

## WDC Pierce County Leadership Team

Tim Owens, Chair  
April Gibson, 1<sup>st</sup> Vice-chair  
TBD, 2<sup>nd</sup> Vice-chair  
Steve Gear  
Darci Gibson  
Mike Johnson  
Bruce Kendall  
Dale King  
Mandy Kipfer  
Ron Langrell  
Mark Martinez  
Tim McGann  
Wayne Nakamura  
Sharon Ness  
Dona Ponepinto  
Christina Roberts  
Patty Rose  
David Shaw  
Dereck Spivey  
Ron Thalheimer  
Blaine Wolfe

**Agenda**  
**November 2, 2017**  
**1:00 pm - 3:00 pm**

**WorkForce Central**  
**3640 S. Cedar St, Tacoma**

- |   |                                |
|---|--------------------------------|
| 1. Introductions  | Linda Nguyen                   |
| 2. Finalize Leadership Team Governance Structure                              | Lori Strumpf                   |
| 3. Establish Priorities/Goals which include OSSO and Partner Responsibilities | Linda Nguyen                   |
| 4. System Efforts to Date   | Lori Strumpf<br>Deborah Howell |
| 5. Next Meeting Date / Building Meeting Agenda                                | All                            |

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Linda Nguyen, CEO  
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Deborah, Howell, COO  
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Jan Adams, Executive Assistant  
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WorkForce Central  
3640 S. Cedar St., Suite E  
Tacoma, WA 98409  
[www.workforce-central.org](http://www.workforce-central.org)

PIERCE COUNTY  
**WORKFORCE**  
 DEVELOPMENT COUNCIL

**WDC PIERCE COUNTY LEADERSHIP TEAM**

Title 1 – Employment & Training	<p><b>Linda Nguyen</b>          Chief Executive Officer          WorkForce Central  <a href="mailto:lnguyen@workforce-central.org">lnguyen@workforce-central.org</a></p>	
Title 2 – Adult Basic Education	<p><b>Jason Scales</b>          Director of Client Services          Tacoma Community House  <a href="mailto:jscales@tacomacommunityhouse.org">jscales@tacomacommunityhouse.org</a></p>	
Title 3 – Wagner-Peyser	<p><b>Tim McGann</b>          Central Sound Regional Director          Employment Security Department  <a href="mailto:tmcgann@esd.wa.gov">tmcgann@esd.wa.gov</a></p>	
Title 4 – Rehabilitation Act	<p><b>Mandy Kipfer</b>          Supervisor          Department of Vocational Rehabilitation  <a href="mailto:kipfeaj@dshs.wa.gov">kipfeaj@dshs.wa.gov</a></p>	
DSHS TANF	<p><b>Hillary Bryan</b>          Administrator, Community Service Division          Department of Social and Health Services  <a href="mailto:bryanhhd@dshs.wa.gov">bryanhhd@dshs.wa.gov</a></p>	
1 Affiliate	<p><b>Dan Fey</b>          Senior Vice President of Workforce Development          Goodwill of the Olympics &amp; Rainier Region  <a href="mailto:danf@goodwillwa.org">danf@goodwillwa.org</a></p>	
1 Connection/Satellite	<p><b>Vacant –</b>          No connection site yet.          Will add in the future</p>	
2 College Workforce	<p><b>Mabel Edmonds</b>          Interim Vice President for Instruction          Clover Park Technical College  <a href="mailto:mabel.edmonds@cptc.edu">mabel.edmonds@cptc.edu</a></p>	<p><b>Susan Cable</b>          Director of Workforce Development          Pierce College  <a href="mailto:scable@pierce.ctc.edu">scable@pierce.ctc.edu</a></p>
1 Required Partners	<p><b>Richard Nannini</b>          Project Director          Job Corps  <a href="mailto:mannini@nwdesi.org">mannini@nwdesi.org</a></p>	

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1 Non Required Partner  
(Military)

