



Offer Letter

from *Firing at Will: A Manager's Guide* by Jay Shepherd.
Copyright 2011. For more information, go to firingatwill.com

Dear Fred:

It is my absolute pleasure to extend you this offer to join the Agency Zero team in the role of Account Director. I am highly confident that you possess the skills and experience necessary to succeed in this challenging role.

Here are some of the details of the job offer:

- **Employment at will.** This is an at-will position. This means you are not obligated to stay any longer than you want, and you can leave for any reason or for no reason at all. I sincerely hope that will not happen anytime soon. Naturally, Agency Zero has the same freedom to end the relationship.
- **Pay.** Your starting base salary will be at an annualized rate of \$45,000. You will be paid semimonthly (\$1,875 twice a month). As a creative professional, you will be exempt from federal overtime law. Bonuses and raises will be at the firm's discretion and will be based primarily on your performance and the firm's performance.
- **Commissions.** In addition to your salary, you will have the opportunity to earn more money by bringing in new business to the firm. For any new client that you are responsible for bringing to the firm, we will pay you a commission of 5 percent of the revenue actually paid by the client during its first twelve months of working with us. To remain eligible to receive commissions, you must still be actively involved in maintaining our relationship with the client.
- **Work schedule.** Account director is a full-time salaried position. Our regular office hours are from 8:30 a.m. to 5:00 p.m. weekdays, but from time to time you will need to perform work at other times including weekends.
- **Vacation.** You will be entitled to take three weeks of paid vacation per calendar year. The vacation time will accrue monthly. The more advance notice you give, the better we'll be able to accommodate

your vacation-schedule requests. Because we believe it's important to recharge your batteries periodically, we'll want you to take the vacation during the year you earn it; the time won't carry over into the following year, unless our scheduling prevents you from taking some of your time.

- **Holidays.** The seven major ones are paid days off: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The minor holidays (MLK Day, Columbus Day, Veterans Day, and Thanksgiving Friday) will be ad hoc: if we close those days, you will receive them as paid holidays also.
- **Volunteer time.** Because public service is so important to us, we will pay you for up to two days (or four half-days) per year for volunteer service you provide. We will need to approve the time in advance.
- **Insurance.** We will provide you with individual health-insurance coverage and contribute half of the monthly premium.
- **Nonsolicitation and confidentiality agreement.** In exchange for this job, you will need to sign a nonsolicitation and confidentiality agreement that protects our secrets and our customer relationships. As you know, these agreements are standard in this industry.

Because the firm is still small, you will have a great opportunity to get in on the ground floor. You will enjoy much more responsibility than you would at a large firm, and you will be instrumental in growing a first-class public-relations firm. I know you will make a great addition to this agency and that your contributions will be an integral part of our growth and success.

Welcome to Agency Zero, Fred. I think we'll accomplish a lot together. It should be fun.

Very truly yours,