

Adopted:
Revised:

4/25/2006
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Saint Paul Public Schools Policy

713.01

713.01 SWEATSHOP FREE PURCHASING POLICY

SCOPE

This policy applies to School District purchases and leases in excess of \$5,000 of all apparel, footwear and sports and athletic gear and related equipment.

DEFINITIONS

1. “Production” or “produced” means the manufacture (including cutting and/or assembly by weaving, sewing, knitting, felting or other means), finishing and warehouse distribution of apparel, footwear and sports and athletic gear and related equipment.
2. A “non-poverty wage” is a nationwide wage and benefit level, adjusted to reflect that country’s level of economic development using the World Bank’s most recent Gross National Income Per capita Purchasing Power Parity, which is comparable to the level of wages required for a full-time worker in the United States to produce an annual income equal to or greater than the United States Department of Health and Human Services’ most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits.
3. “Responsible manufacturer” means an establishment engaged in production that can demonstrate all of the following:
 - Compliance with all applicable local and international laws and workplace regulations regarding wages and benefits, workplace health and safety and the fundamental conventions of the International Labor organization, including those regarding forced and child labor and freedom of association;
 - Wages that meet the higher standard of (1) the legal minimum wage; (2) the prevailing wage in the industry in the country of production; or (3) a non-poverty wage as defined in Definitions, item 2.
 - Required working hours for hourly and quota-based production workers cannot exceed the less of (1) 48 hours per week or (2) the limits on regular hours allowed by the law of the country of manufacture with a least one day off in every seven-day period, as well as holidays and vacations and all overtime hours must be worked voluntarily;
 - No discrimination in employment – including in hiring, salary, benefits, advancement, discipline, termination or retirement – on the basis of race, creed, sex, marital status, national origin, age, color, religion, ancestry, status with regard to public assistance, sexual or affectional orientation, familial status, or disability.
 - No sexual, psychological or verbal harassment or abuse and no corporal punishment;
 - No forced use of contraceptives or forced pregnancy tests;
 - No termination of workers without just cause and the provision of a mediation or grievance process to resolve workplace disputes;
 - Respect for workers’ rights to freedom of association and collective bargaining with no harassment, intimidation or retaliation against workers for exercising the above rights; and

- Agreement to (1) adopt a neutrality position with respect to employee attempts to organize a union, meaning that management will not communicate with workers to discourage them from organizing a union; and (2) agreement to voluntarily recognize a union when a majority of workers have signed cards authorizing union representation.

REQUIREMENTS

1. The School District shall award contracts for products covered by this policy to bidders which act as, or contract with, responsible manufacturers as defined in “Definitions,” item 3.
2. With every bid and quotation for products covered by this policy, prior to award, the vendor must submit the following information:
 - The names, addresses, contact person and telephone numbers of each facility involved in the production of products proposed to be provided by the vendor;
 - The manufacturer’s signed statement that each of such production facilities, including that of any subcontractor, is a responsible manufacturer as defined in “Definitions,” item 3.
 - Any other information deemed necessary by the purchasing agent for the enforcement of this policy.
3. In the event that any information provided by the vendor pursuant to this section changes during the specified time period of the contract, the vendor shall submit updated information to the School District.

VERIFICATION AND DISCLOSURE

Vendors shall report the name and location of every facility engaged in the production and distribution of applicable products for the School District, along with a signed statement from each manufacturer declaring compliance with the District’s standards listed above. It is understood by the vendors and manufacturers that to verify compliance, the School District will make this information public by posting the information on the School District Purchasing website. Interested parties will have access to the posted information and can conduct their own research to verify compliance with the policy. If a violation is reported, the District will follow up as indicated in Violations and Enforcement.

VIOLATIONS AND ENFORCEMENT

Upon determination by the School District of a violation of the standards of a responsible manufacturer, the School District and the vendor shall consult. The intention is for the situation to be corrected by working in partnership with the vendor to influence the vendor to change its practices or to use its bargaining position with the offending manufacturer to change its practices, rather than to cease doing business with the vendor or manufacturer.

EXCEPTION

The School District may accept and award a bid to a supplier or vendor who has not met the requirements herein if, after reasonable investigation, it appears that the required item or brand of item is procurable by the School District from only that supplier or vendor.

LEGAL REFERENCES:

CROSS REFERENCES: