

**EMPLOYMENT AGREEMENT**  
**Between**  
**KITSAP PUBLIC HEALTH BOARD**  
**And**  
**YOLANDA FONG, RN, MN, PHNA-BC**

The Kitsap Public Health Board (hereinafter referred to as the “Board”) and Yolanda Fong, RN, MN, PHNA-BC (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 Administrator 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 Administrator) 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 Administrator until her position is modified or terminated in accordance with Section 8 or 9 of this Agreement and RCW 70.05.040. This Agreement is in effect from November 8, 2023, until December 31, 2026.

**3. Compensation of Employee**

(a) Wages. The Employee will be paid at a salary rate of \$12,650 per month effective November 8, 2023. Such salary will be paid subject to applicable deductions and withholdings, and on the District’s regular payroll schedule. For the term of this contract, the Employee will receive any market-based, wage adjustments, or general increases consistent with the adjustments and increases made to the wages of the District’s other non-union, exempt-status employees. Effective January 1, 2025, the Employee, with sustained satisfactory performance, will receive a market-based wage adjustment of 5%, in addition to any general increases or adjustments approved for January 1, 2025, as specified above. (See Item 5, Performance Review) Any additional adjustments to the Employee’s salary are at the discretion of the Board and based on successful 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.

Employment Agreement – Yolanda Fong - 2371

Page 2 of 3

(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, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Native American Heritage Day, (the Friday after Thanksgiving), Christmas, and one floating holiday of the Employee's choice. If a holiday falls on a Saturday, it shall be observed the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

(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 as provided in the District's annual budget. Such training includes up to \$5,000.00, specifically, for a Professional executive leadership coach, provided said training is concluded within the first two (2) years of this employment contract.

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

The Employee will receive a formal performance review prior to January 1, 2025, and at the end of this Agreement.

#### **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**

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.

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

In the event that the Employee terminates his employment with the District for any reason, the Employee agrees to provide the Board with sixty (60) days advance written notice. If the Employee fails to provide the Board with sixty (60) days advance written notice, the Board will

Employment Agreement – Yolanda Fong - 2371

Page 3 of 3

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

**10. Notice of Employer’s Intention to Terminate Modification**

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. Additionally, the Board agrees to pay six (6) months COBRA coverage on behalf of Employee for Employee and covered dependents upon 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 Venue**

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 8 day of November, 2023. Dated this 8 day of November, 2023.

**EMPLOYEE**

**KITSAP PUBLIC HEALTH BOARD**

Yolanda Fong  
Yolanda Fong, RN, MN, PHNA-BC

Becky Erickson, Chair  
Becky Erickson, Chair

## Attachment A ADMINISTRATOR

### DEFINITION

Under policy direction from the Kitsap Public Health Board (“Board”), the Administrator serves as executive secretary and administrative officer for the Board and is responsible for overseeing the District’s business operations and such other administrative duties required by the Board and pursuant to RCW 70.05.045, except for duties assigned to the Health Officer as enumerated in RCW 70.05.070 and other applicable state law. The Health Officer and Administrator positions collaborate constructively to achieve the District’s vision, mission, strategic plan, and policy direction from the Board. The Administrator is responsible for the administration of all programs and functions of the district, including, but not limited to, entering into contracts with third parties and other agencies within the budget set by the Public Health Board, hiring and firing of personnel, and purchasing needed supplies and equipment. The incumbent directs and supervises the Administrative Services Division, the Community Health Division, and the Environmental Health Division, and oversees the Public Health Infrastructure Division, in collaboration with the appropriate Division Director, and is responsible for developing and implementing the District’s annual budget as approved by the Board. The incumbent is expected to apply a full working knowledge of local public health programs, laws and regulations, and modern management practices and principles to varied and complex work situations. Duties require innovative leadership and active collaboration with a wide range of strategic partners and stakeholders, and managing a dynamic organization to address public health issues in a rapidly changing community environment. The Administrator is responsible for collaborating with the Health Officer, Division Director, and Program Managers to provide administrative support to operationalize health policy objectives. The Health Officer and Administrator positions are intended to support each other and serve as back-up to each other as needed to fulfill the District’s vision and mission.

### DISTINGUISHING CHARACTERISTICS

Appointed by and reporting directly to the Board, the incumbent serves as the executive secretary and administrative officer for the Board, and exercises guidance and oversight over District administrative operations and such other administrative duties required by the Board. This classification is distinguished from the Health Officer who has powers and duties set forth under state law and who oversees community health assessment, public health policy development and implementation, and assurance of health service delivery. Although the Administrator may delegate some responsibilities to fellow members of the Executive Leadership Team, the executive secretary and administrative officer responsibilities performed for the Board, and the administration of the District’s business operations and activities, are ultimately the responsibility of the Administrator, except for those duties and responsibilities assigned to the Health Officer in RCW 70.05.070 and other applicable state law. This description reflects the general concept and intent of the classification and should not be construed as a detailed statement of all the work requirements that may be inherent in the position.

