

April 20, 2020

Via Email

Dr. Marty L. Crawford
Superintendent
Tyler Independent School District
1319 Earl Campbell Parkway
Tyler, TX 75701
marty.crawford@tylerisd.org

R. Wade Washmon
School Board President
wade.washmon@tylerisd.org

Rev. Orenthia Mason
School Board Vice President
orenthia.mason@tylerisd.org

Claude Lane, Principal
Moore MST Magnet School
1200 S. Tipton
Tyler, TX 75701
claudelane@tylerisd.org

Dr. Dan Crawford, Principal
Robert E. Lee High School
411 ESE Loop 323
Tyler, TX 75701
daniel.crawford@tylerisd.org

Re: Establishment Clause Violations

Dear Dr. Crawford, Mr. Washmon, Rev. Mason, Mr. Lane, and Dr. Crawford,

A concerned teacher has alerted our office to actions by Tyler Independent School District (“TISD”) and its officials that violate the Establishment Clause of the First Amendment. Specifically, TISD holds a yearly, mandatory convocation at Green Acres Baptist Church for school officials, faculty, and staff. Student participation is also mandated for those who attend to sing and perform the national anthem. The most recent convocation, held on August 15, 2019, featured an invocation given by Reverend Orenthia Mason. Additionally, students of the Moor MST Magnet School (6th to 8th grade) All City Choir and Orchestra were required to rehearse at

Green Acres Baptist Church on May 1, 2020. The Robert E. Lee High School Football Banquet (awarding senior student football players), held at Green Acres Baptist Church on January 21, 2020¹, required a contractual agreement (see attached) to “honor the beliefs” of Green Acres Baptist Church’s constitution.² Under well-settled First Amendment Establishment Clause jurisprudence, *infra*, TISD’s actions mark a clear breach of the United States Constitution. This letter demands assurances that TISD refrain from including religious elements in school-sponsored events in the future.

The American Humanist Association (“AHA”) is a national nonprofit organization with tens of thousands of members across the country, including many in Texas. The mission of AHA’s legal center is to protect one of the most fundamental principles of our democracy: the constitutional mandate requiring separation of church and state. We have litigated dozens of church-state separation cases in federal courts from coast to coast, including in the U.S. Supreme Court.

The Establishment Clause “commands a separation of church and state.” *Cutter v. Wilkinson*, 544 U.S. 709, 719 (2005). The Establishment Clause “absolutely prohibit[s] government-financed or government-sponsored indoctrination into the beliefs of a particular religious faith.” *School Dist. v. Ball*, 473 U.S. 373, 385 (1985). The government must not “place its prestige, coercive authority, or resources behind a single religious faith or behind religious belief in general, compelling non-adherents to support the practices or proselytizing of favored religious organizations and conveying the message that those who do not contribute gladly are less than full members of the community.” *Tex. Monthly, Inc. v. Bullock*, 489 U.S. 1, 9 (1989).

First, TISD’s practice of opening a mandatory convocation with a chaplain-led prayer, particularly when students are present, violates the Establishment Clause. The Supreme Court has repeatedly held government-sponsored prayer violates the Establishment Clause.³ *E.g.*, *Engel v. Vitale*, 370 U.S. 421, 430 (1962) (“government in this country . . . is without power to prescribe by law any particular form of prayer . . . in carrying on any program of governmentally sponsored religious activity.”); *Santa Fe Indep. Sch. Dist. v. Doe*, 530 U.S. 290, 301-03, 308 (2000) (student-led, student-initiated prayers before high school football games unconstitutional); *Lee v. Weisman*, 505 U.S. 577, 592 (1992) (rabbi-led prayer at graduation unconstitutional). The Supreme Court recently reiterated that “[o]ur Government is prohibited from prescribing prayers to be recited in our public institutions.” *Town of Greece v. Galloway*, 572 U.S. 565, 581 (2014) (citing *Engel*). The “First Amendment was added to the Constitution to stand as a guarantee that neither the power nor the prestige of [government] would be used to control, support or influence the kinds of prayer the American people can say.” *Engel*, 370 U.S. at 429-30.

The Supreme Court “has been particularly vigilant in monitoring compliance with the Establishment Clause in elementary and secondary schools,” *Edwards v. Aguillard*, 482 U.S. 578, 583-84 (1987), where “there are heightened concerns with protecting freedom of conscience from [even] subtle coercive pressure.” *Lee*, 505 U.S. at 592; *see Santa Fe*, 530 U.S. at 303. In *Lee*, the

¹ From your emails, this event is planned for next year at Green Acres Baptist Church too.

² Found here: https://www.gabc.org/wp-content/uploads/GABC_Constitution.pdf

³ The narrow legislative prayer exception applied in *Town of Greece v. Galloway*, 572 U.S. 565 (2014) is plainly inapplicable to public school convocations.

Court held that a public school’s inclusion of a nonsectarian prayer in a graduation ceremony violated the Establishment Clause even though students were not required to participate in the prayer. 505 U.S. at 586. This is because “State exerts great authority and coercive power . . . because of the students’ emulation of teachers as role models and the children’s susceptibility to peer pressure.” *Edwards*, 482 U.S. at 584.

As the Fifth Circuit noted in 1993, “*Lee* is merely the most recent in a long line of cases carving out of the Establishment Clause what essentially amounts to a *per se* rule prohibiting public-school-related or -initiated religious expression or indoctrination.” *Doe v. Duncanville Indep. Sch. Dist.*, 994 F.2d 160, 165 (5th Cir. 1993); *e.g.*, *Wallace v. Jaffree*, 472 U.S. 38, 40-42 (1985) (moment of silence to start school day unconstitutional); *Stone v. Graham*, 449 U.S. 39 (1980) (posting of Ten Commandments on classroom walls unconstitutional); *Sch. Dist. Abington v. Schempp*, 374 U.S. 203, 205 (1963) (daily scripture readings unconstitutional); *Engel*, 370 U.S. at 422-23 (school prayer unconstitutional); *Karen B. v. Treen*, 653 F.2d 897, *summarily aff’d*, 455 U.S. 913 (1982) (prayers by students and teachers in classroom unconstitutional).

Indeed, the Supreme Court’s cases place an *affirmative duty* upon public schools to “be certain . . . that subsidized teachers do not inculcate religion.” *Lemon v. Kurtzman*, 403 U.S. 602, 619 (1971). Any “[s]chool sponsorship of a religious message is impermissible.” *Santa Fe*, 530 U.S. at 309-10. Thus, the Fifth Circuit has also made clear that public schools may not endorse religion. *See Ingebretsen v. Jackson Pub. Sch. Dist.*, 88 F.3d 274, 280 (5th Cir. 1996); *Doe v. Duncanville Indep. Sch. Dist.*, 70 F.3d 402 (5th Cir. 1995); *Karen*, 653 F.2d at 902-03; *Doe v. Duncanville Indep. Sch. Dist.*, 70 F.3d 402, 406 (5th Cir. 1995) (holding prayers at school-controlled, curriculum-related activities “signals an unconstitutional endorsement of religion.”).

While clergy-led prayers at public school convocations are clearly prohibited, *see Lee*, 505 U.S. at 587 (“A school official . . . decided that an invocation and a benediction should be given; this is a choice attributable to the State, and from a constitutional perspective it is as if a state statute decreed that the prayers must occur”), government-sponsored prayers outside the public school context (and outside of the narrow legislative prayer exception) are equally violative of the Establishment Clause. *E.g.*, *North Carolina Civil Liberties Union v. Constangy*, 947 F.2d 1145, 1150 (4th Cir. 1991) (judge’s practice of opening court sessions with prayer violated the Establishment Clause, as it involved “an act so intrinsically religious”); *Hall v. Bradshaw*, 630 F.2d 1018, 1021 (4th Cir. 1980) (prayer on a state map violated Establishment Clause).

You should know that we recently won a case against a Florida police department that promoted prayer on the department’s Facebook page. *Rojas v. City of Ocala*, 315 F. Supp. 3d 1256, 1278 (M.D. Fla. 2018). The court reasoned: “Given that the Facebook page posting by the Ocala Police Department asked Ocala’s citizens to join in ‘fervent prayer’— an undisputedly religious action, and that the Prayer Vigil consisted of chaplains offering Christian prayers and singing from the stage with responsive audience participation, a reasonable observer would find that the Prayer Vigil had a religious purpose” and was thus unconstitutional. *Id.* In fact, the court found the police department’s conduct:

“‘lies so obviously at the very core of what the [Establishment Clause] prohibits that the unlawfulness of the conduct was readily apparent to [them], notwithstanding the lack of fact-specific law.’” [citation omitted]. . . .No factually

particularized, pre-existing case law was necessary for it to be obvious to local government officials that organizing and promoting a Prayer Vigil would violate the Establishment Clause.

