

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made as of the Date stated below by and between Moriah DeMartino (“DeMartino”) and Alliance Defending Freedom (“ADF”), on the one hand, and Hagerstown Community College (“HCC”), on the other hand.

RECITALS

WHEREAS, DeMartino is an active student at HCC.

WHEREAS, on or about October 15, 2015, DeMartino filed a Verified Complaint in the United States District Court for the District of Maryland (Case No. 15 CV 03134) (the “Litigation”), followed by an Amended Verified Complaint and a Second Amended Verified Complaint (“SAVC”) alleging various constitutional claims relating to DeMartino’s request to form a student organization and to solicit membership for the student organization.

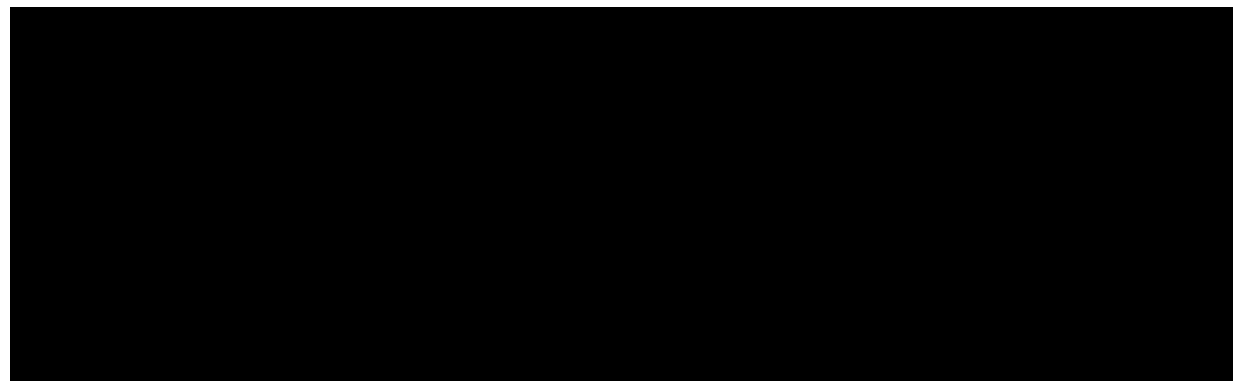
WHEREAS, the following have at some point been Defendants in the Litigation: HCC, Jessica Chambers, Heather Barnhard, Patricia K. Cushwa, Austin S. Abraham, Carolyn W. Brooks, Merle S. Elliott, L. William Proctor, Jr., Gregory I. Snook, John D. Williamson, Dr. Guy Altieri, Christina Kilduff, Henry Gautney, and Eric Schwartz (collectively “Defendants”). DeMartino and Defendants shall be referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, ADF has been acting as counsel for DeMartino, through ADF’s Allied Attorney, Steven Tiedemann, and others.

WHEREAS, the Parties desire to settle the Litigation on terms acceptable to all Parties.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT



2. Authority of Signatories. Each person signing below on behalf of an entity further acknowledges that he or she has actual authority to enter into this Agreement on behalf of the

entity for which he or she signs, and that any approvals and formalities required to authorize this Agreement have been completed prior to signature.

3. Revision and Adoption of Policies. HCC has taken the following actions with regard to its policies and procedures:

(a) HCC has adopted the **Expressive Activity Policy** attached hereto as **Exhibit A**.

(b) HCC has replaced the existing Solicitation Policy (Policy No. 8069) with the **Commercial Solicitation Policy** attached hereto as **Exhibit B**.

(c) HCC has adopted the attached **Student Organization Policy and Procedures** attached hereto as **Exhibit C**.

4. Dismissal with prejudice. Within three (3) days of the execution of this Agreement by all Parties, the Parties shall dismiss the Litigation with prejudice by filing the **Notice of Voluntary Dismissal with Prejudice** attached hereto as **Exhibit D**.

5. Release. DeMartino, for herself and her agents, successors and assigns, and anyone who could claim by or through her, completely releases and forever discharges, each and every Defendant and each and every Defendant's past and present trustees, officers, faculty members, directors, employees, deans, police, instructors, advisors, coordinators, consultants, associates, managers, agents, contractors, subsidiary entities, parent entities, related entities, affiliated entities, attorneys, heirs, personal representatives, successors and assigns, from any and all judgments, claims, charges, complaints, rights, demands, actions, liabilities, promises, agreements, controversies, damages, obligations, causes of actions, suits, counterclaims, recoupments, contracts, costs, losses, debts and expenses, including, without limitation, any claims under the United States Constitution, the Maryland Declaration of Rights, 42 U.S.C. §1983, 42 U.S.C. §1988, and/or any claims for attorneys' fees or costs, which DeMartino has, had or may have had against any Defendant arising from or related to the Litigation and/or the SAVC. For the avoidance of doubt, this Release does not prevent DeMartino from enforcing this Agreement.