### ESSENTIAL FUNCTIONS

- Oversees administration of all programs and functions of the district, including, but not limited to, entering into contracts with third parties and other agencies within the budget set by the Health

Board, hiring and firing of personnel, and purchasing needed supplies and equipment to carryout Health District functions.

- Directs, manages, coordinates, and evaluates the day-to-day administrative and business operations of a comprehensive countywide public health agency that effectively identifies and addresses the needs of a diverse population.
- Oversees tasks related to effective administration of the District, such as human resources and support services management, financial management, facilities management, information technology management, efficient use of resources and technology, legal compliance, and timely execution of administrative programs and activities performed by the agency.
- Develops and implements strategic short- and long-range plans, programs, goals, and objectives. Facilitates and coordinates cooperative planning in conjunction with other entities. Reviews and updates planning recommendations. Balances fiscal impact, agency and employee resources, , and legal implications when collaborating with the Health Officer to develop and implement public health policies and strategies.
- Participates as a member of the Executive Leadership Team, overseeing the planning, development, and implementation of District administrative, legal, and personnel policies, procedures, and regulations.
- Advises the Board and Board committees on public health infrastructure needs at the District and in the community and makes recommendations to the Board on administrative aspects of policies and programs. Ensures the provision of expert public health advice and leadership to support and inform an evidence-based approach to planning, developing, and delivering public health services and programs.
- Establishes effective performance measurement criteria to plan and evaluate public health services consistent with state mandates and public policy parameters in collaboration with the Executive Leadership Team. Oversees continuous quality improvement agency wide. Assures and measures District conformance with state public health standards and national accreditation requirements.
- Directs activities ensuring efficient and effective use of available personnel, funds, materials and space and in compliance with guidelines, procedures and regulations. Collaborates and confers with Health Officer and appropriate Division Director on program definition, priorities and administration.
- Promotes teamwork within the agency. Identifies trends and problems hindering progress and develops and implements recommendations for problem resolution.
- Oversees the preparation of and justifies the agency budget. Monitors and maintains revenues and expenditures within budget guidelines. Monitors cash flow to assure solvency and monitors the District's debt repayments. Implements cost-effective measures and uses resources and technology effectively to increase productivity. Negotiates and manages contracts for services and agreements between the District and outside entities or consultants to provide public health services to or for community and private nonprofit and health care organizations. Assures grant and contract compliance.
- Oversees human resources programs and activities agency wide. Participates as a member of the Executive Leadership Team to select new employees. Assigns, supervises, and evaluates work consistent with assigned job classification. Establishes performance standards. Conducts and/or reviews performance evaluations to guide the development of employees and provide a record of performance and ensure consistent evaluations throughout the agency. Assists the Human Resources Manager in interpreting and applying collective bargaining agreements and personnel policies. Reviews, revises and authorizes consistent employment actions. Initiates, documents and implements disciplinary actions. Resolves and documents grievances, works in conjunction with the Human Resources Manager concerning grievances and other sensitive personnel matters.

- In collaboration with the Health Officer, oversees the District's safety and risk management programs, to include identifying and assessing the risk of loss, selecting appropriate risk management techniques, monitoring, and administering insurance coverage and claims.
- On an ongoing basis, reviews, interprets and prepares data to analyze and makes recommendations about which programs and/or major project proposals should be initiated, modified or dropped. Recommends and implements changes in staffing and structure consistent with changing public health roles, funding, and agency goals and objectives. Sets administrative policy, assesses and assures compliance, and assures equitable interpretation and application of regulations. Assures appropriate policies, procedures and tasks are created, updated, and followed.
- Represents the District on/at national, state, county, community, and other committees/task forces, associations, and meetings. Serves on various District and other governmental management teams and related community-wide committees. Provides high-level public health expertise and perspective regarding a wide range of issues. Provides public information in a courteous manner and emphasizes public accountability and a positive service approach.
- Responds to or supervises the resolution of the most sensitive or complex inquiries, complaints, emergencies or requests for information from other agencies and the public in a courteous manner. Emphasis public accountability, a positive public service approach, and the delivery of the highest professional level of patient care consistent with standards and requirements.
- Reports for scheduled work with regular, reliable, and punctual attendance.
- Performs other duties as assigned.

## REQUIRED KNOWLEDGE & ABILITIES

### Knowledge of:

- Principles and practices of public health and the social determinants of health, including current trends in policy, research, treatment, prevention, education, and related issues.
- Current principles and practices of public health administration, incorporating knowledge of community health, chronic disease, sanitation, environmental hazards, communicable disease control, epidemiology, and emergency preparedness.
- Community needs, resources, and organizations related to public health.
- Major types of services performed and responsibilities in public health and environmental health activities.
- Principles and practices of public administration and management.
- Applicable laws, rules, regulations, ordinances, and policies.
- Safety precautions, practices, and procedures applicable to public health.