Am. Humanist Ass'n v. City of Ocala, 127 F. Supp. 3d 1265, 1284 (M.D. Fla. 2015).

In sum, TISD's convocation prayers are "inconsistent both with the purposes of the Establishment Clause and with the Establishment Clause itself." *Engel*, 370 U.S. at 433.

Second, holding convocations and other school events in a Christian church independently violates the Establishment Clause. *See generally Everson v. Bd. Of Educ.*, 330 U.S. 1, 15 (1947) ("Neither a state nor the Federal Government . . . can force nor influence a person to go to . . . church."). The courts have made clear that holding school functions in a sectarian venue adorned in Christian iconography is unconstitutional. *See Doe v. Elmbrook Sch. Dist.*, 687 F.3d 840, 851 (7th Cir. 2012) (school district's practice of holding graduations in church violated Establishment Clause even though no prayers were given), *cert. denied*, 573 U.S. 922 (2014); *Warnock v. Archer*, 380 F.3d 1076 (8th Cir. 2004) (holding unconstitutional a school's practice of requiring teachers to attend trainings at a religious college); *Am. Humanist Assoc. v. Greenville Cty. Sch. Dist.*, No. 6:13-cv-2471-BHH, slip op. at 9 (D. S.C. Dec. 12, 2017) (school district policy hosting graduation in a chapel found unconstitutional); *Jane Doe v. Joplin Schools Pub. Sch. Dist.*, No. 3:15-CV-5052-MDH, slip op. at 20 (W.D. Mo. Mar. 9, 2017) (hosting voluntary field trips at Christian ministry gym violated the Establishment Clause); *Does v. Enfield Pub. Schs.*, 716 F. Supp. 2d 172, 201 (D. Conn. 2010) (holding graduation at a church violates Establishment Clause); *Musgrove v. Sch. Bd.*, 608 F. Supp. 2d 1303, 1305 (M.D. Fla. 2005) (holding graduation ceremony "in a religious institution . . . [is] contrary to Supreme Court precedent"); *Spacco v. Bridgewater Sch. Dep't*, 722 F. Supp. 834, 842 (D. Mass. 1989) (students could not attend classes in facilities owned by a church); *Lemke v. Black*, 376 F. Supp. 87, 89-90 (E.D. Wis. 1974) (enjoining school from holding graduation in church).

Although the government may, in some unique circumstances, use church-owned property for a limited purpose, public schools cannot hold mandatory school events in a proselytizing Christian environment.⁴ The Establishment Clause "is violated when the government directs students to attend a pervasively Christian, proselytizing environment." *Elmbrook*, 687 F.3d at 855. As the Seventh Circuit reasoned, "the presence of religious iconography and literature is likely to prove particularly powerful, indicating to everyone that the religious message is favored and to nonadherents that they are outsiders." *Id.* at 853 (citations omitted).

The AHA recently won a case against the Greenville County School District in the U.S. District Court of South Carolina on this very issue. *Greenville*, No. 6:13-cv-2471-BHH, slip op. at

⁴ For example, *Smith v. Jefferson Cnty. Bd. Of Sch. Comm'rs*, 788 F.3d 580, 590 (6th Cir. 2015) allowed a public school to use a church facility only because it was severely limited by the board's budget resulting in the closing of school buildings and an imminent need for alternatives. Furthermore, the buildings used were devoid of any religious imagery, resulting in a *de minis* exposure to religion. *Id.* *See also Sch. Dist. of Hartington v. Neb. St. Bd. Of Ed.*, 195 N.W.2d 161 (Neb.), *cert. denied*, 409 U.S. 921 (1972) (upholding lease because there was no religious iconography in the church building); *Thomas v. Schmidt*, 397 F. Supp. 203 (D.R.I. 1975) (leased area used separate entrance and lavatories and school authorities maintained sole physical control); *Brown v. Heller*, 273 N.Y.S.2d 713 (1966) (lease was upheld only because lease prohibited church involvement or control over the operations of the public school).

