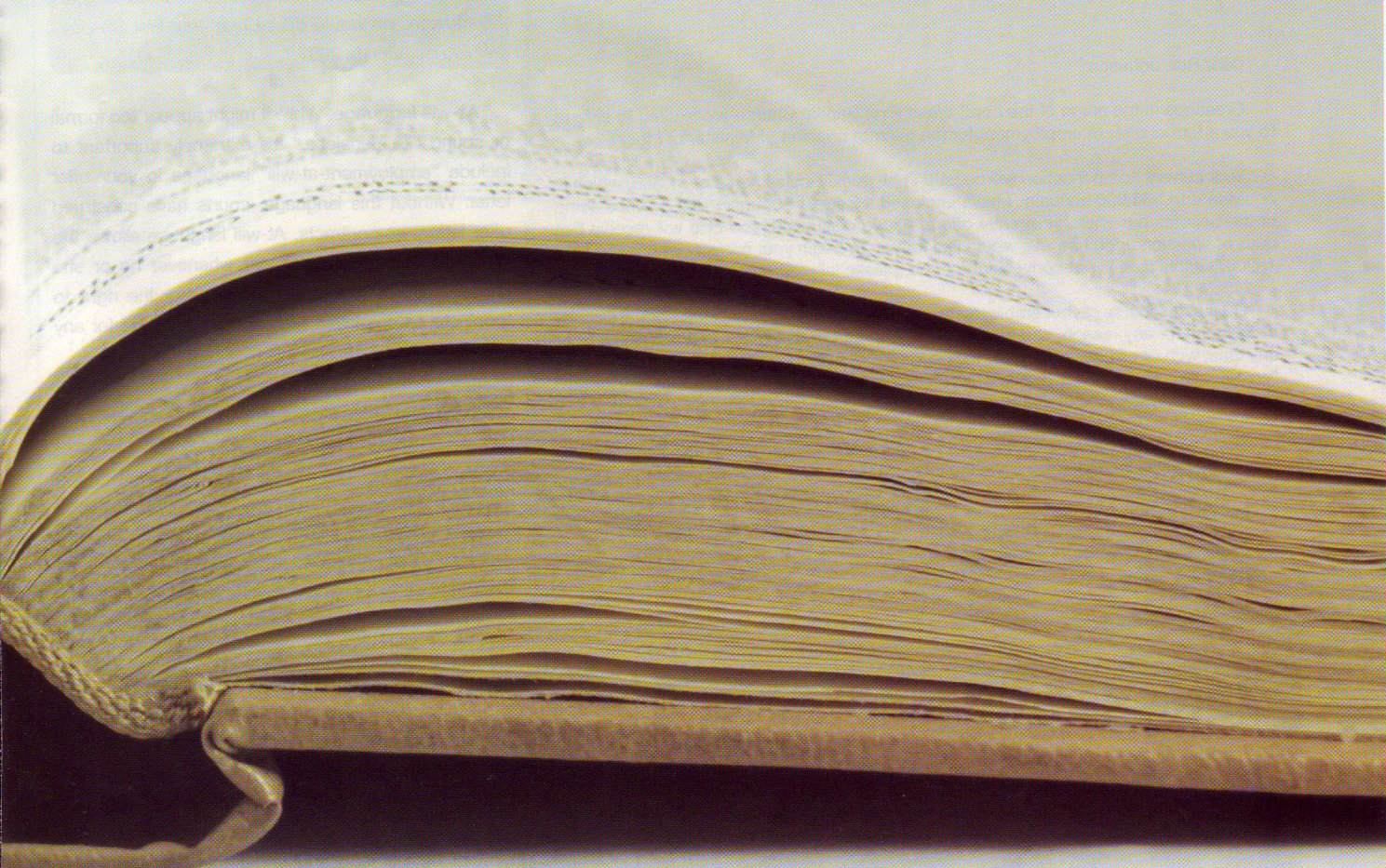
- Acceptance by signing the letter

Sample Offer Letter Language

Job title. It's a good idea to have a job description for every position you fill; however, the offer letter isn't the place to address specific job duties. Instead, provide the job description during the interview or after

nt Law

by Attorney Kathleen J. Turpin



the person has been hired. You might also want to mention whether or not the job position is exempt or non-exempt from overtime regulations.

Sample Language:

“Greetings in the name of the Lord! We at First Baptist Church are excited to extend to you a formal offer of employment for the exempt position of Minister of Music.”



Pay. Most applicants want to know what the position will pay. However, it’s important that your communication about pay won’t be interpreted as a permanent offer of employment.

The best practice is to reference pay in increments rather than an annual salary. That way, a court isn’t likely to infer the offer was for a specific period of time, such as a year. It’s also important to include employment-at-will language in any offer letter that references pay.

