

RELEASE AND SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of payment in the amount of \$ 20,100.00 (twenty thousand one hundred dollars), and for other good and valuable consideration, including the mutual promises contained herein, the sufficiency of which is hereby acknowledged, Ratio Christi of Kennesaw State University and Zachary Bohannon (jointly, RELEASORS) do hereby release, satisfy, quitclaim and forever discharge any and all claims, demands, actions, causes of action and damages (including without limitation claims for attorneys' fees, costs and expenses of litigation) of every kind and nature, whether past, present, or future, and whether known or unknown, including without limitation all claims asserted or which could have been asserted in the civil action styled *Ratio Christi of Kennesaw State University, et al. v. Samuel S. Olens, et al.*, in the United States District Court for the Northern District of Georgia, Atlanta Division, No. 1:18-cv-745 (the LITIGATION), relating to or arising from the incidents or matters described in the LITIGATION, against each of the following: Samuel S. Olens, W. Ken Harmon, Jeff Milsteen, Kathleen White, Michael Sanseviro, Ronald Lunk, Ed Bonza, Andrew Harvill, Jordyn Clark, Tifaney Millwood, Janice Malone, and Rachel Patti; and all other offices, authorities, agencies, departments, units, divisions, subdivisions, instrumentalities, institutions, commissions, boards, and entities of the State of Georgia; and any and all employees or agents and former employees or agents of the State of Georgia (collectively, RELEASED PARTIES).

This Release and Settlement Agreement is made by RELEASORS in full and final satisfaction of all such claims against the RELEASED PARTIES through the date of the execution of this Release and Settlement Agreement. The payment hereunder shall be by check made payable to Alliance Defending Freedom IOLTA (as attorney for RELEASORS) by the

Department of Administrative Services, seasonably, after the execution of this Release and Settlement Agreement.

RELEASORS expressly acknowledge as additional consideration for the releases herein that the expression and security fee policies challenged in the LITIGATION have been revised and that such policies will be replaced with the Kennesaw State University Freedom of Expression Policy, attached to this Agreement as Exhibit 1, and the Kennesaw State University Security Policy, attached to this Agreement as Exhibit 2.

RELEASORS expressly warrant, represent and agree as follows, and hereby expressly understand and acknowledge that the RELEASED PARTIES are relying upon these warranties, representations and agreements:

1.

RELEASORS represent and warrant that they are the Plaintiffs in the LITIGATION and that they are competent and of legal age to contract. They further represent that, as of the date of the execution of this Release and Settlement Agreement, they have the right and authority to execute this Release and Settlement Agreement and have not sold, assigned, transferred, conveyed or otherwise disposed of any claim, right, or interest surrendered by virtue of this Release and Settlement Agreement.

2.

No promise or agreement not expressed herein has been made to RELEASORS. In executing this Release and Settlement Agreement, RELEASORS are not relying upon any statement or representation made by the RELEASED PARTIES or by anyone who has acted for the RELEASED PARTIES, or on the RELEASED PARTIES' behalf, and RELEASORS are relying solely upon their own judgment and the advice of their counsel.

3.

RELEASORS agree that this Release and Settlement Agreement shall apply to all known and unknown, disclosed and undisclosed, anticipated and unanticipated injuries and damages of any kind or nature resulting from, or alleged to result from, the incidents or matters that are described in the LITIGATION, including any issues pertaining to attorneys' fees under 42 U.S.C. § 1988, *et seq.*, costs, and expenses.

4.

RELEASORS understand that this is a compromise of disputed claims and a final disposition of the dispute between the parties, both as to legal liability and as to the nature and extent of any injuries and/or damages resulting from alleged acts or omissions attributable to the RELEASED PARTIES; that the settlement and compromise hereunder are made to seek peace and secure resolution and to terminate further controversy respecting all claims that have been or could be asserted against the RELEASED PARTIES relating to or arising from the incidents or matters that are described in the LITIGATION, including attorneys' fees, costs and expenses; that this settlement shall not be construed as an admission of liability, fault or wrongdoing by the RELEASED PARTIES, all such liability, fault or wrongdoing being expressly denied by them; and that this Agreement in no way prejudices the rights of the RELEASED PARTIES to deny all such liability, fault or wrongdoing including without limitation in any suit relating to or arising from the incidents that are described in the LITIGATION.

5.

It is expressly understood and agreed that this Release and Settlement Agreement releases the RELEASED PARTIES and any and all employees, agents, officials, representatives, or assigns of the State of Georgia and any of its agencies, departments or subdivisions, including those that

are now known but not named in this document and those who are unknown. The RELEASED PARTIES and the RELEASORS intend to release ALL claims of the RELEASORS and any heirs, executors, administrators, successors, and assigns against all alleged tortfeasors and wrongdoers relating to or arising from the incidents that are described in the LITIGATION. RELEASORS are neither admitting that their constitutional challenges lack merit nor certifying that the Kennesaw State University Freedom of Expression Policy, attached to this Agreement as Exhibit 1, and the Kennesaw State University Security Policy, attached to this Agreement as Exhibit 2, are constitutionally flawless.

6.

No insurance carrier, medical provider or other entity or person, including state and federal governmental entities or agencies, has any lien or subrogation interest or claim for reimbursement arising out of the aforesaid occurrence, specifically including but not limited to any liens or claims arising out of the payment of workers' compensation benefits; hospital, medical, and/or funeral expenses; ERISA, Medicare or Medicaid payments; or if there are any such liens, interests, or claims for reimbursement, they will be satisfied by the proceeds received by RELEASORS paid in connection herewith, and the undersigned will save and hold the RELEASED PARTIES harmless from, and indemnify them for, any and all claims of any nature whatsoever that may hereafter be asserted against them by any person, agency or entity claiming any such interest, lien or reimbursement.

7.

RELEASORS specifically authorize and direct their attorneys to execute and file a Stipulation of Dismissal with Prejudice of the LITIGATION, such dismissal to be in substantially the form as is attached as Exhibit 3 hereto. RELEASORS shall file the dismissal as

soon as possible but no later than five business days following the latter of the execution of this Release and Settlement Agreement, the release of the payment described herein, and the receipt by counsel for the RELEASORS of email confirmation from counsel for the RELEASED PARTIES that the revised policies have been implemented and published.

8.

RELEASORS acknowledge and agree that it will be the sole responsibility of RELEASORS and/or their attorneys to pay any taxes due on the settlement amount, if any; and that RELEASORS specifically agree to hold RELEASED PARTIES harmless as to any tax liability that may result.

9.

Nothing in this Release and Settlement Agreement shall be construed as the State of Georgia's waiver of immunities available under state and/or federal law.

10.

All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this Release and Settlement Agreement are contractual and not mere recitals. This Release and Settlement Agreement constitutes an accord and satisfaction of any and all claims of the RELEASORS against the RELEASED PARTIES. The RELEASORS further declare and represent that no promise, inducement, or agreement not expressed herein has been made to them and this Release and Settlement Agreement contains the entire agreement between the parties. All of the foregoing representations are made in order for the RELEASED PARTIES to rely upon them in effecting this compromise.

11.

This Release and Settlement Agreement may not be altered, amended, or modified in any respect whatsoever, except in writing, duly executed by all parties hereto; however, copies or facsimile versions of the original Release and Settlement Agreement may be used for any purpose for which the original may be used.

12.

This Release and Settlement Agreement is made and entered into in the State of Georgia, and shall in all respects be interpreted, enforced, and governed under the laws of Georgia. The language of all parts of this Release and Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning.

13.

Except for any provisions relating to the payment to be made to RELEASORS hereunder, should any provision of this Release and Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Release and Settlement Agreement.

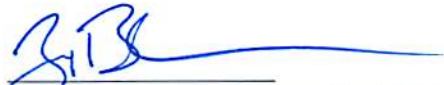
14.

This Release and Settlement Agreement shall become effective following execution by the RELEASORS and their counsel.

[SIGNATURES ON NEXT PAGE]

BY THEIR SIGNATURES BELOW THE UNDERSIGNED REPRESENT THAT THEY HAVE READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT AND THAT THEY FULLY UNDERSTAND AND AGREE TO ITS TERMS

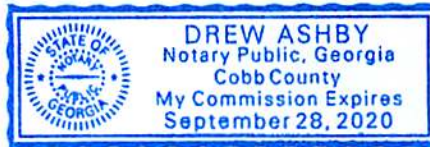
IN WITNESS WHEREOF, RELEASORS, Ratio Christi of Kennesaw State University and Zachary Bohannon, have hereto set their hands and seals this 19 day of 20³³18 October, 2018.


Ratio Christi of Kennesaw State University
By: Zachary Bohannon
Its: Secretary


Zachary Bohannon

Sworn to and subscribed
Before me this 19th
day of October, 2018.


Notary Public



Reviewed and Approved By:

Travis Barham
Georgia Bar No. 753251
As Attorney for RELEASORS

**BY THEIR SIGNATURES BELOW THE UNDERSIGNED REPRESENT THAT THEY
HAVE READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT AND
THAT THEY FULLY UNDERSTAND AND AGREE TO ITS TERMS**

IN WITNESS WHEREOF, RELEASORS, Ratio Christi of Kennesaw State University and
Zachary Bohannon, have hereto set their hands and seals this _____ day of _____,
2018.

Ratio Christi of Kennesaw State University

By: _____

Its: _____

Zachary Bohannon

Sworn to and subscribed
Before me this _____
day of _____, 2018.

Notary Public

Reviewed and Approved By:



Travis Barham

Georgia Bar No. 753251

As Attorney for RELEASORS

EXHIBIT 1

Kennesaw State University Freedom of Expression Policy

A. Purpose and Overview of Policy

Kennesaw State University (“KSU”) recognizes and is committed to upholding the First Amendment rights of all individuals, including freedom of speech and peaceable assembly. KSU also recognizes its responsibility to provide a secure learning environment that allows individuals enrolled at or employed by KSU (“members of the KSU community”) to express their views in ways that do not disrupt the operation of the University.

When used throughout this policy, “expressive activity” and “expression” include non-commercial speech and activities protected by the First Amendment, including speeches, performances, demonstrations, marches, protests, picketing, and the distribution of non-commercial literature. Commercial speech is regulated by KSU solicitation policies. Demonstrations and assembly can be valid expression for all opinions, including dissenting opinions, provided that the demonstration or assembly does not disrupt academic and administrative functions of the University. KSU affirms its commitment to the First Amendment rights of those on its campus even though the language or ideals of those seeking a venue for free expression may contradict University ideals or the personal views of KSU students and employees.

For students, student organizations, and other members of the KSU community, open outdoor areas of campus are venues for expression. The designation of forum areas herein may not be used to prohibit them from engaging in expressive activities consistent with this policy elsewhere on campus, and it does not apply to University-sponsored activities. Rather, the policy only sets forth reasonable time, place, and manner restrictions on campus expression; and it establishes as designated public forums certain outdoor areas of KSU’s campus and sets forth requirements for forum reservations in the following limited circumstances: (1) members of the KSU community who plan an event with 30 or more persons and (2) individuals or groups who are not members of the KSU community who wish to speak on KSU’s campus. By placing reasonable limitations on time, place, and manner of speech, KSU does not take into consideration or take a position on the content or viewpoint of the expression, but allows for a diversity of viewpoints to be expressed in an academic setting.

B. Designation of Forums on KSU's Campus

To better facilitate the free exchange of ideas, KSU has designated as the following highly visible locations as public forums on KSU's campus ("Designated Campus Areas"):

- Kennesaw Campus: Campus Green Zones 1 through 7, as depicted and described on the attached "Campus Green Map."
- Marietta Campus: By the Globe between the Administration Building (Building B) and the Joe Mack Wilson Student Center (Building A).

These Designated Campus Areas are generally available to students from 9:00 a.m. to 7:00 p.m., provided that they have not previously been reserved. They are available to individuals or groups not enrolled at or employed by KSU from 9:00 a.m. to 5:00 p.m., Monday through Friday, provided that they have not previously been reserved. The Designated Campus Areas are closed for the first full week of classes and final exam weeks of each semester. This policy does not apply to the reservation of indoor facilities, which is governed by procedures set forth at <http://events.kennesaw.edu>.

Reservations will only be processed on days that KSU's Administrative Offices are open for business ("university business days"). Though reservations to use the Designated Campus Areas are only required as set forth in Section C and Section D below, KSU recommends that all parties interested in utilizing the Designated Campus Areas submit a completed Reservation Request Form to KSU's Department of Student Life prior to use so that KSU may minimize scheduling conflicts, accommodate all interested users, and provide adequate security for the speaker and the audience.

C. Provisions for Members of the KSU Community

I. Planned Large Group Expression

Members of the KSU community who plan to engage in expressive activity on campus in a group that is expected to consist of 30 or more persons, not including those who may gather to protest the expressive activity, must submit a completed Reservation Request Form to KSU's Office of the Dean of Students four university business days prior to the scheduled activity pursuant to the

procedures set forth in Section E below and must receive approval in writing from a Student Affairs official prior to engaging in such activity. Prior notice is required to ensure that there is sufficient space for the large group event, that necessary University resources are available for crowd control and security, and that the academic and other operations of the University are not disrupted. The Student Affairs official may only deny a reservation for the limited reasons set forth in Section E below.

II. Spontaneous Large Group Expression

If an individual or small group of individuals within the KSU community, while engaging in spontaneous expression, attracts a group of 30 or more persons (not including those who may gather to protest the expression), then a representative from the group should provide the University with as much notice as circumstances reasonably permit. KSU reserves the right to direct a group of 30 or more persons to one of the Designated Campus Areas or another available area of campus in order to ensure the safety of campus members, to provide for proper crowd control, and to limit disruption of the academic and other operations of the University. The KSU official must not consider or impose restrictions based on the content or viewpoint of the expression when relocating any expression.

D. Provisions for Non-Campus Members

Individuals or groups of people who are not enrolled at or employed by KSU may only engage in expressive activity on KSU's campus in the Designated Campus Areas and only after submitting a completed Reservation Request Form to KSU's Office of the Dean of Students at least four university business days prior to the scheduled speech and obtaining approval for such use in writing from a Student Affairs official pursuant to the procedures set forth in Section E below. Organizers are encouraged to submit their requests as early in the planning stages of the event as possible. This provision does not apply to KSU Classroom Visitors or to any University-sponsored events.

E. Procedures for Reservation Requests

Completed Reservation Request Forms (available at publicforum.kennesaw.edu) should be submitted to KSU's Office of the Dean of Students in person or by email to publicforum@kennesaw.edu at least four university business days prior to the scheduled event.

Reservation scheduling will be coordinated by a Student Affairs official, who will schedule forums for expression on a first-come, first-served basis. The Student Affairs official must respond to all requests in writing as soon as practicable, but in no event more than two university business days following receipt of the request, either authorizing the reservation and noting any special instructions, if applicable, or setting forth the reason for denial of the reservation. The Student Affairs official may only deny a reservation request for one of the following reasons:

- (1) The Reservation Request Form is not fully completed;
- (2) The Reservation Request Form contains a material falsehood or misrepresentation;
- (3) The Designated Campus Area(s) requested has/have been reserved by persons who previously submitted a completed Reservation Request Form, in which case the University must provide a reservation for the applicant at an alternate location, alternate date, or alternate time;
- (4) The use or activity intended by the applicant would conflict with or disturb previously planned programs organized and conducted by the University;
- (5) The Designated Campus Area(s) requested is/are not large enough to accommodate the expected or actual number of persons engaging in large group expression, in which case the University must provide a reservation for the applicant at an alternate location that can safely accommodate the applicant provided that the applicant is a member of the KSU community and that such a location exists on KSU's campuses;
- (6) The use or activity intended by the applicant would present a danger to the health or safety of the applicant, other members of the KSU community, or the public;
- (7) The use or activity intended by the applicant is prohibited by law, Board of Regents' Policy, or KSU Policy;
- (8) The request seeks to reserve the Designated Campus Areas during the first full week of classes and final exam weeks of each semester;
- (9) The applicant seeks to reserve a location on campus other than the Designated Campus Areas; or
- (10) The use or activity intended by the applicant would violate the General Provisions in Section F below.

If an individual or group has three (3) or more reservations confirmed within a calendar month, the individual or group may not submit an additional reservation request for that calendar month until four (4) University business days prior to the requested reservation date. If, at that time, the additional reservation request conflicts with that of another individual or group (*i.e.*, seeks to reserve the same location at the same time) that does not already have three (3) or more reservations confirmed within that calendar month, the reservation request of the other individual or group shall have priority.

When assessing a reservation request, the Student Affairs official must not consider or impose restrictions based on the content or viewpoint of the expression, including the possible reaction to the content or viewpoints anticipated to be expressed during the event. The Designated Campus Area(s) is not reserved until the requestor receives an email confirmation from the Student Affairs official, which shall contain the name of the event; the date, time and location of the event; and the name of the individual making the reservation request.

Any denial of a reservation request in whole or in part may be appealed to KSU's Vice President for Student Affairs in writing setting forth the reasons why the appeal should be granted. KSU's Vice President for Student Affairs or his or her designee must respond to the appeal in writing within two university business days. The decision of KSU's Vice President of Student Affairs or his or her designee is final.

F. General Provisions

In addition to the requirements set forth above, all individuals expressing themselves on KSU's campus must comply with the following provisions:

- No interference with the free flow of vehicular or pedestrian traffic within or under the control of the KSU campus or the ingress and egress to buildings on campus is permitted.
- Sound amplification, including microphones or bullhorns, is not permitted.
- No interruption of the orderly conduct of University classes or other University activities, including University ceremonies and events, is permitted.
- Motor vehicles may not be used indoors or in any outdoor area of campus except roads and parking lots.

- The representative who makes the reservation shall be responsible for seeing that the area is left clean and in good repair. If not accomplished, persons or organizations responsible for the event may be held financially responsible for cleanup costs for removal of signs, placards, litter, and other materials left by the representative's speaker or group.
- Expressive activities may not take place in a location that has already been reserved for another event.
- Expressive activities must not create a clear threat to public health or safety.
- Damage or destruction of property owned or operated by the University or property belonging to students, faculty, staff, or guests of the University is prohibited. Persons or organizations causing such damage may be held financially and/or criminally responsible.
- Individuals and groups of individuals expressing themselves on KSU's campus must comply with all applicable federal, state, and local laws; Board of Regents' policies; and KSU policies, rules, and regulations.
- Security fees may be assessed consistent with KSU's Security Policy. See

<http://events.kennesaw.edu/event-resources/GO%20701%20-%20Special%20Events.pdf>.

Authorization of a speech, event, or demonstration is contingent upon compliance with the criteria listed above. The authorized representative of the speaker or group is required to sign a form acknowledging compliance with these administrative procedures and guidelines and acknowledging that the University will not be held responsible for the actions of participants in the expression. Additionally, the authorized representative must sign a form acknowledging agreement to make restitution for any litter or property damage that is caused by the representative's speaker or group.

KSU Public Safety and other appropriate administrators will be notified upon receipt of the reservation request. The reservation request is a public record and submitted requests will be released to interested parties in accordance with the terms of the Georgia Open Records Act.

The University reserves the right to refuse to permit individuals or groups to assemble, demonstrate, protest, or otherwise express themselves in the Designated Campus Areas if the individual or group refuses to abide by these administrative procedures and guidelines. Speakers or

organizations failing to comply with the above policy may be asked to leave, a trespass warning may be issued, and/or University disciplinary action or judicial action may be pursued.

KSU cannot be held responsible for the safety of children or other individuals participating in an event. Persons under the age of 12 years old must be accompanied by an adult.

Freedom of Expression Policy Questions

Questions about this policy may be addressed to the KSU's Office of the Dean of Students at (470) 578-6367 or publicforum@kennesaw.edu.

EXHIBIT 2

Kennesaw State University – Security Policy

I. OBJECTIVE:

To establish guidelines and procedures for determining when security will be required for events held on the campus of Kennesaw State University, for assigning security personnel to events held on campus, and for determining when and how much persons or entities holding events on campus should be charged for those security arrangements.

II. POLICY:

It is the policy of the Kennesaw State University Police Department to promote a safe and secure environment to all members of the community while on the property or under the care, custody, and control of Kennesaw State University. To accomplish this objective, a written plan will be developed prior to each event where security is required or where KSU decides to provide security to assign personnel to conduct specific duties prior to, during, and after the event.

III. PROCEDURES:

A. RESPONSIBILITY

1. The KSU Police Department is responsible for providing event security on campus and to those functions sponsored by a university-affiliated organization. Other law enforcement agencies and contract security services may not be used unless approved by the KSU Police Department, Vice President for Operations, or the President of the University.
2. University departments and student organizations planning events where security is required must contact the KSU Police Department to coordinate security needs. In addition, the President's Office or the Division of Student Affairs may notify the KSU Police Department of other events where it believes KSU may want to provide security arrangements.
3. The Administrative Services Unit of the KSU Police Department is responsible for initial receipt of information pertaining to an event where security services are required or may be deemed advisable.
4. Events requiring parking considerations will have these related needs coordinated in collaboration with the KSU Department of Parking and Transportation.
5. The Administrative Services Unit of the KSU Police Department will be responsible for posting the event assignment form in the Netsential Briefing Log and for billing departments or organizations for security staffing and services.
6. The Records Unit of the KSU Police Department will be responsible for records retention as may be required by law according to the institution's retention schedule.

B. REQUIRED SECURITY VERSUS DISCRETIONARY SECURITY

1. Security will be required for any events where one or more of the following conditions are present:
 - a. Alcohol will be present;
 - b. Individuals expect to be handling \$500 or more in cash; or

- c. The anticipated attendance is 100 or greater, not including any individuals who may gather to protest the event.
2. The KSU Police Department, in consultation with other KSU departments, may choose to provide security for other events on campus where security is not required.

C. STAFFING AND SECURITY SERVICES

1. Assessing Security Needs: The Special Operations Section Captain, in coordination with the Administrative Services Unit, shall determine the security needs at an event by utilizing the following criteria:
 - a. Estimated number and age of attendees at the event
 - b. Size of the venue
 - c. Location of the venue, including strategic vantage points and the existence of natural barriers
 - d. Number of access routes (ingress and egress) or entrances and exits into/out of the venue
 - e. Access to restrooms and other facilities near the venue
 - f. Type of event (sporting, conference, or festival)
 - g. Whether the event will be open to the public
 - h. Whether there will be a ticketing process and what type
 - i. Length of time scheduled for the event
 - j. Whether the event will occur during daylight or evening hours
 - k. Whether a fee will be charged for entry, goods, or services
 - l. Whether alcohol will be served at the event
 - m. Whether other law enforcement agencies and/or contract security services will be provided
 - n. Whether and where cash will be handled at the event

The determination of security needs that will be charged to the organizing person or organization for any event shall not be based on the content or viewpoints anticipated to be expressed during the event, including the possible reaction to the content or viewpoints anticipated to be expressed during the event. As stated elsewhere in this policy, the university may choose to provide additional security to handle possible reactions to the event, so long as those costs are not passed on to the organizer.

2. The KSU Police Department shall determine whether to staff an event with sworn or unsworn officers, but events authorized for the presence of alcohol must be staffed with at least one sworn officer.
 - a. Events not requiring the presence of a sworn officer may be posted by the Administrative

Services Unit for coverage by non-sworn Public Safety personnel.

- b. Events with a standard event plan on file may be posted by the Administrative Services Unit for coverage by non-sworn Public Safety personnel and sworn Officers. Examples of these standard event plans include, but are not limited to, regular season basketball, baseball, and football games.
 - c. Non-sworn public safety personnel may be used in conjunction with sworn officers to work events requiring sworn police services when at least two sworn officers are assigned to the event.
3. If sworn officer services are required, the basic formula for assigning officers is one officer for up to 250 attendees, an additional officer for the next 500 attendees, an additional officer for the next 750, and one additional officer for each 1000 persons thereafter. If the event requires a fixed post, such as ticket sales, an additional officer is required for posting in the public area near the ticket sales, but not inside the sales office. The KSU Police Department may assign additional officers to the event if, in its determination, events so require.

D. PAYMENT FOR SECURITY SERVICES

1. The department, group, organization, or person sponsoring or hosting an event where security is required shall be required to pay for the costs of those services according to the following rubric:

Anticipated Attendance	Number of Billable Officers
0-250	1
251-750	2
751-1500	3
1501-2500	4
For each additional 1,000 people	1 additional officer

If the event is expected to involve the handling of \$500 or more in cash at a fixed location or locations, the sponsor or host of the event will also be required to pay for an officer posted at each such location.

The hourly rate the sponsor or host of an event will be charged per officer is posted on the KSU Department of Public Safety website.

The event sponsor or host will be required to pay for any additional officers or security services requested by the sponsor or host.

2. The department, group, organization, or person sponsoring or hosting an event shall not be charged for security services provided for the estimated number of counter protestors or in anticipation of or in response to protests or hostile reactions to the viewpoints, opinions, or expression of those participating in the special event. Nor shall it be charged for any security services above and beyond those in the rubric above that KSU or the KSU Police Department may choose to provide.

E. EVENT DAY PROCEDURES

1. The Officer-in-Charge will initiate contact with the sponsoring organization's onsite event coordinator upon arrival at the event venue to coordinate support.

2. The on-duty shift supervisor will be the designated Officer-in-Charge of any event staffed with two or less Department personnel, if both officers staffing the event are of nonsupervisory rank (excludes Corporal, Detective, or Inspector).
3. A supervisor, Corporal, Detective, or Inspector will be assigned to work as the Officer-in-Charge of any event staffed with three or more Department personnel.
4. A command rank officer (Lieutenant or above) will be assigned as the Officer-in-Charge (OIC) for any event which is staffed with department personnel in coordination with another law enforcement agency or contracted security service, unless otherwise approved by the Chief of Police.
5. The Special Operations Section Captain or designee will prepare an event plan for any special event staffed with five or more department personnel and submit the Event Plan for approval to the Deputy Chief for Operations.
6. Copies of the Event Plan will be provided to each Department personnel working the event.
7. Any special event staffed with five or more Department personnel and/or staffed in coordination with another law enforcement agency or contracted security service will conduct an event briefing with all oncoming personnel prior to posting at assignments.
8. The on-duty Patrol Shift Supervisor must be notified of event briefing time and location.
9. Events staffed in coordination with another law enforcement agency, contracted security service, and/or volunteer event security must include a Federal Clery Act Compliance component as part of the event briefing to these individuals.
10. The Special Operations Section Captain will annually review the standard event plans on file with the Administrative Services Unit to ensure any needed revisions are made and kept current.

F. AFTER ACTION REPORT

1. If an event operated under the guidance of a required Event Plan, The OIC for the event will conduct a debriefing at the end of the event with remaining personnel to review the successes of the operation and formalize feedback for improvements.
2. Personnel with assignment durations that do not last to the conclusion of the event shall provide feedback, if any, when they conclude their assignment and sign out with the OIC. The OIC will include any feedback received in the debriefing.
3. A completed After Action Report must be submitted to the Deputy Chief of Operations, no later than three business days following the event.

G. CANCELLATION

The University, in consultation with the Chief of Police, shall make every reasonable effort to allow an event to go forward or continue while taking all necessary steps to ensure public safety, but it retains the discretion to cancel any event in circumstances in which the security risk to the University is too high to be adequately addressed with available resources.

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

RATIO CHRISTI OF KENNESAW
STATE UNIVERSITY and
ZACHARY BOHANNON,

Plaintiffs,

v.

SAMUEL S. OLENS, Former
President of Kennesaw State
University, in his official capacity; *et*
al.,

Defendants.

Case No. 1:18-cv-745-MLB

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Fed. R. Civ. P. 41(a)(1), Plaintiffs Ratio Christi of Kennesaw State University and Zachary Bohannon, and Defendants Samuel S. Olen, W. Ken Harmon, Jeff Milsteen, Kathleen White, Michael Sanseviro, Ronald Lunk, Ed Bonza, Andrew Harvill, Jordyn Clark, Tifaney Milwood, Janice Malone, and Rachel Patti, through counsel, stipulate that the above-styled action be dismissed with prejudice.

Respectfully submitted this ___ day of October, 2018.

/s/ Travis C. Barham

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Georgia Bar No. 188810
TRAVIS C. BARHAM
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