9. In that case, the school district used a university chapel for end-of-year awards ceremonies. Although the chapel was not a traditional church, and the school claimed legitimate secular purposes for the venue choice, the district court concluded that “there can be no doubt that the setting in which the ceremony occurred conveyed a message of religious endorsement.” *Id.* at 10 (citing *Lee*, 505 U.S. 577; *Elmbrook*, 687 F.3d at 852-54). The court also determined that the decision to use “a clearly Christian environment to conduct a ceremony . . . fostered an excessive entanglement with religion.” *Id.* at 10.

We also won a case in the U.S. District Court of Missouri against the Joplin School District. *Joplin*, No. 3:15-CV-5052-MDH, slip op. at 22. In that case, the venue was not a church but a gymnasium and it was only used for fieldtrips. There were no prayers or pews involved but court pointed out the Christian iconography (such as crosses) and messages presented throughout the gymnasium. *Id.* at 3. The district court reasoned that exposing students to signs displaying religious messages would make those with a contrary belief “feel coerced by the Joplin district’s field trips, into either not attending the events, or subjecting themselves to religious beliefs contrary to their family’s teaching.” *Id.* at 17. “No parent can be required to subject their children to Bible studies, worship service, or any other activity that pertains to the Christian faith, in order for their child to take advantage of the opportunities of a public school system.” *Id.* The court made clear that the use of a religious facility “indicates Joplin District’s approval of Victory’s religious messages” and thus has “the primary effect of advancing religion.” *Id.* at 20.

TISD’s actions are even more egregious than those in our Joplin case in several respects. For one, Green Acres Baptist Church is a traditional church sanctuary, is used regularly for chapel services and contains stained glass portraying a large cross, and religious literature in the pews.⁵ The large cross on the window is equally viewable from the outside as students and teachers enter the church grounds. Religious imagery is easily visible, and the overall environment is clearly Christian. Second, clergy-led invocations are delivered in this religious environment where faculty are required to attend and students in attendance are as young as middle school.

Further contributing to the unconstitutional religious endorsement is that, as in *Elmbrook* “school administrators selected the venue over . . . [other] suitable options.” *Elmbrook*, 687 F.3d at 854. Here, several secular venues with the same capacity as Green Acres Baptist Church are available.⁶ Yet TISD, Moor MST Magnet School, and Robert E. Lee High School specifically chose Green Acres Baptist Church as their venue. “Regardless of the purpose of school administrators in choosing the location, the sheer religiosity of the space created a likelihood that . . . [one] would perceive a link between church and state based on the “sheer religiosity of the space” *Id.* at 853. As evidenced by your light show (see attached), TISD is not suffering from the same financial hardships present in *Smith*. See *Smith*, 788 F.3d at 590.

Thus, having an invocation and requiring attendance by faculty, staff, and students to a church venue with religious iconography plainly violates the Establishment Clause.

Third, TISD has entered a contract requiring the school district to “honor the beliefs” of Green Acres Baptist Church and its constitution (attached). This contract independently violates

⁵ As can be seen here: <https://perma.cc/T8X7-PLTW> and here: <https://perma.cc/5KX3-LSRD>

⁶ For a list of venues see <https://perma.cc/7DV8-TQJT> and <https://perma.cc/EH7Q-FAX4>

the Establishment Clause by fostering excessive entanglement with religion. *See Larkin v. Grendel's Den*, 459 U.S. 116, 126-27 (1982). “[T]he core rationale underlying the Establishment Clause is preventing ‘a fusion of governmental and religious functions.’” *Id.* (citing *Schempp*, 374 U.S. at 222). In *Larkin*, Massachusetts enacted a law allowing churches to contest alcohol license applications for buildings within 500 feet of the church. *Id.* at 120-21. A restaurant that had been denied an alcohol license by a church challenged the constitutionality of vesting churches such authority. *Id.* at 120. Despite having a secular purpose, the Court held that the statute fostered unconstitutional entanglement. The Court reasoned: “The Framers did not set up a system of government in which important, discretionary governmental powers would be delegated to or shared with religious institutions.” *Id.* at 127. The Court also found impermissible religious endorsement, noting that “the mere appearance of a joint exercise of legislative authority by Church and State provides a significant symbolic benefit to religion.” *Id.* at 126.

