

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

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.

40           **Fully Proposed Project**

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

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

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

63 **ACPS Review**

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

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

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

85 **Legal Protections for ACPS**

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

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

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

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

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

104 **Changes**

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

110 **Responsibility and Ownership of the Project**

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

114 **Allocation of Funding for Project**

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

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

124 **Final Approval**

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

- 127 • Projects exceeding \$10,000 in costs that requires inclusion in the Capital Improvement  
 128 Program (CIP) will be presented to the Board for consideration through the CIP process.  
 129 This process may take up to 36 months to complete.
- 130 • Projects with an estimated cost of less than \$10,000 that may require inclusion into an  
 131 Operating Budget will be considered for recommended approval by the Chief of Facilities  
 132 and Operations, or their designee. Recommended projects will be presented for Board  
 133 final approval through a consent agenda item.
- 134 • Projects with an estimated cost of less than \$10,000 that are classified as minor  
 135 beautification projects will be considered for final approval by the Chief of Facilities and  
 136 Operations. The Superintendent or their designee will provide the Board updates on any  
 137 minor beautification projects at least quarterly.

138 **Written Record**

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

142 Established: June 23, 2016

143 Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79(3), and 22.1-92  
 144

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

REGULATIONS FOR COMMUNITY FUNDED ~~CAPITAL-FACILITIES~~ PROJECTS

~~Scope of These Regulations:~~ Alexandria City Public Schools (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-facilities~~ projects (“Community-Funded ~~Capital-Facilities~~ Projects”). These Regulations for Community-Funded ~~Capital-Facilities~~ Projects (“Regulations”) have been implemented to ~~effectuate~~ guide ACPS’s public policy considerations as described generally herein and pertain only to Community-Funded ~~Capital-Facilities~~ Projects, whether funded wholly or partially.

These guidelines, ~~supplemented by information on the ACPS website,~~ shall bear 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”, ~~“Facilities Project”~~) is defined as the construction, replacement, or improvement of physical infrastructure, buildings, land, or other assets. ~~Projects are broken down into three types.~~

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

~~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.~~

**ACPS Public Policy Considerations:**

Providers must recognize that ACPS is a public entity, having significant public policy considerations with regard to Community-Funded ~~Capital-Facilities~~ 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.

**ACPS-Provider Agreement:**

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

**Compliance with Applicable Laws and Codes:**

Commented [A1]: Renamed to Community Funded Facilities Projects to reflect that not all projects are part of the CIP.

Commented [A2]: The process is fully documented on the website.

41 ~~Provider shall~~The project must comply with all applicable codes, statutes, and regulations  
42 relating to the Project scope, including, without limitation, building codes, health and safety  
43 codes, permit requirements, and licensing requirements for doing business in the Commonwealth  
44 and the City of Alexandria.

45 **~~Provider Shall Submit to the School Principal a Fully Proposed Project:~~**

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

63 Community-Funded ~~Capital Facilities~~ Projects must be submitted in accordance with the  
64 procedures on the ACPS website. If required, proposals will be reviewed and reviewed~~and reviewed~~  
65 through the CIP budget process for consideration in the next capital projects planning year.

66 Funding by the Provider is not the sole determining factor for approval. Any funds submitted by  
67 the Provider for a Project ~~shall~~will be considered the first used funding for the approved Project,  
68 and surplus funds ~~shall~~will not be reimbursed to the Provider.

69 **~~ACPS Responsibilities~~Review:**

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

- 71 ~~a) It shall be the responsibility of the School Principal to ensure the~~the project supports the  
72 ~~interests of the school community; are considered throughout the review and approval~~  
73 ~~process. The Chief Operating Officer or designee shall review all proposed projects. The~~  
74 ~~review shall include (a)~~
- 75 ~~b) eligibility of the project for funding from the State, City, or other sources; (b)~~
- 76 ~~c) compliance with safety, security, school operations, and regulatory policies and~~  
77 ~~standards; (e)~~
- 78 ~~d) impact on risk management; (d)~~
- 79 ~~e) Performance performance~~of a preliminary code review with the Alexandria City  
80 ~~Department of Code Administration; (e)~~
- 81 ~~f) consistency of compliance with expected standards followed for other ACPS projects of~~  
82 ~~similar scope; (f)~~

**Commented [A3]:** Specific roles have been removed to permit flexibility depending on the nature of the project. The review criteria remains the same.