6. Approval Process. Under the terms of this Agreement, DeMartino is not entitled to automatic approval of a new Student Organization. HCC, upon request, will assist DeMartino in finding an Advisor for a prospective Student Organization. If DeMartino is involved in successfully obtaining approval for a new Turning Point USA Student Organization during the Spring 2016 semester, HCC will make \$200 available to such new Student Organization for the Spring 2016 semester.

8. Construction of Agreement. The Parties hereto acknowledge that they have obtained the advice of experienced legal counsel of their own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein or that otherwise relate to this Agreement. Furthermore, the Parties acknowledge and agree that they have mutually contributed to the drafting of this Agreement. No provision of this Agreement shall be construed against any Party on the ground that such party or its counsel drafted the provision at issue or that the provision at issue contains a covenant of such Party.

9. No Admission of Liability. Nothing contained herein shall be construed as an admission by any Party of fault or liability.

10. Amendments Must Be in Writing. No amendment or waiver of any provision of this Agreement shall in any event be effective unless it is in writing and signed by all the Parties hereto and such waiver shall be effective only in the specific instance and for the specific purpose given.

11. Benefit and Burden to Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties' agents, representatives, employees, attorneys, successors and assigns, and persons claiming by, through, and under them.

12. Governing Law and Remedies. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland without resort to its choice of laws or other conflict of laws principles.

13. Entire Agreement and Integration. This Agreement supersedes all prior agreements or understandings, written or oral, between the Parties relating to the subject matter of this Agreement and incorporates the entire understanding of the Parties relating to the subject matter of this Agreement and neither shall be bound by any promises, representations or agreements made by either of them, whether oral or in writing, with respect to the subject matter hereof prior to the date of this Agreement. All negotiations relating to this Agreement are hereby superseded and neither party has relied upon any representation by the other, not contained herein, to induce that party to enter into this Agreement.

14. Severability. If for any reason any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. Counterparts/Signatures. The Parties agree that this Agreement may be executed in counterparts, all of which shall constitute one agreement. The Parties further agree that copies of signatures shall be sufficient to bind the parties to this Agreement.

16. Date. The date of this agreement shall be the last day on which any party to this Agreement signs the Agreement.

WITNESS:

MORIAH DEMARTINO

Date: _____

ATTEST:

HAGERSTOWN COMMUNITY
COLLEGE

Barbara Raulitt

Guy Altheri

BY: GUY ALTHERI

Date: *5/3/16*

ATTEST:

ALLIANCE DEFENDING FREEDOM

BY: _____

Date: _____

14. Severability. If for any reason any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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WITNESS:



MORIAH DEMARTINO

Date: 10. May 2016

ATTEST:

HAGERSTOWN COMMUNITY COLLEGE

BY: GUY ALTIERI

Date: _____

ATTEST:

ALLIANCE DEFENDING FREEDOM



BY: David J. Hacker

Date: 5/10/16

EXHIBIT A

(Expressive Activity Policy)

Policy on Expressive Activity

This policy applies to all buildings, grounds, and other spaces owned or controlled by Hagerstown Community College (the “College”). The term “expressive activity” includes:

- Meetings and other group activities by Active Students and Student Organizations, as those terms are defined in the Student Organization Policy;
- Speeches, performances, demonstrations, rallies, vigils, and other events by Active Students, Student Organizations, and outside individuals and/or organizations invited by Student Organizations;
- Distributions of literature, such as leaflets and pamphlets; and
- Any other expression protected by the First Amendment to the United States Constitution.

A. Policy Statement

College property is primarily dedicated to academic, student life and administrative functions. But it also represents the “marketplace of ideas.” The College shall not interfere with the rights of Active Students and Student Organizations to the free expression of their views or impermissibly regulate their speech based on its content or viewpoint. Nevertheless, the College may establish reasonable time, place, and manner restrictions on expressive activity. No event or expressive activity shall be permitted to violate or hinder the rights of others within the campus community or substantially disrupt normal college operations inside or outside of buildings.