### Ability to:

- Strategically plan, prioritize, coordinate, organize, and evaluate staffing and services. Train, direct, and coach staff. Administer and change plans, policies, and work plans.
- Use tact, discretion, respect, persuasion, diplomacy, and courtesy to gain the cooperation of others and establish and maintain effective teams and a professional relationship and rapport with public officials, representatives of other entities, coworkers, employees, and diverse members of the public.
- Apply sound judgment and problem-solving techniques to evaluate operations, to make reasoned, timely and consistent decisions, and to facilitate the effective resolution of problems, grievances, and complaints.
- Provide leadership and maintain a high level of personal and professional integrity and honesty.

- Estimate and analyze revenues, costs, and effectiveness of programs. Monitor and interpret fiscal and statistical information.
- Maintain current knowledge for assigned areas and adapt to new technologies, keeping personal and team technical skills up-to-date, and using technology to increase productivity.
- Listen attentively and communicate effectively, both orally and in writing, in clear, concise language appropriate for the purpose and parties addressed, including oral presentations before groups on a variety of complex and sensitive public health issues.
- Demonstrate cultural competency, interacting sensitively, effectively, and professionally with persons from diverse cultural, socioeconomic, educational, racial, ethnic, and professional backgrounds, and persons of all ages and lifestyle preferences.
- Fulfill the commitment of the District to provide outstanding and effective customer service.
- Assure that absolute confidentiality is maintained as required and sensitive information is handled appropriately.
- Read, understand, interpret, and apply appropriately the terminology, instructions, policies, procedures, legal requirements, and regulations pertinent to area of assignment.
- Organize, prioritize, and coordinate work assignments; work effectively in a multi-task environment; take appropriate initiative; apply good judgment and logical thinking to obtain potential solutions to problems; resolve complex public health problems and make major decisions involving the implementation or interpretation of policies and regulations within the scope of knowledge and authority or refer to the appropriate person.
- Initiate, prepare, and direct preparation of comprehensive charts, records, reports, materials, correspondence, and other documents relevant to area of assignment.
- Proficiently operate computers, related software, and other office equipment with sufficient speed and accuracy to accomplish assignments in a timely manner.
- Work effectively in a dynamic environment that is constantly changing, resulting in continually re-evaluating and shifting priorities.
- Work both independently and within a collaborative team-oriented environment; contribute openly, respectfully disagree, understand the ideas of others, listen well, and work for consensus.

## WORK ENVIRONMENT & PHYSICAL DEMANDS

- Work is performed primarily indoors in an office environment, with occasional travel to attend meetings, conferences, seminars, etc.
- Requires the ability to communicate with others orally, face to face, and by telephone. Requires manual and finger dexterity and hand-eye-arm coordination to write and to operate computers and a variety of general office equipment. Requires mobility to accomplish other desktop work, retrieve files, and to move to various District locations. Requires visual acuity to read computer screens, printed materials, and detailed information. Essential duties may involve occasional kneeling, squatting, crouching, stooping, crawling, standing, bending, and climbing (to stack, store or retrieve supplies or various office equipment).
- May be assigned to provide on-call coverage, which may include evenings, weekends, and holidays.
- Duties require carrying a cell phone or other electronic device as well as being available to work as needed to meet District needs, which may include evenings, weekends, and holidays.
- This is an overtime-exempt position, which may require working beyond the normally scheduled workweek, modifying existing work schedules, or flexing hours.
- Duties require carrying a cell phone or other electronic device as well as being on call on a 7/24-hours basis (for Regional Duty Officer assigned shifts).

- Exposure to individuals from the public who are upset, angry, agitated, and sometimes hostile, requiring the use of conflict management and coping skills.
- Frequently required to perform work in confidence and under pressure for deadlines, and to maintain professional composure and tact, patience, and courtesy at all times.
- The environment is dynamic and constantly changing, resulting in continually re-evaluating and shifting priorities.
- May be required to stay at or return to work during public health incidents and/or emergencies to perform duties specific to this classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.
- Performance of job duties requires driving on a regular basis, a valid Washington State driver's license, the use of the incumbent's personal motor vehicle when a District fleet vehicle is not available for use, and proof of appropriate auto insurance.

### EDUCATION & EXPERIENCE REQUIREMENTS

- Bachelor's degree from an accredited institution in public administration, public health or a closely related field; and
- Ten (10) years of progressively responsible experience in public health management or health services management/administration, of which at least five (5) years have been of recent relevant management experience.
- Master's degree from an accredited institution in a job-related field is preferred and may substitute for up to two years of the experience requirement.
- Alternatively, an equivalent combination of education, experience, and professional certification may be qualifying, provided the individual's background demonstrates evidence of the knowledge, skills, and abilities required to perform the duties of the position.

### LICENSES, CERTIFICATIONS & OTHER REQUIREMENTS

- Performance of job duties requires driving on a regular basis, a valid Washington State driver's license, the use of the incumbent's personal motor vehicle, and proof of appropriate auto insurance.

### JOB CLASS INFORMATION & DISCLAIMERS

FLSA Status	Exempt
EEO Category	Officials and Administrators
Bargaining Unit Status	Executive Management
Classification History	The "Director of Health/Health Officer" job classification formerly held by one individual was replaced by two classifications, "Administrator" and "Health Officer," effective October 1, 2013
Adopted	November 5, 2013