

1 **REGULATIONS FOR COMMUNITY FUNDED FACILITIES PROJECTS**

2 Alexandria City Public Schools (ACPS) appreciates the willingness of businesses, groups,
3 organizations, and other entities and persons (“Providers”) in our community to contribute some
4 or all of the funding, goods, services, and the like to various facilities projects (“Community-
5 Funded Facilities Projects”). These Regulations for Community-Funded Facilities Projects
6 (“Regulations”) have been implemented to guide ACPS’s public policy considerations as
7 described generally herein and pertain only to Community-Funded Facilities Projects, whether
8 funded wholly or partially.

9 These guidelines, supplemented by information on the ACPS website, are the established
10 procedure for processing requests by individuals, parents, community groups, private
11 organizations, or private businesses. For purposes of these Regulations, a “capital project”
12 (“Project”, ”Facilities Project”) is defined as the construction, replacement, or improvement of
13 physical infrastructure, buildings, land, or other assets. Projects are broken down into three types.

- 14 • A project exceeding \$10,000 in costs that requires inclusion in the Capital Improvement
15 Program (CIP)
 - 16 • A project with an estimated cost of less than \$10,000 that may require inclusion into an
17 Operating Budget
 - 18 • A project with an estimated cost of less than \$10,000 that is classified as a minor
19 beautification project
- 20

21 **ACPS Public Policy Considerations**

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

28 **ACPS-Provider Agreement**

29 ACPS and Provider must enter into a written agreement for any Community-Funded Facilities
30 Project. ACPS and Provider enter into a Memorandum of Understanding/Agreement
31 (MOU/MOA), which delineates the scope of the project, responsibilities of each party, data
32 sharing authority, timeline, and length of agreement. The ACPS-Provider Agreement must
33 incorporate and be consistent with ACPS Policies and Regulations, including these Regulations.
34 In the event of any conflict, ACPS Policies and Regulations will control.

35 **Compliance with Applicable Laws and Codes**

36 The project must comply with all applicable codes, statutes, and regulations relating to the
37 Project scope, including, without limitation, building codes, health and safety codes, permit
38 requirements, and licensing requirements for doing business in the Commonwealth and the City
39 of Alexandria.

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41 **Fully Proposed Project**

42 Provider should take all reasonable measures to describe fully the proposed Community-Funded
 43 Facilities Project and otherwise fully inform ACPS about the Project. The description of and
 44 information about the proposed Project must include, without limitation, (a) the purpose, nature,
 45 scope, relevant history; (b) entities or persons involved and their respective roles; (c) reasonably
 46 foreseeable or reasonably possible impacts on the community; (d) schedule durations and timing
 47 for performance and completion; (e) means and methods for ensuring timely and proper
 48 performance and completion; (f) anticipated cost, funding requirements, details on contributions
 49 from Providers, details on expected contributions or costs to be borne by ACPS or any other
 50 person or entity, (g) technical details about the Project including, without limitation and to the
 51 extent they exist, design, specifications, test results, assessments, plans, functionality, service and
 52 maintenance requirements, life expectancy, and other information that ACPS would need to
 53 make a fully informed technical decision, and allow for a preliminary review or permit
 54 submission with the Alexandria City Department of Code Administration; (h) factors most
 55 critical for success; (i) other information ACPS would reasonably be expected to want in
 56 deciding whether or not to authorize and proceed with the proposed Community-Funded Capital
 57 Project; and (j) any information ACPS may independently request of the Provider.

58 Community-Funded Facilities Projects must be submitted in accordance with the procedures on
 59 the ACPS website. If required, proposals will be reviewed through the CIP budget process for
 60 consideration in the next capital projects planning year.

61 Funding by the Provider is not the sole determining factor for approval. Any funds submitted by
 62 the Provider for a Project will be considered the first used funding for the approved Project, and
 63 surplus funds will not be reimbursed to the Provider.