B. Procedures

1. Spontaneous Expressive Activity:

- a. For outdoor campus facilities and areas, Active Students and Student Organizations may freely engage in spontaneous expressive activities as long as the activities do not (1) block access to campus buildings, (2) obstruct vehicular or pedestrian traffic, (3) substantially disrupt previously scheduled campus events,¹ (4) substantially disrupt College operations, (5) constitute unlawful activity; or (6) create a clear and present threat to public safety, according to the College’s police or security department.
- b. No College personnel may impose restrictions on Active Students or Student Organizations who are engaging in spontaneous expressive activities because of the content or viewpoint of their expression or the possible reaction to that expression. In the event that other persons react negatively to these activities, College officials (including College police or security) shall use their best efforts to ensure public safety while allowing the expressive activity to continue.
- c. The outdoor areas and facilities are available, on a first-come, first-served basis,

¹ The expression of competing viewpoints or multiple speakers in proximity to each other does not, without more, constitute a substantial disruption.

for rallies, assemblies, demonstrations, vigils and other outdoor expressive activities without prior approval or scheduling, unless previously reserved pursuant to this policy.

- d. Active Students or Student Organizations shall not be permitted to engage in spontaneous speeches, performances, demonstrations, rallies, vigils, literature distribution, meetings or events in the indoor campus facilities and areas.

2. Reserving Campus Facilities:

- a. If Active Students, Student Organizations, or College employees desire to reserve campus facilities, they shall submit their requests to the Office of the Dean of Student Affairs at least four days prior to the event. Any requests not received at least four days prior to the event, may be denied for that reason.
- b. Individuals and/or organizations who are not Active Students, Student Organizations, or College employees shall not be permitted to use or reserve campus facilities unless (1) they are invited and sponsored by a Student Organization or the College to conduct expressive activities and/or events on campus, or (2) the College agrees to rent the facility to them pursuant to paragraph 3 below.
- c. Active Students, Student Organizations, and College employees may request to reserve campus facilities on a first-come, first-served basis. These requests may be denied for the following reasons only:
 - (1) The venue is already reserved for another event;²
 - (2) The activity will attract a crowd larger than the venue can safely contain;
 - (3) The activity will substantially disrupt another event being held at a neighboring venue;³
 - (4) The activity will substantially disrupt college operations (including classes);
 - (5) The activity is a clear and present threat to public safety, according to the College police or security department;
 - (6) The activity will occur during College examination periods; or

² In the event that multiple Active Students, Student Organizations or College employees submit conflicting reservation requests, the following order of precedence shall govern: (1) official College sponsored activities and events; (2) Student Organization activities and events; (3) Active Student activities and events; and (4) all other activities and events.

³ The expression of competing viewpoints or multiple speakers in proximity to each other does not, without more, constitute a substantial disruption.

- (7) The activity is unlawful.
- d. When assessing a request to reserve campus facilities, the College and its administrators must not consider the content or viewpoint of the expression or the possible reaction to that expression. The College shall not impose restrictions on Active Students, Student Organizations, or College employees because of the content or viewpoint of their expression or the possible reaction to that expression. In the event that other persons react negatively to an Active Student's, Student Organization's, or College employee's expression, College officials (including College police or other security personnel) shall use their best efforts to ensure public safety while allowing the expressive activity to continue.
 - e. For each event or activity, College officials will consider the anticipated size, required accommodations, traffic, noise, time, relationship to nearby areas and activities, security needs, and other relevant facts and circumstances to determine (a) whether a suitable location exists and (b) whether health and safety concerns require special precautions or arrangements.
 - f. During an event, the Active Student, Student Organization, or College employee requesting the reservation is responsible for preserving and maintaining the facility it reserved. If any damage is caused to those facilities, the person(s) or organization (and its officers, if applicable) shall assume responsibility.

3. Outside Individuals and Groups:

- a. The College reserves the right to deny the use of its facilities to any non-College organization or individual seeking to rent or use College space. Rental fees will be charged, and additional contractual obligations will apply. Only designated facilities are available for such use and rental.

4. Questions:

- a. Any questions concerning this Policy on Expressive Activity should be directed to the Office of the Dean of Student Affairs.

