

**KITSAP PUBLIC HEALTH BOARD  
SPECIAL MEETING**

**AGENDA**

October 21, 2014  
Sinclair Room, 4<sup>th</sup> Floor  
8:30 a.m. to 9:00 a.m.  
Norm Dicks Government Center

**ACTION ITEMS:**

- |           |    |   |
|-----------|----|---|
| 8:30 a.m. | 1. | Health Officer Offer of Employment<br><i>Scott Daniels, Administrator</i> |
| 9:00 a.m. | 2. | Adjourn   |

**Board Committee Meeting Reminder:**

- Finance Committee: October 30, 2:00-3:00 p.m., NDGC Sinclair Room, 4<sup>th</sup> Floor

# MEMO

**To: Kitsap Public Health Board**  
**From: Scott Daniels, Administrator**  
**Date: October 17, 2014**  
**Re: Health Officer Recruitment – Offer of Employment to Susan Turner, MD**

The purpose of the Special Board Meeting on October 21<sup>st</sup> is to reach a decision on hiring Dr. Susan Turner as the Kitsap Public Health District's next Health Officer. To assist with the Board's discussion, attached are the following documents:

1. Draft Employment Agreement with Susan Turner, MD
2. Prior Employment Agreement with Scott Lindquist, MD (for comparison)
3. Moving Cost Estimates from Pensacola, FL to Kitsap County, WA

Following the Board's interview of Dr. Turner on October 7<sup>th</sup>, selected staff and community partners conducted a second interview that same day with Dr. Turner. The second interview went very well and the participants recommended moving forward with the hire. Additionally, since that time, we have conducted three reference checks for Dr. Turner. All were very positive.

As a result, the District is recommending that the Board make a formal offer of employment to Dr. Turner for the District's Health Officer position. If the Board approves the hire, the District will then proceed to negotiate, on behalf of the Board, an employment agreement with Dr. Turner. Following that, we would then request the Board to approve the final negotiated employment agreement at the Board's regular meeting in November.

As recommended at our last Executive Session, the draft employment agreement is effective for two years and includes a six-month probationary period. At the recommendation of legal counsel, we've included language that employment is conditioned upon satisfactory completion of probation. The agreement includes a starting 2014 salary offer, as posted in the job announcement, of \$13,746 per month, which will increase in January to \$13,884 per month due to a 1% salary increase established for all District employees effective in 2015. The agreement also includes reimbursement for moving costs not to exceed \$10,000.

We are very motivated to make an offer of employment to Dr. Turner and look forward to the opportunity to proceed sooner rather than later during a very busy time for the District. If you have questions or need additional information, please feel free to contact me at 360-337-5287, or at [scott.daniels@kitsappublichealth.org](mailto:scott.daniels@kitsappublichealth.org).

**EMPLOYMENT AGREEMENT**  
**Between**  
**KITSAP PUBLIC HEALTH BOARD**  
**And**  
**SUSAN TURNER, MD**

The Kitsap Public Health Board (hereinafter referred to as the "Board") and Susan Turner, MD, (hereinafter referred to as the "Employee") agree as follows regarding the terms and conditions of the Employee's employment:

**1. Scope of Employment**

The Board will employ the Employee as the Health Officer of the Kitsap Public Health District (hereinafter referred to as the "District"). The Employee's duties are more fully described in Attachment A to this Agreement (the District's Job Classification for Health Officer) and in RCW 70.05. The Employee will use her best efforts, skills, and abilities in performing the duties of such employment.

**2. Term of Employment**

The Employee will serve in the position of Health Officer until her position is modified or terminated in accordance with Sections 9, 10, and 11 of this Agreement and RCW 70.05.050. This Agreement is in effect from November \_\_, 2014, until December 31, 2016.

**3. Compensation of Employee**

(a) Wages. The Employee will be paid at a salary rate of \$13,746 per month effective November \_\_, 2014 until December 31, 2014. Such salary will be paid subject to applicable deductions and withholdings, and on the District's regular payroll schedule. Effective January 1, 2015, and annually thereafter for the life of this Agreement, the Employee will receive any wage adjustments, including any cost-of living increases, market adjustments, or general increases, consistent with the adjustments and increases made to the wages of the District's other non-union exempt-status employees. Additional adjustments to the Employee's salary are at the discretion of the Board and will be based on evaluations of performance.

