

## REGULATIONS FOR COMMUNITY FUNDED CAPITAL PROJECTS

1. **Scope of These Regulations:** ACPS appreciates the willingness of businesses, groups, organizations, and other entities and persons (“Providers”) in our community to contribute some or all of the funding, goods, services, and the like to various capital projects (“Community-Funded Capital Projects”). These Regulations for Community-Funded Capital Projects (“Regulations”) have been implemented to effectuate ACPS’s public policy considerations as described generally herein and pertain only to Community-Funded Capital Projects, whether funded wholly or partially. These guidelines shall be the established procedure for processing requests by individuals, parents, community groups, private organizations, or private businesses. For purposes of these Regulations, a “capital project” (“Project”) is defined as the construction, replacement, or improvement of physical infrastructure, buildings, land, or other assets. The Project cost must be at least \$10,000 and must increase the value and/or expected useful life of the underlying asset. Other costs associated with a Project include, but are not limited to, project management, architectural and engineering fees, and site testing and development.

2. **ACPS Public Policy Considerations:** Providers must recognize that ACPS is a public entity, having significant public policy considerations with regard to Community-Funded Capital Projects, including, without limitation: compliance with all requirements under Virginia law; the general objectives and requirements underlying the Virginia Public Procurement Act (“VPPA”); other applicable procurement regulations; and the overarching objectives to fulfill its mission to educate the students of this school division.

3. **ACPS-Provider Agreement:** ACPS and Provider shall enter into a written agreement for any Community-Funded Capital Projects. ACPS and Provider shall enter into a Memorandum of Understanding/Agreement (MOU/MOA), which will delineate the scope of the project, responsibilities of each party, data sharing authority, timeline, and length of agreement. The ACPS-Provider Agreement shall incorporate and be consistent with these Regulations. In the event of any conflict, these Regulations shall control.

4. **Compliance with Applicable Laws and Codes:** Provider shall comply with all applicable codes, statutes, and regulations relating to the Project scope, including, without limitation, building codes, health and safety codes, permit requirements, and licensing requirements for doing business in the Commonwealth and the City of Alexandria.

5. **Provider Shall Submit to the School Principal a Fully Proposed Project:** Provider shall take all reasonable measures to describe fully the proposed Community-Funded Capital Project and otherwise fully inform ACPS about the Project. The description of and information about the proposed Project shall include, without limitation, (a) the purpose, nature, scope, relevant history; (b) entities or persons involved and their respective roles; (c) reasonably foreseeable or reasonably possible impacts on the community; (d) schedule durations and timing for performance and completion; (e) means and methods for ensuring timely and proper performance and completion; (f) anticipated cost, funding requirements, details on contributions from Providers, details on expected contributions or costs to be borne by ACPS or any other person or entity, (g) technical details about the Project including, without limitation and to the

extent they exist, design, specifications, test results, assessments, plans, functionality, service and maintenance requirements, life expectancy, and other information that ACPS would need to make a fully informed technical decision, and allow for a preliminary review or permit submission with the Alexandria City Department of Code Administration; (h) factors most critical for success; (i) other information ACPS would reasonably be expected to want in deciding whether or not to authorize and proceed with the proposed Community-Funded Capital Project; and (j) any information ACPS may independently request of the Provider.

Community-Funded Capital Projects must be submitted and reviewed through the CIP budget process for consideration in the next capital projects planning year. Funding by the Provider is not the sole determining factor for approval. Any funds submitted by the Provider for a Project shall be considered the first used funding for the approved Project, and surplus funds shall not be reimbursed to the Provider.

6. **ACPS Responsibilities:** It shall be the responsibility of the School Principal to ensure the interests of the school community are considered throughout the review and approval process. The Chief Operating Officer or designee shall review all proposed projects. The review shall include (a) eligibility of the project for funding from the State, City, or other sources; (b) compliance with safety, security, school operations, and regulatory policies and standards; (c) impact on risk management; (d) Performance of a preliminary code review with the Alexandria City Department of Code Administration; (e) consistency of compliance with expected standards followed for other ACPS projects of similar scope; (f) the impact on the maintenance budget for preventive maintenance; (g) validation of cost estimates to confirm the budget authority required for ACPS to move forward with the project; (h) impact of the project on the implementation of city-supported programs; (i) impact on students and the community; (j) impact on student enrollment capacity at the school; and (k) may result in project rejection if the above criteria are not met. The Chief Technology Officer or designee shall review the proposal for (a) compatibility with technology systems and (b) may reject any project if the technology being supplied does not meet network protocols or instructional technology standards, or if there is limited personnel capacity to support the desired technology. The Chief Financial Officer or designee will (a) determine the availability of the proposed funding; (b) may reject any project because of inadequate funding; and (c) will forward all agreements and documents to legal counsel for evaluation and review for legal sufficiency. The documentation shall include the scope of work, funding mechanism, contract(s), and assurance for indemnification of the School Board and the Superintendent. If the project is rejected for failure to meet the above criteria, it will subsequently be presented to the School Board with the Superintendent's recommendation to reject the proposal, in accordance with subsection 13 of this Regulation.