EXHIBIT B

(Commercial Solicitation Policy)

Commercial Solicitation Policy

Hagerstown Community College, as noted in its official vision statement, “is a learner-centered, accessible, life-long learning institution dedicated to student and community success.” The College has the responsibility to provide and maintain a safe and healthy work and learning environment conducive to its mission based programs and services. Accordingly, the College has developed a commercial solicitation policy for the purposes of: 1) preserving the College’s right to permit or prohibit sales and commercial solicitation activities on College property, and 2) to protect the campus community from sales and commercial solicitation activities that are intrusive, unrelated to the educational purpose, or incompatible with normal operations. The general requirements, the sales and commercial solicitation by college and non-college organizations, as well as the responsibilities of the sponsoring units and the vendors are detailed below. Commercial solicitation is prohibited on campus unless it meets the general requirements as defined by the College.

This policy applies to commercial solicitation activities conducted on the grounds or within buildings under the control of Hagerstown Community College, including commercial solicitation using the electronic mail network (e-mail). Approved commercial solicitation activities must be substantially and directly related to the College's mission and vision.

The term “commercial solicitation” as used here means the sale, lease, rental or offer for sale, of any property, product, merchandise, publication, or service, whether for immediate or future delivery; the distribution or display of printed material, merchandise, or products that are designed to encourage the purchase, use, or rental of any property, product, merchandise, publication, or service; or the oral or written appeal or request to support or join an organization other than a registered student, faculty, or staff organization. Commercial solicitation further means the activity or process of seeking to obtain the support of an individual for a commercial product through persuasion or formal application.

1. General Requirements

Approval for commercial solicitation and sales activity will only be considered for those vendors whose products or services meet the following applicable criteria:

- a) Does not violate federal, state or local law.
- b) Are not in competition with vendors holding current College-wide contracts.
- c) Are not duplicative of goods and/or services currently available through established on-campus sources.
- d) Do not contradict HCC’s Expressive Activity policy.
- e) Do not undermine the academic integrity of the College.
- f) Are not counterfeits of brand name goods.
- g) Are not in violation of Hagerstown Community College / State procurement policies.
- h) Do not pose a threat to the individual making the purchase or to their surrounding environment.

2. Sales and Commercial Solicitation by Non-College Organizations

There shall be no commercial solicitation conducted on general College property except by vendors with whom the college has contracted for the sale, lease, rental, or offer of said goods and services. Vendors must coordinate commercial solicitation with the individual or unit responsible for such activity.

3. Sales and Commercial Solicitation by Official College Organizations (including Student Organizations), Employees and Students

Commercial solicitation for the sale, lease, rental, or offer of goods, services, and/or products on College property shall only be conducted by student organizations, faculty, or staff officially recognized and authorized by Hagerstown Community College or by legally authorized representatives of companies with whom the College conducts business.

a) Commercial Solicitation by employees

Commercial solicitation by employees for purposes other than direct college related business during regularly scheduled work hours is prohibited. Commercial solicitation during non-work hours (lunch or other break times) by employees is subject to other applicable sections of this policy. Employee fund raisers are only permitted as provided for in the Employee Handbook. Use of the college resources for commercial solicitation or sales is limited to those activities meeting the general requirements outlined above.

b) Commercial Solicitation by students

Commercial solicitation and/or sales by students on College property are prohibited without the express written consent of the Dean of Student Affairs or designee. This provision does not prevent fundraising by Student Organizations in accordance with the Student Organization Policy and Procedures.

4. Responsibilities of Sponsoring Units or Recognized Student Organizations

- a) Ensure the presence of responsible member(s) of the sponsoring unit throughout the duration of the activity to include set-up and take-down.
- b) Ensure that College policies, procedures, guidelines, and regulations are adhered to at all times.

5. Responsibilities of Vendors

- a) The vendor must be in possession of all permits and licenses required by federal, state, and local law or ordinance, and in compliance with any applicable federal, state, and local laws or ordinances. Obtaining required permits and licenses and knowledge of the applicable laws are the responsibility of the vendors. Failure to be in possession of any required permit or license or to comply with any applicable law or ordinance shall be grounds for denial.
- b) All off-campus vendors and commercial entities must have departmental/student organization sponsorship.

- c) Merchandise of all off-campus vendors and commercial entities shall be confined within the vendor's designated space, and the appearance of the booth shall be in a manner in keeping with the campus environment.
- d) All off-campus vendors and commercial entities that request use of space on the HCC campus need to be aware that depending upon the type of event and the size of the event, fees may apply.
- e) Vendor must leave its area in the condition in which it was found. Vendor is responsible for all clean-up and for any repair costs.