**Jason B. Matheney**  
Transition Support Specialist  
JBLM, SFL TAP  
[jason.b.matheney.civ@mail.mil](mailto:jason.b.matheney.civ@mail.mil)

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1 Non Voting Member

**Lori Strumpf**  
One-Stop Systems Operator  
[strumpfctr@aol.com](mailto:strumpfctr@aol.com)

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WorkForce Central Staff Contact	
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Meeting Notes  
September 22, 2017  
8:00 am - 10:00 am

WorkForce Central  
3640 S. Cedar St, Tacoma

Tim Owens, Chair  
April Gibson, 1<sup>st</sup> Vice-chair  
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**Present:** Jason Scales, Rich Nannini, Mandy Kipfer, Georgia Lomax, Tim McGann, Linda Nguyen, Jonathan Utrera, Keith Johnson, Kim Ward, Deborah Howell, Debbie Lean

**1. Introductions**

Roundtable introductions were made.

**2. Leadership Team Membership**

After a lengthy discussion, it was determined that it would be more manageable to have 11 voting members comprising the WDC Pierce County Leadership Team and to also include the One-Stop System Operator as a nonvoting member. The following represent the agreed to changes:

- Title 2 Adult Basic Education would be held by a non college representative.  
*Action: Jason will have a conversation with Mike Johnson (TRM) and all other ABE partners about the decision around ABE representation.*
- Job Corps would be the 1 required partner
- Military/Veteran would represent the 1 non required partner.  
*Action: Tim will reach out to the appropriate person at JBLM.*
- One-Stop System Operator will be part of the leadership team as a nonvoting member.

**3. Performance Measures for WorkSource Pierce One-Stop System Operator**

After discussion, it was decided to table this topic until the slated leadership team members are in attendance to help with determining priorities/goals. From there discussion can take place with regards to expectations of the OSSO that are within the contract scope of work.

**4. I-Dashboard Presentation**

Linda gave an overview of the iDashboard tool and possible use by the Workforce system. Once the WDC determines what system information they want to know about, they will begin creating a system dashboard with partners.

**5. Meeting Frequency**

It was decided that monthly meetings were needed at this time. As things get settled and the work gets determined then meet every other month or quarterly which works if structured well.

**6. Building Next Meeting Agenda**

Term Limits/Proxies/Voting by Email or Phone Call

Identify Priorities/Goals which will include OSSO and partner responsibilities

**PIERCE COUNTY WORKFORCE DEVELOPMENT COUNCIL**  
**MEMORANDUM OF UNDERSTANDING**  
**Final**  
**July 2017 to June 2021**

**For Implementation of the Workforce Innovation and Opportunity Act (WIOA)**

The following Memorandum of Understanding (the MOU) sets forth the terms of agreement for cooperation and consultation with regard to implementation of the Workforce Innovation and Opportunity Act (WIOA) of 2014 among the following Agencies (the Agencies) within the Pierce County WorkSource Network (the Network):

The Agencies agree to work with the following partners who comprise the Pierce County Workforce Network in carrying out the agreements within this MOU. This MOU is between the Pierce County Workforce Development Council, (WDC), Chief Local Elected Officials serving on the WorkForce Central Executive Board, and the following Agencies:

- DSHS/Department of Vocational Rehabilitation
- Department of Labor and Industries
- Department of Social and Health Services/TANF
- WA Employment Security Department
- Job Corps
- Clover Park Technical College
- Pierce College
- Tacoma Community College
- Tacoma Community House
- The Rescue Mission
- Pierce County Rural Library District
- Department of Services for the Blind
- Goodwill of the Olympics and Rainier Region
- Bates Technical College

**1. Purpose of Agreement**

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship among and between the Agencies and to set forth the relative responsibilities of the Agencies insofar as they relate to planning and implementation of individual and mutual duties, obligations, and responsibilities under the Workforce Innovation and Opportunity Act.