7. **Legal Protections for ACPS:** Provider recognizes that ACPS shall be entitled to all legal protections associated with the full and faithful performance of all aspects of Community-Funded Capital Projects. This includes without limitation ACPS's ability to ensure that the work is performed and completed in accordance with the Project requirements, express and implied, including without limitation, requirements relating to schedule, timely completion, insurance and bonding/security.

8. **Progress Reporting and ACPS's Right to Project Management:** ACPS shall have the right to manage, oversee, lead, and be kept apprised of the Project status (including the

incidence of any problems or delays), and otherwise be entitled to ensure the full and faithful performance of all aspects of Community-Funded Capital Projects. Unless expressly stated otherwise in the ACPS-Provider Agreement, ACPS shall give Provider a written progress report that will: (a) state work performed in the past reporting period and the percentage of work completed; (b) identify any problems, changes, or delays, (c) update anticipated milestone and completion dates, and (d) report anything else that the Provider reasonably requests or that would reasonably be deemed necessary.

9. **Right to Inspection, Approve, and Accept the Work:** ACPS shall have the right, at any time, to inspect and approve any aspects of the Project including without limitation the scope of work, work in place, compliance with specifications, design, submittals, plans, and schedule. ACPS shall also have the right to accept the work.

10. **Changes:** ACPS shall be entitled to make changes to the Project, including without limitation, to the Project scope of work, means and methods, and/or schedule (“Changes”). In the event of a Change, ACPS and Provider shall confer and mutually decide how to proceed, and determine if there is any cost, schedule or other impact. If there is any impact, ACPS and Provider shall determine how any costs or other responsibilities associated with the impact will be borne.

11. **Responsibility and Ownership of the Project:** Unless expressly stated otherwise in the ACPS-Provider Agreement, ACPS shall be fully responsible for the full and faithful performance and completion of the Project. All improvements are the property of the Alexandria City Public Schools

12. **Allocation of Funding for Project:** Any monies or funding contributed by Provider for the “Community-Funded Capital Project” (“Provider Funds”) shall be specifically allocated to and be used for expenditures associated with the Project, including, without limitation, maintenance, training, promotion or other purposes as determined by ACPS. Provider Funds shall be the first funds allocated to finance the Project. Any funds or monies to be provided for the “Community-Funded Capital Project” by ACPS or other public bodies or other entities or persons shall be considered secondary funding. The project shall not be subject to an ACPS solicitation until all funding is available for the project. Any surplus of funds or monies shall be retained by ACPS and allocated by ACPS for future use on projects with similar objectives to the Project at issue.

13. **Final Approval:** The Superintendent will present to the School Board in an open meeting his/her recommendation to accept or reject a proposal for a Community-Funded Capital Project. Approval of any proposal which requires additional funding support from ACPS or any other entity rests with the School Board. The Board shall take final action at a regularly scheduled or special called meeting of the School Board. Following Board approval or rejection, the Chief Operating Officer will be responsible for notifying the Provider of the outcome. Provider shall understand that the approval process may take up to 36 months from the initial submission of the Provider’s proposal to the School Board’s approval.

14. **Written Record:** A written record shall be maintained to memorialize compliance with these regulations, including without limitation, the requirements for informing ACPS about the proposed Community-Funded Capital Project as described above.

Established: June 23, 2016

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79(3), and 22.1-92

Cross Refs.: BBA School Board Powers and Duties  
DB Annual Budget  
FB Facilities Planning and Community Funded Facilities Projects  
FEA Educational Facilities Specifications  
KGA Public Sales on School Property  
KQ Commercial, Promotional, and Corporate Sponsorships and Community Partnerships