

SOLVE THIS DILEMMA FIRST

Imagine this scenario. You plan your preaching schedule for next year and plan to share a series on eight important Bible doctrines. You decide to call the series *We Believe*. In order to help cement these key teachings into the minds and hearts of your congregation, you begin to write daily devotionals or short studies to go along with the series. In order to make your devotionals look professional and in an attempt to enlarge your ministry to other people around the world, you choose to formally publish your devotionals in a book. You will take ideas from your future sermons and expand them a bit throughout the devotional book. Some of the material you use in the book will also be used in the sermon series.

Imagine that you eventually complete the book and publish it. The book sells well in your church, even though you price it so as not to really personally benefit from the sales. Sales on Amazon, however, are different. Your book catches on through social media, and before you know it, you have sold 10,000 copies. After a few weeks, you are an overnight success and have become a best-selling author. Ten thousand sales turn into 25,000, and before you know it, you receive a royalty deposit into your bank account of \$100,000.

You are amazed at your success, but one day you get a visit from a member of your trustees, who happens to have a friend in tow. His friend is a lawyer, and you are informed that the royalties from your book belong to the church.

You think to yourself, “There’s no way my royalties belong to the church. I wrote the book, and all of the sales took place on Amazon. It has nothing to do with my church.”

The lawyer informs you that the Copyright Act of 1976 qualifies a pastor’s sermons as “work for hire,” and the sermons

are technically the intellectual property of the employer, the church. Because much of the content came from sermons the pastor wrote for the congregation while being employed by the church, the royalties belong to the church.

You are stunned with this information. That night, you do a little research of your own and discover the lawyer just might be correct. You realize that your success was short-lived, at least the financial success, but you thank God that your book at least has had a global impact.

When I first heard about this issue of intellectual property rights, I couldn't believe it. If this issue were really pressed, every sermon I prepare for my congregation while being employed by my church belongs to my church, not me. That means that I do not even have the right to preach it at another church, and any financial gain I achieve because of those sermons belongs to my church. A number of pastors have gotten into trouble over this matter, so it is best to solve this dilemma up front.

Solving the problem is not really a big deal, but you need to solve it *before* it becomes a problem. If you are only dealing with royalties totaling \$100, I doubt you will face any challenges. If you happen to write the next *Purpose Driven Life* and sell a million copies, you could face a sticky issue.

You can solve this problem by creating a legal document that is approved by your church leadership. It really depends upon how your church government is handled, but whoever makes the decisions in your church should approve the document. Most decisions are made in my church by a group of elders. When I began writing, I brought the issue up with the elders of my church, and we drafted an agreement. If you click on this link, I will send a confirmation to your e-mail, and you will be given directions on how to get a copy of my agreement. I plan to write in another book about making sure that we are not being unethical with our writing, which means among other

things that we are not using church time to profit at the church's expense. You will probably, however, be using material in your books that you have also used in your sermons. It's best to deal with matter now. Don't wait.

The elders of my church thought the law was ridiculous and couldn't believe that the sermon material didn't belong to me. They had no problem with establishing an agreement that now applies not only to me, but also to all of our staff.

You may think your congregation will never cause you a problem about your writing. I hope they would not, but what if they do? It's best to take the proper steps now. I encourage my staff to write and produce products that will be a blessing to others, and I want all of us to be protected. I have included some links below of additional articles along with a copy of the policy we created at my church. Feel free to copy it word for word, with the obvious exception of changing the church's name.

Helpful Resources

You will find numerous articles written on this topic on the Internet. Here's a couple I suggest you read:

[Christianity Today](#)

[Lifeway](#)

Here's a link to an extensive Intellectual Property Rights agreement put together by [Christ Community Church](#) located in Chicago.

You will find the agreement below that we came to when I decided to publish my first book. We considered several options, and eventually chose the following policy. While it gives me ownership of intellectual property, it also offers to my church use of anything I write.

SonRise Baptist Church Intellectual Property Rights Policy

The ministerial staff members of SonRise Baptist Church of Newnan, Georgia, “the Church,” shall be granted copyright ownership to all “works,” in form, content, and creative content, published or unpublished, developed by the member during his or her tenure at SonRise. The Church shall have the right to use the staff members’ images and developed works, i.e. sermons, books, songs, video productions, etc. in its ministries without payment of royalties during any staff member’s tenure. Materials (works) developed for use in the church may be produced, re-produced, and used without payment of royalties even after the staff member’s tenure ends.

The parties to this policy recognize the difficulties inherent in “cataloguing” the initiation of works regardless of their nature, such that the Church could determine if said works were created on “church time,” therefore, it is agreed that for the Church to have access to the developed materials for future use as intended in the paragraph above, it is each member’s obligation to save and retain the works initiated during tenure with SonRise and provide those materials, whether finished or unfinished, in media suitable for use by the Church, upon request or otherwise upon member’s termination of employment with SonRise.

Furthermore, for members’ works developed solely or in part for the purpose of sale or dissemination outside SonRise, promotion of said works within SonRise (via its operations or by contact with members and guests) should be in keeping with the mission of the Church. The Elders of SonRise reserve the right to make this determination and to affect any agreed remedy, should it become necessary.