**2. General Provisions**

It is understood by the Agencies that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulations which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures.

**3. Strategic Vision for the System**

The Agencies agree to support the *vision, mission, and strategic goals set forth by the WDC and Chief Local Elected Officials* for the Workforce Development System through each Agency's policies and through resources where appropriate.

**Overall Vision:**

Overall vision: The transformed workforce development system is customer-focused, providing comprehensive solutions based on the individual circumstances of each customer—whether job seeker, worker, or business. The system is based on building long-term relationships with customers, not just transactions. The customer’s overall experience and success are our highest priority.

WorkSource Pierce partners in all locations operate as a united team, providing exceptional customer service to assist businesses to find well-qualified, enthusiastic workers, and helping people find good jobs that lead to career growth.

**Mission:** The Workforce Development System mission is to provide access to and enhance delivery of workforce development services for job seekers, workers and businesses.

**WDC Goals:**

**Goal 1:**-Develop, and implement innovative customer services and programs to unlock local talent, create self-sufficiency and increase the prosperity of the region.

**Goal 2:** Increase the engagement of business/employers through a value-added workforce system.

**Goal 3:** Strengthen integration and efficiency of the Pierce County Workforce Development System through the use of partnerships and technology.

**4. Duration of Agreement**

The Agreement will commence on the 1st day of July 2017 and shall not expire until 30<sup>th</sup> day of June 2021 unless amended or canceled by the Agencies in accordance with the terms set forth herein. This agreement supersedes previous agreements.

**5. Responsibilities of the Agencies Under Agreement**

In consideration of the mutual aims and desires of the Agencies participating in this Agreement and in recognition of the public benefit to be derived from effective partnerships, the Agencies agree that their respective responsibilities under this agreement shall be as follows:

**5.1 The Workforce Development Council shall:**

Assist the Local Elected Officials in fulfilling the requirements of the federal Workforce Innovation and Opportunity Act of 2014 (PL 113-128) including:

- 5.1.1 Oversee four (4) year strategic and Operation plan and updated plan as mandated that connects all investments in workforce development.
- 5.1.2 Conduct strategic oversight to the workforce delivery system (WorkSource Pierce Network).
- 5.1.3 Ensure that there is a Memorandum of Understanding with workforce development system partners for the implementation and operation of the service delivery system in the local area.
- 5.1.4 Certify WorkSource Pierce comprehensive center(s), affiliate and satellite sites.
- 5.1.5 Promote quality in customer service throughout WorkSource Pierce Network.
- 5.1.6 Oversee the performance of the WorkSource Pierce Network.

- 5.1.7 Ensure that there is an Infrastructure Funding Agreement with WIOA and non-WIOA required partners to support the workforce development system.

## **5.2 Pierce County WorkSource Leadership Team**

The Pierce County WorkSource Leadership Team will strategically work to support workforce development system integration and maximize connections among job seekers, workers, businesses and employers. Each agency will actively support the governance structure of the Partnership made up of the Leadership Team and various work teams. This team is formally designated as a WDC committee and provides input and recommendations to the WDC. The Leadership Team will have representation from the partnership under a process that is determined by the signatories to this MOU.

- 5.2.1 Ensure continuous accountability and evaluation through customer satisfaction surveys and other performance outcomes are in place.
- 5.2.2 Promote the further integration of programs through joint planning.
- 5.2.3 Align WorkSource Pierce related planning and budgeting processes and conduct these functions jointly, when appropriate. Contribute cash and/or in kind to support the workforce development system.
- 5.2.4 Jointly identify and support workforce skill standards and industry performance measures to drive common outcomes.
- 5.2.5 Coordinate resources and programs and to promote a more streamlined and efficient workforce development system.
- 5.2.6 Promote information sharing and the coordination of activities to improve customer service, improve local partners' performance and return on investment.
- 5.2.7 Among the Agencies party to this MOU, use common release of information processes subject to confidentiality provisions and to preserve records for the period required by law.
- 5.2.8 To identify and address barriers to coordination.
- 5.2.9 Promote and support the development and implementation of a more unified system of measuring performance and accountability that meet agency requirements.
- 5.2.10 Promote and support the development of common data systems to track progress and measure performance.
- 5.2.11 Provide feedback to the WDC and the LEO's to assist the WDC/LEO's with oversight of the system-wide commitments.
- 5.2.12 Commit to the Continuous Quality Improvement (CQI) initiatives of the WDC, including the CQI Certification Process.