6. Insurance

Hagerstown Community College requires proof of automobile, general liability and worker's compensation insurance and to be named as an additional insured. Proof of insurance must be provided once commercial activity is approved and scheduled, but must be provided in advance of the event to the Office of the Vice President for Administration and Finance. Failure to do so may result in the College unilaterally cancelling the activity. The user agrees to obtain, at its own expense, liability insurance for Bodily Injury and Property, as well as, Automobile for any vehicles brought onto HCC premises. Minimum coverage for automobile liability and bodily injury and property general liability shall be \$1,000,000.00. The user must also obtain, at its own expense, statutory worker's compensation insurance on any of its employees who will be on HCC premises on the day(s) of the event. Minimum coverage shall be \$500,000.00.

7. Fund Raising on HCC Property by Outside Groups

Any outside group which has rented space from HCC or has been granted a rental space waiver by the Office of the President is not permitted to fund raise or solicit outside of the specific HCC space they have been approved to use. Such groups must also follow all applicable provisions as stated in this policy.

EXHIBIT C

(Student Organization Policy and Procedures)

STUDENT ORGANIZATION POLICY & PROCEDURES

Student Organization Policy Statement

HCC is a state- and county-supported comprehensive community college. Its central purpose is to offer a diverse array of courses and programs designed to address the curricular functions of university transfer, career entry or advancement, adult basic skills enhancement, general and continuing education, as well as student and community service.

HCC's vision is to be a learner-centered, accessible, lifelong learning institution dedicated to student and community success. The college maintains a wide spectrum of college programs and services, with a special emphasis on teaching excellence as measured by verifiable student academic achievement.

The college believes in and teaches the ideals and values of cultural and racial diversity and an openness to new ideas, a sense of self-direction, moral sensitivity, and the value of continuing education and lifelong learning. These ideas and values form the basis of the college's Institutional Learning Goals, which are:

- A. Demonstrate personal and social responsibility by practicing responsible citizenship, being open to new ideas, and understanding the value of moral sensitivity and cultural diversity.
- B. Practice intellectual skills such as critical and independent thinking, effective communication, and knowledge acquisition and application.
- C. Demonstrate self-direction, persistence and lifelong learning.

HCC supports students' rights to join, form, and participate in Student Organizations as a critical component of student growth and development. The student experience is enhanced by active engagement in activities that promote leadership and learning. The purpose of this policy is to assure that Active Students and Student Organizations have reasonable access to college resources, without undue disruption to college operations, violation of protected speech activity of others, and endangerment of others or risk to college property. Informal, spontaneous student gatherings are encouraged as long as they are honoring the provisions of the Student Code of Conduct, and the provisions of the HCC policy on Expressive Activity. The college administration is expected to establish and update as needed guidelines for Student Organizations and related procedures to implement all the provisions of this policy.

Levels of Engagement:

To represent these values, the college has organized Student Organizations into the following levels of engagement:

- A. **Registered Student Group (RSG)** – This is a group of two or more Active Students at HCC which is registered in the Dean of Students' Office, and is not affiliated with or sponsored by the college. No college funding is granted in the form of a group budget,

but use of college space is permitted for group activity, in accordance with this policy, the Student Code of Conduct, and other related student policies and administrative procedures. RSGs may petition the Dean of Students Office for funding to support special projects and activities, such as printed handouts or refreshments for student gatherings or presentations.

- B. **Registered Student Funded Organization (RSFO)** – This is an organization of five or more Active Students at HCC which is recognized and registered in the Dean of Students Office as an active Student Organization. Use of college space for organization activities is granted and, once approved as an RSFO, the organization will receive, at the beginning of each fall and spring semester, funds for that semester, to conduct its activities, based on the criteria listed in the Student Organization Administrative Procedures. The RSFO must have a Faculty/Exempt Staff Advisor and be in compliance with all administrative procedures. RSFOs are permitted to raise additional funds into a college-issued account, with prior approval for the designated fundraising activity by the Faculty/Exempt Staff Advisor and the Office of the Dean of Students.