(b) Workweek. The basic workweek is 40 hours.

(c) Expenses. The Board will reimburse the Employee for all other work-related expenses incurred during the term of his employment as allowed by and pursuant to the District's general expense reimbursement policies.

(d) Health Benefits. The Board will provide health care coverage for the Employee in the same manner as provided for the District's other non-union exempt-status employees.

(e) Leave. The Employee will receive the same leave benefits as outlined in the District's Personnel Manual for the District's other non-union exempt-status employees. The

Employee may carry over a maximum of three-hundred sixty (360) hours of general leave from one calendar year to the next. The Employee will receive compensation for a maximum of two hundred and forty (240) hours of accrued, but unused, general leave at the termination of his employment with the District.

(f) Holidays. The Board provides paid leave on the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas, and one floating holiday of the Employee's choice.

(g) Retirement Benefits. The Employee will contribute to and receive retirement benefits pursuant to the Washington Public Employees' Retirement System (PERS).

(h) Professional Liability Insurance. The District will provide professional liability coverage for Public Health Professionals for actions or proceedings for damages arising from acts or omissions while performing or in good faith purporting to perform Employee's official duties.

(i) Other Benefits. For the duration of his employment with the District, the Employee will receive other benefits that are provided either currently or in the future to the District's other non-union, exempt-status employees.

(j) Relocation Expenses. The District will reimburse the Employee for relocation expenses to move the Employee's personal property from Pensacola, Florida to the Kitsap County area. Relocation expenses eligible for reimbursement include travel, packing, moving, storage, unpacking and insurance, and shall not exceed \$10,000. Reimbursement will be made as allowed by and pursuant to the District's general expense reimbursement policies.

#### **4. Probationary Period**

Employee will be considered a probationary employee during the first six months of employment. During the probationary period, the Board will monitor the Employee's performance closely to ensure that Employee's performance is satisfactory and that the Employee is otherwise a good fit for the District. If the Board believes that Employee is having performance or other problems, it may extend the probationary period, require earlier and/or more frequent performance reviews, intervene in an attempt to correct any perceived deficiencies, and/or revoke Employee's contingent employment. The probationary period and revocation of Employee's contingent employment is not subject to the terms and conditions of Section 11 herein or RCW 70.05.050.

#### **5. Performance Review**

The Employee will receive formal performance reviews at the end of the Employee's six-month probationary period, at the end of this Agreement, and at two-year intervals thereafter.

## **6. Professional Development**

The Board will reimburse the Employee for the costs associated with attending job-related professional and continuing education training programs as provided in the District's annual budget.

## **7. Nondiscrimination**

The Employee will comply with all federal, state, and local laws that prohibit discrimination or harassment in employment.

## **8. Integration**

This Agreement contains the entire agreement concerning the employment of Employee, and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. The parties stipulate that there are no promises, terms, conditions, representations, or obligations other than those specifically set forth in this document.

## **9. Termination**

In compliance with RCW 70.05.050, the Board will provide the Employee with written notice of any disciplinary action that may include termination as a sanction. Prior to terminating the Employee, the Board will also provide the Employee with a hearing and an opportunity to be heard regarding any alleged disciplinary infractions or performance issues that may result in termination.

## **10. Notice of Employee's Intention to Terminate**

In the event that the Employee terminates her employment with the District for any reason, the Employee agrees to provide the Board with ninety (90) days advance written notice. If the Employee fails to provide the Board with ninety (90) days advance written notice, the Board will not compensate the Employee for the value of any accrued but unused leave in accordance with Paragraph 3(e) of this Agreement.

## **11. Notice of Employer's Intention to Terminate**

In the event that the Board terminates the Employee for convenience (as opposed to termination for "just cause"), the Board will provide, in addition to the notice and hearing required under RCW 70.05.050, ninety (90) days advance written notice to the Employee. At the Board's option, the Board may pay the Employee three (3) months of severance pay in lieu of ninety (90) days notice. For the purposes of this Agreement, "just cause" is any reason for which any other District non-union non-exempt employee may be discharged, as more fully described in the District's Personnel Manual in effect at the time of the termination. Employee will not be entitled to severance pay should the Employee be terminated for "just cause" or resign.

**12. Modification**

This Agreement may be amended or modified only in writing by the Board and signed by the current chair of the Board.