In accordance with *Larkin*, the U.S. District Court of Missouri properly ruled in our Joplin case that a school district’s contractual obligations granting a religious ministry broad authority to exclude based on contrary beliefs or lifestyles is unconstitutional. *Jane Doe v. Joplin Schools Pub. Sch. Dist.*, No. 3:15-CV-5052-MDH, slip op. at 19 (W.D. Mo. Mar. 9, 2017). The Constitution does not “allow public entities providing public education to engage in such restrictions[] and does not allow such authority *to be delegated to private religious organizations.*” *Id.* (emphasis added). The court further noted:

The individual religious freedom guaranteed each of us by the First Amendment to our Constitution would be placed at serious risk if public officials, wielding the power and authority of government, were allowed to use the power of government office or position to aid, advance, or advocate for their own personal religious beliefs or religion, or to exclude those with beliefs other than their own, from opportunities or services of government. This is true even if the religious beliefs of those officials are consistent with or are shared by a majority of local residents served by the government unit.

Id. at 20.

This letter serves as an official notice of the unconstitutional activity and demands that your school district terminate this and any similar illegal activity immediately. To avoid legal action, we kindly ask that you notify us in writing within two weeks of receipt of this letter setting forth the steps you will take to rectify this constitutional infringement. Thank you for turning your attention to this important matter.

Sincerely,
s/Monica L. Miller, Esq.

Legal Director and Senior Counsel
American Humanist Association
Appignani Humanist Legal Center

Green Acres Baptist Church - 1607 Troup Highway - Tyler, TX 75701

Invoice

To: **Jamie Landes** Fax:
From: **Debbie Fisher ~ (903) 525-1126** Date: **9/17/2019**
Or debbie@mail.gabc.org
Re: **Cost of Facilities ~ REL Football** Pages: **1**
Appreciation Banquet
Cc:

Urgent For review Please comment Please reply Please recycle

\$1500.00 – Building Usage Fee – CrossWalk A – January 21, 2020

I will need \$500 due upon receipt to hold the room for you.

The remaining \$1000.00 will be due one week prior to your event.

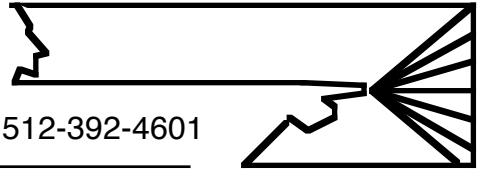
Please make the check out to GABC and mail it to:

Green Acres Baptist Church
Attn: Debbie Fisher
1607 Troup Highway
Tyler, TX 75701

Laser Spectacles, Inc.

PO Box 1535
 San Marcos, TX 78667

TEL 512-392-4600 FAX 512-392-4601



INVOICE 190603.B

DATE: June 6, 2019
 FROM: Tim Walsh, Laser Spectacles, Inc. Tax ID: 76-0147760, DUNS # 161801121
 TO: Tyler ISD
 1319 Earl Campbell Pkwy
 Tyler, TX 75503 USA
 TEL: 903-262-1064
 FAX: -

Project: Tyler ISD Convocation Laser Show at Green Acres Baptist Church

Requisitioned By: D. Parnell	When Ship: 8/15/19	Ship VIA: delivery
FOB Point: Tyler	Terms: 50/50	PO: verbal/contract

Qty. ordered	Qty Shipt	Stock No.	Description	Price	Total
1	1		Laser Show Balance Due	\$2148.50	\$2148.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
			SUBTOTAL:		\$2148.50
			Handling:		
			Sales Tax		
			GRAND TOTAL:		\$2148.50

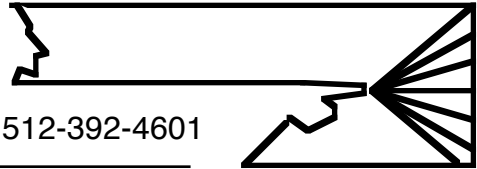
Bank info:
 Frost National Bank
 231 N. Guadalupe
 San Marcos, TX, 78666
 512-393-5601

ABA: 114000093
 Account Name: Laser Spectacles, Inc.
 Account # : 40-128-3944
 SWIFT: FRSTUS44

Tim Walsh
 President

Laser Spectacles, Inc.