Definitions:

For the purposes of this policy and related procedures and guidelines, the following definitions apply:

- A. **Active Student** – An Active Student is defined as a currently registered HCC credit student who is not on academic or disciplinary probation or a currently registered HCC non-credit student who has satisfactorily completed a course. First-time HCC students may join Student Organizations and be counted as Active Students on a temporary status until a grade point average (GPA) or satisfactory course completion is established. The GPA requirements may be higher for academic or honorary groups or to serve as a Student Government Association officer.
- B. **Faculty/Exempt Staff Advisor** – Full-time faculty, full-time exempt-status college employees, and adjunct faculty and part-time exempt staff who have worked at the college for four years or more are eligible to serve in an advisory capacity to a student organization. A Faculty/Exempt Staff Advisor is required for all RSFOs. Faculty and exempt staff may serve as advisor to more than one Student Organization.
- C. In regard to this policy, **Student Organization** means Registered Student Group (RSG), and Registered Student Funded Organization (RSFO). Use of the term “Student Organization” in this policy does include student group terminology frequently used in higher education such as chapters, clubs, and all other similar entities, funded and / or not funded. This definition excludes student academic program memberships and related fees, supplies, equipment, and apparel that are funded through the instructional budget of the college.

Administrative Procedures for Student Organizations

A. Scope

1. These procedures apply to all Active Students. Only Active Students may be members of Student Organizations.
2. Registration of a Student Organization does not mean that the college endorses the student group, its purposes, values, and/or viewpoint.
3. Student Organizations must not be connected to a commercial enterprise, and must not be for a commercial purpose.
4. Student Organizations can have no violations of the HCC Student Code of Conduct or other published HCC rules or regulations to remain in good standing.

B. Registered Student Group (RSG)

1. To become a Registered Student Group, these criteria must be submitted to, and confirmed by the Office of the Dean of Students:
 - a. Membership must be open to all Active Students.
 - b. Membership must maintain at least two (2) Active Students.
The Office of the Dean of Students will verify membership each semester.
 - c. The group must have a designated leader who meets the criteria as an Active Student and whose name is registered with the Office of the Dean of Students. Any change in the leader of a Registered Student Group must be updated within one week of the change with the Office of the Dean of Students.
 - d. The Registered Student Group must maintain a current membership list of Active Students and an up-to-date purpose statement.
 - e. The group may petition the Office of the Dean of Students for funding of special projects and activities, such as refreshments for student gatherings or presentations related to the group's purpose, in accordance with the criteria referenced in Section D of these administrative procedures.
 - f. The Student Activities Coordinator will serve as an advisor to RSGs, as needed, especially when a financial allocation has been granted by the Dean of Students, unless the group prefers, and has identified, a Faculty/Exempt Staff Advisor.

C. Registered Student Funded Organization (RSFO)

1. To become a Registered Student Funded Organization (RSFO), the following criteria must be met:
 - a. Membership must be open to all Active Students.
 - b. Must have and maintain a membership of at least five (5) Active Students.
 - c. Must have a Faculty/Exempt Staff Advisor. Any change in the Advisor for an RSFO must be updated within one week of the change, with written notification to the Office of the Dean of Students.
 - d. The Student Organization must maintain an up-to-date membership list and a one or two page prospectus including the names of Active Students officers or leaders and a purpose statement. Any change in the student officers or leader of an RSFO student group must be updated within one week of the change and written notification sent to the Office of the Dean of Students.
 - e. Each RSFO will get an equal share of the Student Organization funds to conduct its activities, which will be the lesser of \$200 a year (\$100 in the fall semester and \$100 in the spring semester) or an amount equal to the quotient of the total funds available for Student Organizations divided by the number of RSFOs. This amount will be reviewed annually as part of the HCC's budget development processes. The Office of the Dean of Students will verify membership numbers, as submitted by each RSFO, prior to the funding allocations each fall and spring semester. Additional funds may be requested, in accordance with the criteria referenced in Section D of these administrative procedures. RSFOs are permitted to raise additional funds into a college-issued account, with prior approval for all designated fundraising activity by the Faculty/Exempt Staff Advisor and the Office of the Dean of Students. As part of the Board of Trustees approved annual college budget, funds are designated to cover the cost of all student activities, including student organizations. No student activity fee is charged and budgets for student activities and student groups are allocated from the college's general fund revenue.
 - f. Must deposit all organizational funds into restricted accounts established by HCC's Financial Services Office. This includes their allocated equal, proportional share of the Student Organization funds, additional funds approved beyond the annual allocation, and any additional raised funds. All funds must be utilized according to college policies.
 - g. If an RSFO fails to maintain all of these requirements, its funding will be dropped and its status will be reclassified as an RSG, depending on active membership numbers.