## **6. Partner Agencies**

Each agency agrees to promote, provide and/or link customers to the following career services as defined by WIOA. These services are intended to assist individuals to obtain employment. The parties agree to work together to provide a continuum of services that will assist individuals to obtain the education, skills, and credentials they need to become employed in career pathways with opportunities for wage and skill progression. Each Agency that is a party to this MOU specifies which of these services are provided by the Agency as specified in Appendix A.

## **Basic Career Services for Job Seekers and Workers**

- 6.1 Initial assessment of skill levels (including literacy, numeracy, and English language proficiency, educational levels), aptitudes, abilities (including skills gaps), self-reflection (including social/emotional skills), and supportive service needs (includes a “go to” person for basic needs resources).
- 6.2 Labor exchange services, including job search and placement assistance, career counseling, provision of information on in-demand industry sectors and occupations, provision of information on nontraditional employment.
- 6.3 Workforce and labor market employment statistics information, including accurate information relating to local, regional, and national labor market areas, including job vacancy listings in labor market areas; information on job skills necessary to obtain the jobs; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations.
- 6.4 Information, in formats that are usable by an understandable to one- stop customers, relating to the availability of supportive services or assistance, including child care, child support, medical or child health assistance benefits under the supplemental nutrition assistance program, assistance through the earned income tax credit, assistance under State program for temporary assistance for needy families, and other supportive services and transportation provided through funds made available in the local area.
- 6.5 Outreach, intake and orientation to the information and other services available through the one-stop delivery system.
- 6.6 Performance information and program cost information on eligible providers of training services and eligible providers of youth workforce investment activities, providers of adult education, providers of career and technical education activities at the postsecondary level, and career and technical education activities available to school dropouts, and providers of vocational rehabilitation.
- 6.7 Provision of information and assistance regarding filing claims for unemployment compensation.
- 6.8 Eligibility determination for services.
- 6.9 Referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and other workforce development programs.
- 6.10 Information, in formats that are usable by and understandable to one-stop center customers, regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the one-stop delivery system in the local area.
- 6.11 Assistance in establishing eligibility for programs of financial aid assistance for education and training programs.

## **Individualized Career Services for Job Seekers and Workers**

- 6.12 Comprehensive and specialized evaluation to identify barriers to employment and employment goals
- 6.13 Development of Individualized Employment Plan (IEP, also known as an Educational Plan)
- 6.14 Group Counseling and Career Advising
- 6.15 Individual Counseling, Career Coaching and Advising
- 6.16 Career/ Vocational Planning



- 6.17 Short-Term Pre-employment/ Vocational Services
- 6.18 Internships and work experiences
- 6.19 Workforce preparation activities
- 6.20 Financial literacy services
- 6.21 Out-of-Area Job Search and relocation assistance
- 6.22 Adult education and literacy activities, including English language acquisition and integrated education and training programs and high school completion.
- 6.23 Follow up services – includes support services

## **7. System-wide Commitments**

In addition to the career services, each agency shall be committed to providing and/or linking customers to additional services as described in Appendix A, which include participation in the development of:

- Common data collection system, including customer satisfaction
- Information Sharing
- Cross Agency Training/Professional Development
- Common Referral System
- Workforce Skill Standards (common set of ‘work readiness’ competencies)
- Common Technology including an Integrated Platform (for data entry, portal, eligibility applications, etc.)
- Single point of contact, one system approach, for businesses to access services.
  - This includes collaborating on recruitment and other business services on behalf of employers, including small employers, which may include providing information and referral to specialized business services not traditionally offered through the one-stop delivery system