**13. Severability**

If any provision of this Agreement is held invalid, the remainder of the Agreement, and the remaining rights and obligations of the parties, shall be construed and enforced as if the Agreement did not contain the invalid part.

**14. Venue**

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and any action at law, suit in equity, or other proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap.

**15. Extraneous Representations**

The Employee has read and understands the whole of the above Agreement and states that no representation, promise, or agreement not expressed in this document has been made to induce the Employee to enter into it.

**Dated** this \_\_\_\_ day of \_\_\_\_\_, 2014.    **Dated** this \_\_\_\_ day of \_\_\_\_\_, 2014.

**EMPLOYEE**

**KITSAP PUBLIC HEALTH BOARD**

\_\_\_\_\_  
Susan Turner, MD

\_\_\_\_\_  
Patty Lent, Chair

**EMPLOYMENT AGREEMENT**  
**Between**  
**KITSAP PUBLIC HEALTH BOARD**  
**And**  
**SCOTT W. LINDQUIST, MD, MPH**

The Kitsap Public Health Board (hereinafter referred to as the “Board”) and Scott W. Lindquist, MD, MPH, (hereinafter referred to as the “Employee”) agree as follows regarding the terms and conditions of the Employee’s employment:

**1. Scope of Employment**

The Board will employ the Employee as the Health Officer of the Kitsap Public Health District (hereinafter referred to as the “District”). The Employee’s duties are more fully described in Attachment A to this Agreement (the District’s Job Classification for Health Officer) and in RCW 70.05. The Employee will use his best efforts, skill, and abilities in performing the duties of such employment.

**2. Term of Employment**

The Employee will serve in the position of Health Officer until his position is modified or terminated in accordance with Section 8 or 9 of this Agreement and RCW 70.05.050. This Agreement is in effect from November 5, 2013, until December 31, 2014.

**3. Compensation of Employee**

(a) Wages. The Employee will be paid at a salary rate of \$13,543 per month effective November 5, 2013, until December 31, 2013. Such salary will be paid subject to applicable deductions and withholdings, and on the District’s regular payroll schedule. Effective January 1, 2014, and annually thereafter for the life of this Agreement, the Employee will receive any wage adjustments, including any cost-of living increases, market adjustments, or general increases, consistent with the adjustments and increases made to the wages of the District’s other non-union exempt-status employees. Additional adjustments to the Employee’s salary are at the discretion of the Board and will be based on evaluations of performance.

(b) Workweek. The basic workweek is 40 hours.

(c) Expenses. The Board will reimburse the Employee for all other work-related expenses incurred during the term of his employment as allowed by and pursuant to the District’s general expense reimbursement policies.

(d) Health Benefits. The Board will provide health care coverage for the Employee in the same manner as provided for the District’s other non-union exempt-status employees.

(e) Leave. The Employee will receive the same leave benefits as outlined in the District’s Personnel Manual for the District’s other non-union exempt-status employees. The Employee may carry over a maximum of three-hundred sixty (360) hours of general leave from

one calendar year to the next. The Employee will receive compensation for a maximum of two hundred and forty (240) hours of accrued, but unused, general leave at the termination of his employment with the District.

(f) Holidays. The Board provides paid leave on the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas, and one floating holiday of the Employee's choice.

(g) Retirement Benefits. The Employee will contribute to and receive retirement benefits pursuant to the Washington Public Employees' Retirement System (PERS).

(h) Other Benefits. For the duration of his employment with the District, the Employee will receive other benefits that are provided either currently or in the future to the District's other non-union, exempt-status employees.

#### **4. Professional Development**

The Board will reimburse the Employee for the costs associated with attending job-related professional and continuing education training programs.

#### **5. Performance Review**

The Employee will receive a formal performance review on a biennial annual basis.

#### **6. Nondiscrimination**

The Employee will comply with all federal, state, and local laws that prohibit discrimination or harassment in employment.

#### **7. Integration**

This Agreement contains the entire agreement concerning the employment of Employee, and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. The parties stipulate that there are no promises, terms, conditions, representations, or obligations other than those specifically set forth in this document.

#### **8. Termination**

In compliance with RCW 70.05.050, the Board will provide the Employee with written notice of any disciplinary action that may include termination as a sanction. Prior to terminating the Employee, the Board will also provide the Employee with a hearing and an opportunity to be heard regarding any alleged disciplinary infractions or performance issues that may result in termination.