64 **ACPS Review**

65 The ACPS review of the project includes but it not limited to the following criteria:

- 66 a) the project supports the interests of the school community;
- 67 b) eligibility of the project for funding from the State, City, or other sources;
- 68 c) compliance with safety, security, school operations, and regulatory policies and
 69 standards;
- 70 d) impact on risk management;
- 71 e) performance of a preliminary code review with the Alexandria City Department of Code
 72 Administration;
- 73 f) consistency of compliance with expected standards followed for other ACPS projects of
 74 similar scope;
- 75 g) the impact on the maintenance budget for preventive maintenance;
- 76 h) validation of cost estimates to confirm the budget authority required for ACPS to move
 77 forward with the project;
- 78 i) impact of the project on the implementation of city-supported programs;
- 79 j) impact on students and the community;
- 80 k) impact on student enrollment capacity at the school;
- 81 l) compatibility with technology systems; and
- 82 m) the availability of the proposed funding.

83 The project may be rejected if it fails to meet the above criteria. If the project is rejected for
84 failure to meet the above criteria, it will subsequently be presented to the School Board with the
85 Superintendent’s recommendation to reject the proposal.

86 **Legal Protections for ACPS**

87 Provider recognizes that ACPS is entitled to all legal protections associated with the full and
88 faithful performance of all aspects of Community-Funded Facilities Projects. This includes
89 without limitation ACPS’s ability to ensure that the work is performed and completed in
90 accordance with the Project requirements, express and implied, including without limitation,
91 requirements relating to schedule, timely completion, insurance and bonding/security.

92 **Progress Reporting and ACPS’s Right to Project Management**

93 ACPS shall have the right to manage, oversee, lead, and be kept apprised of the Project status
94 (including the incidence of any problems or delays), and otherwise be entitled to ensure the full
95 and faithful performance of all aspects of Community-Funded Facilities Projects. Unless
96 expressly stated otherwise in the ACPS-Provider Agreement, ACPS will give Provider a written
97 progress report that will: (a) state work performed in the past reporting period and the percentage
98 of work completed, (b) identify any problems, changes, or delays, (c) update anticipated
99 milestone and completion dates, and (d) report anything else that the Provider reasonably
100 requests or that would reasonably be deemed necessary.

101 **Right to Inspection, Approve, and Accept the Work**

102 ACPS has the right, at any time, to inspect and approve any aspects of the Project including
103 without limitation the scope of work, work in place, compliance with specifications, design,
104 submittals, plans, and schedule. ACPS also has the right to accept the work.

105 **Changes**

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

111 **Responsibility and Ownership of the Project**

112 Unless expressly stated otherwise in the ACPS-Provider Agreement, ACPS will be fully
113 responsible for the full and faithful performance and completion of the Project. All
114 improvements are the property of the Alexandria City Public Schools

115 **Allocation of Funding for Project**

116 Any monies or funding contributed by Provider for the “Community-Funded Facilities Project”
117 (“Provider Funds”) will be specifically allocated to and be used for expenditures associated with
118 the Project, including, without limitation, maintenance, training, promotion or other purposes as
119 determined by ACPS. Provider Funds will be the first funds allocated to finance the Project.
120 Any funds or monies to be provided for the “Community-Funded Facilities Project” by ACPS or
121 other public bodies or other entities or persons will be considered secondary funding. The
122 project will not be subject to an ACPS solicitation until all funding is available for the project.

123 Any surplus of funds or monies will be retained by ACPS and allocated by ACPS for future use
 124 on projects with similar objectives to the Project at issue.

125 **Final Approval**

126 The following final approval process will apply to all projects that were not rejected during the
 127 ACPS Review:

- 128 • Projects exceeding \$10,000 in costs that requires inclusion in the Capital Improvement
 129 Program (CIP) will be presented to the Board for consideration through the CIP process.
 130 This process may take up to 36 months to complete.

- 131 • Projects with an estimated cost of less than \$10,000 that may require inclusion into an
 132 Operating Budget will be considered for recommended approval by the Chief of Facilities
 133 and Operations, or their designee. Recommended projects will be presented for Board
 134 final approval through a consent agenda item.

- 135 • Projects with an estimated cost of less than \$10,000 that are classified as minor
 136 beautification projects will be considered for final approval by the Chief of Facilities and
 137 Operations. The Superintendent or their designee will provide the Board updates on any
 138 minor beautification projects at least quarterly.

139 **Written Record**

140 A written record will be maintained to memorialize compliance with these regulations, including
 141 without limitation, the requirements for informing ACPS about the proposed Community-
 142 Funded Facilities Project as described above.

143 Established: June 23, 2016

144 Amended: March 30, 2023

145 Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79(3), and 22.1-92
 146

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