PO Box 1535
 San Marcos, TX 78667 TEL 512-392-4600 FAX 512-392-4601



INVOICE 190603.A

DATE: June 6, 2019
 FROM: Tim Walsh, Laser Spectacles, Inc. Tax ID: 76-0147760, DUNS # 161801121
 TO: Tyler ISD
 1319 Earl Campbell Pkwy
 Tyler, TX 75503 USA
 TEL: 903-262-1064
 FAX: -

Project: Tyler ISD Convocation Laser Show at Green Acres Baptist Church

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FOB Point: Tyler	Terms: 50/50	PO: verbal/contract

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1	1		Laser Show Deposit	\$2148.50	\$2148.50
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					\$0.00
			SUBTOTAL:		\$2148.50
			Handling:		
			Sales Tax		
			GRAND TOTAL:		\$2148.50

Bank info:
 Frost National Bank
 231 N. Guadalupe
 San Marcos, TX, 78666
 512-393-5601

ABA: 114000093
 Account Name: Laser Spectacles, Inc.
 Account # : 40-128-3944
 SWIFT: FRSTUS44

Tim Walsh
 President

**GREEN ACRES BAPTIST CHURCH
BUILDING/FACILITY USE AGREEMENT**

GENERAL CONDITIONS AND AMOUNT OF FEE

It is agreed between Green Acres Baptist Church hereinafter referred to as GABC and _____, hereinafter referred to as USER, that GABC, shall allow the USER access and the use of the facility as conditioned and described below, subject to all the church constitution, policies and procedures of GABC, in consideration of \$_____.

This Building Use Fee covers the rental of the building. The Broadcast and Food Service Ministry fees are separate charges.

FACILITY TO BE USED _____

PURPOSE OF USE (Type of Activity) _____

DATE(S) OF USE _____

TIME NEEDED: FROM _____ : _____ TO _____ : _____

IS THE EVENT INTENDED TO SOLICIT OR RAISE DONATIONS OR FUNDING? YES NO

NOTE: GABC is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by GABC and the USER, and the specific related terms for the special equipment or personnel have been set forth in this agreement.

The undersigned has been given authority to act for and be responsible for the USER making this application. USER will see that the facility is not misused or abused, that there is proper adult supervision at all times, that the facility is used in conformity with all policies and procedures of GABC, and that all other terms of this BUILDING/FACILITY USE AGREEMENT are adhered to and followed.

The undersigned understands and agrees that this BUILDING/FACILITY USE AGREEMENT does not establish an employer-employee relationship between USER and GABC, that the event is neither a conducted event nor a sponsored event of GABC. In addition, it is understood that GABC will not exercise any physical or other control over the operation of the event other than those already spelled out in this BUILDING/FACILITY USE AGREEMENT. In addition, USER understands that GABC is no providing any supervision by this agreement.

NO OTHER PROMISES OR WARRANTIES (initial both boxes below)

INITIAL

USER understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the facility will be adequate for USER's planned use, and that USER accepts the facility in an AS IS condition.

USER to initial box to left.

INITIAL

USER has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose. **USER to initial box to left.**

INSURANCE

Liability Insurance

USER at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement public liability insurance insuring against ALL liability of USER, GABC, and their authorized representatives arising out of an in connection with USER's use of the FACILITY, with a single limit of: **\$1,000,000** or more.

Property Damage Insurance

USER also at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement property damage limits covering the facility to be used of not less than: **\$1,000,000** or more.

It is the intention of both USER and GABC that both the public liability and property damage insurance shall insure performance by the USER of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of USER hereunder.

GABC shall be named as an additional named insured on the insurance policy purchased by the USER, which is the subject of this agreement.

USER agrees to provide GABC with a copy of the certificate of insurance, **one month prior to the event**, evidencing that it has complied with the insurance requirement of this agreement.