D. Criteria for Requesting Additional Funds

1. Student Organizations may request additional funding, which may or may not be granted, based on budget availability and adherence to the following criteria, which will be applied in a viewpoint neutral manner.
 - a. The Student Organization must have shown fiscal responsibility with any funding it received in the past.
 - b. The activity levels of the Student Organization will be assessed, with consideration given to the number and frequency of meetings held, the number and frequency of activities and events planned, and the number and frequency of communications about their activities and events.
 - c. There must be evidence of research, planning, and detailed budgeting for all the activities for which funding is being requested.
 - d. For events or activities where attendance will affect the amount of money being requested, the Student Organization must show the number of attendees at any similar past event and the number of proposed attendees for the planned event.
 - e. Student Organization funding will not be allocated for equipment, supplies, or programs whose primary function is for classroom or instructional use.
 - f. Advisors, coaches, or full-time employees of the college will not be paid from Student Organization funding or contracted services rendered to Student Organizations. A Student Organization may use fundraising income for this purpose.
 - g. Student Organization funding may not be used to purchase self-promotional items (t-shirts, mugs, pens, etc.). Only fundraising income may be used for this purpose.
 - h. All requests must be submitted to the Dean of Students no later than three weeks after the start of the fall semester for activities during the fall semester and the period of time prior to the start of the subsequent spring semester, and no later than three weeks after the start of the spring semester for activities during the spring semester and the period of time prior to the start of the subsequent fall semester.
2. Any Student Organization or student aggrieved by any decision under this Policy shall have a right to appeal to the Vice President of Academic Affairs and Student Services if they have not able to resolve the matter up through the level of the Dean of Students.

E. Registered Student Groups (RSG) and Registered Student Funded Organizations (RSFO) Benefits

1. The benefits for Registered Student Groups include:
 - a. permission to post fliers on bulletin boards;
 - b. free promotional space on the college website;
 - c. reserving rooms on campus for meetings free of charge;
 - d. being listed on the Student Organization directory;
 - e. being provided assistance from the Dean of Students and his or her staff;
 - f. participating in the Student Organization fair, the annual open house, and other student recruitment events;
 - g. bulk mailings for a fee; and
 - h. copy services for a fee.
2. Registered Student Funded Organizations (RSFO) receive the following benefits:
 - a. permission to post fliers on bulletin board;
 - b. free promotional space on the college website;
 - c. reserving rooms on campus for meetings free of charge;
 - d. being listed on the Student Organization directory;
 - e. being provided with free organizational email;
 - f. being provided assistance from the Dean of Students and his or her staff;
 - g. being listed in recruiting publications;
 - h. participating in the Student Organization fair, the annual open house, and other student recruitment events;
 - i. receiving a budget allotment for the organization;
 - j. consultation meetings monthly with the Coordinator of Student Activities;

- k. college vehicles at the paid mileage rate (.51 cents per mile) for approved trips;
- l. bulk mailings for a fee; and
- m. copy services for a fee.

F. Expectations for ALL Student Organizations (RSGs and RSFOs)

1. Must complete the annual registration process by submitting all required information, and participate in available training opportunities, and make timely changes to information;
2. Must update membership and other pertinent information when they change;
3. Must maintain the minimum membership required for registration category and have a registered Faculty/Exempt Staff Advisor if required;
4. Must follow and abide by all applicable federal, state, and local laws and regulations, and all policies and procedures of the college including the Student Code of Conduct; and
5. Must meet all fiscal obligations incurred by the Student Organization.

EXHIBIT D

(Notice of Voluntary Dismissal with Prejudice)

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(NORTHERN DIVISION)**

MORIAH DEMARTINO,

*

Plaintiff,

*

v.

*

Case No. 1:15-cv-03134-GLR

**HAGERSTOWN COMMUNITY
COLLEGE, et al.,**

*

*

Defendants.

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NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

Pursuant to Rule 41(a)(1)(A) of the Federal Rules of Civil Procedure, the parties hereby stipulate to the dismissal with prejudice of all claims in this case.

/s/ Steven L. Tiedemann
Steven L. Tiedemann (Bar No. 24794)
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Owings Mills, Maryland 21117
(410) 356-8837
(443) 293-8877 Fax
steve@hardhatlegal.com

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