- 83 ~~g)~~ the impact on the maintenance budget for preventive maintenance; ~~(g)~~
- 84 ~~h)~~ validation of cost estimates to confirm the budget authority required for ACPS to move
- 85 forward with the project; ~~(h)~~
- 86 ~~i)~~ impact of the project on the implementation of city-supported programs; ~~(i)~~
- 87 ~~j)~~ impact on students and the community; ~~(j)~~
- 88 ~~k)~~ impact on student enrollment capacity at the school; ~~and (k) may result in project~~
- 89 ~~rejection if the above criteria are not met. The Chief Technology Officer or designee shall~~
- 90 ~~review the proposal for (a)~~
- 91 ~~l)~~ compatibility with technology systems; ~~and (b) may reject any project if the~~
- 92 ~~technology being supplied does not meet network protocols or instructional technology~~
- 93 ~~standards, or if there is limited personnel capacity to support the desired technology. The~~
- 94 ~~Chief Financial Officer or designee will (a)~~
- 95 ~~m) determine~~ the availability of the proposed funding; ~~;~~

96 ~~The project may be rejected if it fails to meet the above criteria. (b) may reject any project~~  
 97 ~~because of inadequate funding; and (c) will forward all agreements and documents to legal~~  
 98 ~~counsel for evaluation and review for legal sufficiency. The documentation shall include the~~  
 99 ~~scope of work, funding mechanism, contract(s), and assurance for indemnification of the School~~  
 100 ~~Board and the Superintendent.~~ If the project is rejected for failure to meet the above criteria, it  
 101 will subsequently be presented to the School Board with the Superintendent’s recommendation  
 102 to reject the proposal, ~~in accordance with subsection 13 of this Regulation.~~

103 **Legal Protections for ACPS:**

104 Provider recognizes that ACPS ~~shall be is~~ entitled to all legal protections associated with the full  
 105 and faithful performance of all aspects of Community-Funded ~~Capital Facilities~~ Projects. This  
 106 includes without limitation ACPS’s ability to ensure that the work is performed and completed in  
 107 accordance with the Project requirements, express and implied, including without limitation,  
 108 requirements relating to schedule, timely completion, insurance and bonding/security.

109 **Progress Reporting and ACPS’s Right to Project Management:**

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

118 **Right to Inspection, Approve, and Accept the Work:**

119 ACPS ~~shall have has~~ the right, at any time, to inspect and approve any aspects of the Project  
 120 including without limitation the scope of work, work in place, compliance with specifications,  
 121 design, submittals, plans, and schedule. ACPS ~~shall also have has~~ the right to accept the work.

122 **Changes:**

123 ACPS ~~shall be is~~ entitled to make changes to the Project, including without limitation, to the  
 124 Project scope of work, means and methods, and/or schedule (“Changes”). In the event of a

125 Change, ACPS and Provider ~~shall~~will confer and mutually decide how to proceed, and  
126 determine if there is any cost, schedule, or other impact. If there is any impact, ACPS and  
127 Provider ~~shall~~will determine how any costs or other responsibilities associated with the impact  
128 will be borne.

129 **Responsibility and Ownership of the Project:**

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

133 **Allocation of Funding for Project:**

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

144 **Final Approval:**

145 ~~The following final approval process will apply to all projects that were not rejected during the~~  
146 ~~ACPS Review:~~

- 147 • ~~Projects exceeding \$10,000 in costs that requires inclusion in the Capital Improvement~~  
148 ~~Program (CIP) will be presented to the Board for consideration through the CIP process.~~  
149 ~~This process may take up to 36 months to complete.~~
- 150 • ~~Projects with an estimated cost of less than \$10,000 that may require inclusion into an~~  
151 ~~Operating Budget will be considered for recommended approval by the Chief of Facilities~~  
152 ~~and Operations, or their designee. Recommended projects will be presented for Board~~  
153 ~~final approval through a consent agenda item.~~
- 154 • ~~Projects with an estimated cost of less than \$10,000 that are classified as minor~~  
155 ~~beautification projects will be considered for final approval by the Chief of Facilities and~~  
156 ~~Operations. The Superintendent or their designee will provide the Board updates on any~~  
157 ~~minor beautification projects at least quarterly.~~

158 ~~The Superintendent will present to the School Board in an open meeting his/her~~  
159 ~~recommendation to accept or reject a proposal for a Community Funded Capital Facilities~~  
160 ~~Project. Approval of any proposal which requires additional funding support from ACPS or any~~  
161 ~~other entity rests with the School Board. The Board shall will take final action at a regularly~~  
162 ~~scheduled or special called meeting of the School Board. Following Board approval or rejection,~~  
163 ~~the Chief Operating Officer of Facilities and Operations will be responsible for notifying the~~

**Commented [A4]:** Approval process adjusted to align with the three types of projects.



164 ~~Provider of the outcome. Provider shall understands that the approval process may take up to 36~~  
165 ~~months from the initial submission of the Provider's proposal to the School Board's approval.~~

166 **Written Record:**

167 A written record ~~shall~~ will be maintained to memorialize compliance with these regulations,  
168 including without limitation, the requirements for informing ACPS about the proposed  
169 Community-Funded ~~Capital~~ Facilities Project as described above.

170 Established: June 23, 2016

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

- 173
- 174 Cross Refs.: BBA School Board Powers and Duties
- 175 DB Annual Budget
- 176 FB Facilities Planning and Community Funded Facilities Projects
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