Sample Language:

“When you begin employment, your direct compensation will be \$10.24 per hour. Pay rates are established by the personnel committee of the church. Your current compensation will be paid in biweekly installments of \$1,385, which is equivalent to \$36,000 annually.”



General benefits. When including benefits in an offer letter, stick

to the basics. If you have a lot of benefit issues to address, you might want to include a separate benefit summary. A benefit summary could include more detailed information such as insurance premiums, waiting periods, unique benefits (such as sabbaticals), and others.

Somewhere on the benefit summary, it should state that benefits may be changed by the pastor, personnel committee or governing body at any time. The summary should also state that this does not change at-will employment.

If you choose to include benefits in an offer letter, stay fairly general. You’ll also want to clarify that benefits may be changed at any time.

Sample Language:

Option 1: “I have enclosed a Benefit Summary highlighting the indirect compensation provided for you in this employment offer. Benefits may be changed by the personnel committee at any time.”

Option 2: “I have enclosed a Benefit Summary outlining some of the benefits our church currently offers. Additionally, as we discussed, you will receive five days of vacation upon hire. Benefits are overseen by the governing body and may be changed at any time.”



Potential start date. You might choose to include the potential start date in your offer letter. However, it’s not recommended to reference a

Sample Offer Letter

Mar. 28, 2007

Rev. Jack Smith
First Baptist Church
2222 Lake Blvd.
Dayton, OH 45424

Dear Rev. Johnson:

Greetings in the name of the Lord! We at First Baptist Church are excited to extend to you a formal offer of employment for the exempt position of Minister of Music.

Your current compensation will be paid in bi-weekly installments of \$1,385, which is equivalent to \$36,000 annually. I have enclosed a Benefit Summary that outlines some of the benefits our church currently offers. As we discussed, you also will receive five days of vacation upon hire. We would like for you to begin your ministry with us on May 1, 2007. If this time is not convenient for you, please let me know.

During the course of your employment, you are free to resign from First Baptist Church at any time for any reason, and we also have the right to terminate your employment at any time, with or without advance notice and with or without cause. This is described as "employment at will." First Baptist Church has not made a commitment for any length, duration or permanence of employment.

The entire staff enjoyed meeting with you last week. Please let us know if you wish to accept this offer of employment. We look forward to hearing from you.

In Christ's Service,

Rev. Jack Smith

probationary period or a specific period of time, since courts might view this as creating a contract.

Sample Language:

Option 1: "We would like for you to begin your ministry with us on May 1, 2007. If this time is not convenient for you, please let me know."

Option 2: "To include you in our 2007 Celebrate Life campaign, we would desire that your first Sunday would be Apr. 15, 2007."

At-will language. While it might appear too formal or sound like "legalese," it's extremely important to include "employment-at-will" language in your offer letter. Without this language, courts have construed offer letters as contracts. At-will language allows the employee to end employment whenever he or she chooses, but it also gives the ministry the right to terminate an employee with or without cause for any reason not prohibited by law.

Sample Language:

"During the course of your employment, you are free to resign from First Baptist Church at any time for any reason, and we also have the right to terminate your employment at any time, with or without advance notice and with or without cause. This is described as 'employment at will.' First Baptist Church has not made a commitment for any length, duration or permanence of employment."

Acceptance. The final portion of an offer letter requests that the applicant formally accept the offer. It's also the opportunity to end the letter on an upbeat note.

Generally, you shouldn't have the employee sign and return the letter, since this makes it look as if a contract were being signed. After the position has been filled, have the new employee sign an acknowledgment of having read and understood the employee handbook. Your handbook should include a policy that states all personnel are employed at will.

Sample Language:

Option 1: "The entire staff enjoyed meeting with you last week. Please let us know if you wish to accept this offer of employment. We look forward to hearing from you."

Option 2: "We are looking forward to having you join our ministry team to help fulfill the law of Christ. I look forward to receiving your acceptance verbally or in writing in the near future."

Bringing on a new ministry member is an exciting time filled with promise and potential. Start out on the right foot. These guidelines will help you walk through the first of many decisions you'll make about this new employee.

This article provides information intended to help you evaluate potential risks to your ministry. It should not be considered legal advice. Please consult a local attorney to learn how the law applies to your specific circumstances.

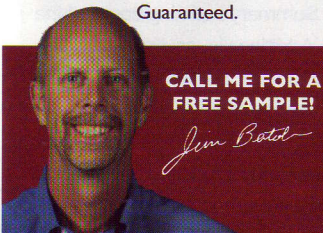
Attorney Kathleen J. Turpin is the vice president of human resources for Brotherhood Mutual Insurance Company. For free resources, visit www.brotherhoodmutual.com.

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