

713.00

SWEATSHOP FREE PURCHASING POLICY**PURPOSE AND FINDINGS**

The Board of Education finds:

1. That there is a positive correlation between the quality of workers' working conditions, the quality of the work going into the production of products and the quality of the products themselves;
2. That the Board of Education has a wide range of discretion and lawful authority to establish reasonable standards of working conditions for works who produce products purchased and leased by the School District as a means to ensure the provision of better quality products from more responsible bidders and thus further the interests of the School District;
3. That some manufacturers of apparel, footwear and sport and athletic gear and related equipment have been found to maintain sweatshop working conditions for their workers; and
4. That more responsible bidders can be expected to provide better quality products and therefore it is in the best interests of the School District to purchase and lease apparel, footwear and sports and athletic gear and related equipment produced under workers' working conditions which do not constitute sweatshop working conditions.

SCOPE

This policy applies to all School District purchases and lease in excess of \$1,000 of all apparel, footwear and sports and athletic gear and related equipment (including but not limited to volleyball standards and netting, badminton standards and netting, basketball netting, scoreboards, football helmets, football shoulder pads, baseballs, softballs, soccer balls and banners.

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.

DEFINITIONS (Continued)

3. "Responsible manufacturer" means an establishment engaged in production that can demonstrate all of the following:
 - a. 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;
 - b. 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.
 - c. 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;
 - d. No discrimination in employment – including in hiring, salary, benefits, advancement, discipline, termination or retirement – on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion or social or ethnic origin;
 - e. No sexual, psychological or verbal harassment or abuse and no corporal punishment;
 - f. No forced use of contraceptives or forced pregnancy tests;
 - g. No termination of workers without just cause and the provision of a mediation or grievance process to resolve workplace disputes;
 - h. 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
 - i. 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, each vendor must submit the following information:

REQUIREMENTS (Continued)

- a. The names, addresses, contact person and telephone numbers of each facility involved in the production of products proposed to be provided by the vendor;
 - b. The names, business addresses and telephone numbers of the principal officers of each facility involved in the production of products proposed to be provided by the vendor;
 - c. With respect to each such facility, the base hourly wage of production workers and percent of wage level paid as health benefits;
 - d. A statement by the manufacturer that each of such production facilities, including that of any subcontractor, is a responsible manufacturer as defined in "Definitions," item 3.
 - e. 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 plant including every subcontractor plant engaged in the production and distribution of apparel for the School District, along with a statement from each manufacturer declaring the compliance of each site with the 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 at a production facility of a contractor or its supplier, including all subcontractors, 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 supplier to change its practices, rather than to cease doing business with the vendor or supplier.

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.

ITEM QUOTING/BIDDING:_____
FOR ADDITIONAL ITEMS PLEASE MAKE COPY OF THIS SHEET.
IF ADDITIONAL SPACE IS NEEDED ATTACH ADDITIONAL SHEETS

VENDOR QUOTING/BIDDING:_____

QUOTE #_____

1) The names, addresses, contact person and telephone numbers of each facility involved in the production of products proposed to be provided:_____

2) The names, business addresses and telephone numbers of the principal officers of each facility involved in the production of products proposed to be provided by the vendor;_____

3) With respect to each such facility, the base hourly wage of production workers and percent of wage level paid as health benefits;_____

4) A statement by the manufacturer that each of such production facilities, including that of any subcontractor, is a responsible manufacturer as defined in "Definitions," item 3(On attached Sweatshop Free Policy._____