## **8. Resource and Infrastructure Cost Sharing.**

The purpose of this part of the Agreement is to establish the terms and conditions under which the parties will share infrastructure costs and resources in performance of the one-stop workforce system implementation plan. The principle for selecting any methodology will be that customers being served within the system are considered to be the system’s customers, e.g., all of our customers, as they initially enter services. The parties will share system costs, i.e., those costs associated with operating the one-stop system and shared service costs, i.e., the costs associated with providing the planned shared services at certified full service Job Centers, affiliate sites and satellites including but not limited to annual costs for lease, utilities, janitorial, and equipment subject to the allowability of such financial participation under the state or federal law that governs each Agency’s funds.

### **8.1 Fiscal Lead**

WorkForce Central, the fiscal agent for the Pierce County Workforce Development Council, has been designated by the parties to be responsible for all the fiscal activities related to and including the operation of this Resource and Infrastructure Sharing Part of this Agreement.

### **8.2 Partner Affiliates and Satellites**

Costs associated with operating Partner Affiliate and Connection Satellite Sites are primarily borne by the hosting Agencies. Each agency under this part agrees to providing a budget based on the cost of operating such a site. As a partner, these sites will share in the costs and benefit through the use of the name, brand recognition, marketing, and all collateral material funded through the infrastructure and resource sharing agreements.

*Appendix B* of this Agreement specifies each Agency's commitments for Resource and Infrastructure Sharing.

#### **9. Supplemental Agreements to Interagency Cooperative Agreement**

Each Agency that is a party to this Agreement (MOU) understands and agrees that all of the terms and conditions contained within are binding upon subsequent Supplemental Agreement between Agencies. The Supplemental Agreements are not binding on Agencies not party to the Supplemental Agreements. The Agencies further agree that such Supplementary Agreements shall be in furtherance of and complementary to this Agreement. Each Agency that is a party to a Supplemental Agreement shall provide all other Agencies with copies of any Supplemental Agreement they may enter into within thirty days from the date of execution of the Agreement.

Supplemental Agreement Definition: A contract, Memorandum of Understanding, or other Agreement between two or more parties to this MOU entered into in furtherance of or to complement this Agreement and directly related to the Pierce County Workforce Development Area.

#### **10. Indemnification**

The parties recognize that the partnership consists of various levels of government, not for profit, and for profit entities. Each party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No party assumes any responsibility to any other party, state or non-state, for the consequences of any act or omission of any third party. Each party will hold harmless and defend all other parties to this Agreement from any and all claims for damages, including costs and attorney's fees resulting in whole or in part from the party or its agent's activities under the Agreement.

#### **11. Amendment or Cancellation of Agreement**

The Agreement may be amended at any time in writing and by mutual consent of the Workforce Development Council, Chief Local Elected Officials and the Agencies. Each Agency may cancel its participation in the Agreement upon sixty (60) days written notice to the other Agencies. In the event an Agency determines that funds are unavailable to carry out the activities set forth in this Agreement, the Agency shall terminate this Agreement by notifying all other Agencies in writing immediately and the Agreement shall terminate upon the delivery of such written notification. When the cancellation is for cause, i.e., a material and significant breach of any of the provisions of this Agreement, it may be canceled upon delivery of written notice to the other Agencies. If a core mandatory partner were to cancel this agreement, pursuant to this section, the WDC will engage in negotiations, document those negotiations, and then if no resolution is reached, engage the Governor's Office to intercede.

#### **12. MOU Dispute Resolution**

WIOA emphasizes full and effective partnerships between the local board, chief elected officials and one-stop partners. Local boards and partners must enter into good-faith negotiations. The parties to this agreement agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner.

As partners negotiate the MOU or amendments, issues concerning provisions, language, performance or administration of this MOU, failure to agree may result. If an impasse in negotiations occurs between any of the partners (except the WDC), the following steps will occur:

- (1) The parties will document the negotiations and efforts that have taken place to resolve any issues.
- (2) The WDC Chairperson (or designee) will coordinate the MOU dispute resolution through the following process:
  - All parties are advised to actively participate in the negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally among partners.
  - Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the WDC Chairperson (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
  - The WDC Chairperson (or designee) and Chief Local Elected Official (or designee) will meet with the parties involved in the dispute to resolve the issue.
  - The decision of the WDC Chairperson and CLEO shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
  - The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
  - The proposed resolution must be written and dated. A summary of the proposed resolution must be provided to all Parties to the MOU.
- (3) If the parties do not agree to the resolution recommended by the WDC Chairperson and CLEO, or if the dispute is between the WDC and a partner, the WDC, chief elected official and partners may appeal to the Employment Security Department (ESD) Commissioner for resolution. Decisions by the ESD Commissioner (or designee), as the representative of the Governor, will be made in consultation with appropriate CLEO and issued within 30 calendar days of receiving the appeals. If the dispute involves ESD, either party to the dispute can request the services of an independent mediator or hearing officer.
- (4) If one or more of the parties to the dispute is dissatisfied with the ESD Commissioner's decision, the decision can be appealed to the US Department of Labor as described in WIOA Section 181(c).
- (5) Per WIOA Section 121(h) and 20 CFR 678.725-750, local disputes related to funding of the one-stop infrastructure costs can be addressed through the application of the state one-stop funding mechanism determined by the Governor and subject to a state-level appeals process established by the Governor.

### **13. Federal and State Non-Discrimination Clause**

Each of the Agencies party to this agreement shall comply with all applicable local, state, and federal nondiscrimination laws, regulations, rules, and ordinances. This shall include Section 188 of the Workforce Innovation and Opportunity Act and its implementing regulation in 29 C.F.R. § 38.36<sup>1</sup>.

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<sup>1</sup> <https://www.dol.gov/oasam/programs/crc/sec188.htm> for more information.

#### **14. Confidentiality of Personal Information**

Each of the agencies party to this agreement agree not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. The parties agree that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with a client, or any other information which may be classified as confidential, shall not be disclosed to other persons without written consent except as may be required by law.

The agencies agree to utilize reasonable security procedures and protections designed to assure that confidential information is not disclosed to persons other than staff who also agree to such confidentiality requirements. The agencies shall include such requirements of confidentiality for all staff that have access to the confidential data pursuant to this Agreement.

#### **15. Initial Customer Complaint Procedures**

All parties to this agreement agree to follow the Customer Complaint and Concern Resolution Policy, Policy Number: 3001, Revision Effective Date: July 1, 2015. Attached to this MOU in Appendix C.

#### **16. Methods of Referral within the WorkSource Pierce Network**

Each party to this MOU is committed to a referral process that accomplishes a warm handoff between agencies and is designed to be customer focused and efficient. Each agency agrees to comply with the referral procedure when it is developed as specified in Appendix A, when applicable and resources are available.

#### **17. One-Stop Systems Operator Agreement**

As specified in WIOA, the WDC will conduct a procurement process for the system one-stop operator. The following are the agreed upon overarching goals that will guide the Operator:

- Increase services delivery by focusing on customer satisfaction and outcome measurements, as approved by the Leadership Team and the WDC (Customer locations for the system including Joint Base Lewis McChord, CBOs, colleges, high schools, community centers, and libraries).
- Strengthen relationships with current and new partners who are similarly committed to the prosperity of individuals, the community and the economy.
- Solicit and listen to the needs of the diverse array of job seekers, workers, and employers to design services and programs and integrate and align resources, programs, and staff for maximum customer benefit.
- Emphasize and maximize technology to promote the capabilities and outcomes of the WorkSource Pierce Workforce System.