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not compensate the Employee for the value of any accrued but unused leave in accordance with Paragraph 3(e) of this Agreement.

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In the event that the Board terminates the Employee for convenience (as opposed to termination for “just cause”), the Board will provide, in addition to the notice and hearing required under RCW 70.05.050, ninety (90) days advance written notice to the Employee. At the Board’s option, the Board may pay the Employee three (3) months of severance pay in lieu of ninety (90) days notice. For the purposes of this Agreement, “just cause” is any reason for which any other District non-union non-exempt employee may be discharged, as more fully described in the District’s Personnel Manual in effect at the time of the termination. Employee will not be entitled to severance pay should the Employee be terminated for “just cause” or resign.

**11. Modification**

This Agreement may be amended or modified only in writing by the Board and signed by the current chair of the Board.

**12. Severability**

If any provision of this Agreement is held invalid, the remainder of the Agreement, and the remaining rights and obligations of the parties, shall be construed and enforced as if the Agreement did not contain the invalid part.

**13. Venue**

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and any action at law, suit in equity, or other proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap.

**14. Extraneous Representations**

The Employee has read and understands the whole of the above Agreement and states that no representation, promise, or agreement not expressed in this document has been made to induce the Employee to enter into it.

**Dated** this \_\_\_ day of \_\_\_\_\_, 2013.    **Dated** this \_\_\_ day of \_\_\_\_\_, 2013.

**EMPLOYEE**

**KITSAP PUBLIC HEALTH BOARD**

\_\_\_\_\_  
Scott W. Lindquist, MD, MPH

\_\_\_\_\_  
Josh Brown, Chair

Moving Cost Estimates	
Relocate from Pensacola, FL to Kitsap County, WA	
Other costs to consider:	
1) footage from home to van at carry out and destination.	
2) steps at origin and destination.	
3) full value protection (could be additional \$1,000).	
4) vehicles additional (\$1,200 per vehicle).	
VIP	
Based on cubic feet. Estimated 1200 Cubic Feet, (each additional Cubic foot is \$4.79) <b>8,500 pounds/28'</b> Moving Van (normal 3/bedroom home).	
Load/Unload and Fuel.	\$ 5,700.00
Full service: wrap, box, pad, pack and unpack, (includes boxes) extra \$1.05 per cubic foot. Basic insurance coverage. Load and unload. Disassemble and reassemble furniture. Tax, mileage and tolls. <b>Packing materials are extra.</b>	\$ 1,260.00
Insurance	\$ 1,000.00
Vehicles - 2	\$ 2,400.00
<b>TOTAL</b>	<b>\$ 10,360.00</b>
Colonial Van Lines	
Based on Weight. Not knowing weight, he <b>estimated 9,000 pounds</b> (average 3/bedroom home.	\$ 4,803.20
Binding Estimate Fee: Personal moving coordinator. Itemized inventory, loading and unloading, disassembly and assembly, wrapping of furniture, fuel, taxes and toll fees, boxes,	\$ 1,948.00
Cost for Packing.	\$ 2,000.00
Insurance	\$ 1,000.00
Vehicles - 2	\$ 2,400.00
<b>TOTAL</b>	<b>\$ 12,151.20</b>
National Van Lines, Inc.	
Deana Esparza: 708-450-2990	
Based on Weight and distance. <b>Estimate is on 6,000 pounds.</b> Loading, unloading, fuel and insurance, low estimate for a 3-bedroom house.	\$ 5,000.00
packing the contents of the home (\$1500 or higher).	\$ 1,500.00
Insurance	\$ 1,000.00
Vehicles - 2	\$ 2,400.00
<b>TOTAL</b>	<b>\$ 9,900.00</b>
G8 Vanlines	
<b>Based on 1,000 cf (\$6.25 per cf) or 7,000 pounds</b> (Basic estimate)	\$ 6,250.00
Insurance protection estimate is \$1,000 - 2,066.00 (can go as high as \$42,000)	\$ 2,000.00
<b>Packing materials and labor are extra.</b> Fuel charge is additional ten percent.	\$ 625.00
Vehicles - 2	\$ 2,400.00
<b>TOTAL</b>	<b>\$ 11,275.00</b>
Average of All Estimates	\$ 10,921.55