Express Indemnity

Indemnity Provision "A"

USER agrees to save, indemnify, and keep harmless GABC against any and all liability, claims, judgements, or demands, including demands arising from injuries or death of person (USER's employees included) and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by USER, save and except claims or litigation arising through the sole negligence or sole willful misconduct of GABC. It is the intention of the parties that the indemnity provided for this agreement provides for indemnity to the fullest extent provided for by law.

Indemnity Provision "B"

USER agrees to save, indemnify, and keep harmless GABC against any and all liability, claims, judgements, or demands, including demands arising from injuries or death of persons (USER's employees included) and damage to property in which GABC shall be named a defendant and which involves claims arising directly or indirectly from, as a result of, or in connection with USER's use of the premises. It is the intention of the parties that the indemnity provided by this agreement for indemnity to GABC for GABC's own acts of passive negligence that solely or contributorily cause liability to GABC, but USER is not indemnifying GABC for GABC's own acts of active negligence that solely or contributorily cause liability to GABC.

ACKNOWLEDGEMENT OF CHURCH CONSTITUTION, POLICIES AND PROCEDURES

USER agrees to abide by the policies and procedures of the facility as provided by the SCHEDULING COORDINATOR and CROSSWALK FACILITIES DIRECTOR at GABC. USER also acknowledges that he/she has read the constitution of GABC at https://www.gabc.org/wp-content/uploads/GABC_Constitution.pdf and will honor the beliefs of GABC as express in that document. Failure to abide by the policies and procedures or to honor the beliefs of GABC will result in forfeiture of the use of the facility.

GABC Representative

Signed



Date

Printed Name Debbie Fisher

USER Representative

Signed

Date

Printed Name

08/08/2019		336519	195	Hamilton Supply	14.13	1518150-IN	2 PVC 80 Male Adapter MXS	195.51.6319.00.901.99.000	78007
08/08/2019		336519	195	Hamilton Supply	18.52	1518150-IN	2 PVC 80 Tee SXSXS	195.51.6319.00.901.99.000	78007
08/08/2019		336519	195	Hamilton Supply	24.14	1518150-IN	2 PVC 80 Union SXS	195.51.6319.00.901.99.000	78007
08/08/2019		336519	195	Hamilton Supply	25.23	1517856-IN	Describe your new line item.	195.51.6319.00.110.99.000	
08/08/2019		336519	195	Hamilton Supply	54.09	1518103-IN	Describe your new line item.	195.51.6319.00.108.99.000	
08/08/2019		336519	195	Hamilton Supply	101.64	1518339-IN	Describe your new line item.	195.51.6319.00.117.99.000	
08/08/2019		336519	195	Hamilton Supply	158.08	1518150-IN	SHOKSTOP 4480-B	195.51.6319.00.901.99.000	78007
08/08/2019		336519	195	Hamilton Supply	303.03	1518444-IN	Total Rebuild Kit	195.51.6319.00.114.99.000	78111
08/08/2019		336520	195	Higginbotham Brothers - Tyler	24.97	13790 /x	Describe your new line item.	195.51.6319.00.116.99.000	
08/08/2019		336521	461	Jason's Deli Acct #T00042	21.62	190801012050072	SWEET TEA	461.13.6499.00.041.99.004	77925
08/08/2019		336521	461	Jason's Deli Acct #T00042	158.92	190801012050072	FOR NEW TEACHER ORIENTATION/PD 8/6; BOX LUNC	461.13.6499.00.041.99.004	77925
08/08/2019		336521	461	Jason's Deli Acct #T00042	180.00	190805012050106	Lunch for New Teachers on Aug. 6Box lunches at \$5 each	461.23.6499.00.045.99.067	78004
08/08/2019		336522	195	Johnstone Supply	89.70	501-S00926124.002	Describe your new line item.	195.51.6319.00.003.99.000	
08/08/2019		336522	195	Johnstone Supply	118.72	501-S100923350.001	Describe your new line item.	195.51.6319.00.119.99.000	
08/08/2019		336523	193	Jones & Bartlett Learning, LLC	2,320.77	4106509	Concepts of Athletic Training. Seventh Edition	193.11.6321.00.838.22.001	77613
08/08/2019		336524	195	Kea General Contractors	13,662.00	2019-134-01	Austin: Add sidewalks from north side of campus around	195.51.6249.00.101.99.000	77246
08/08/2019		336525	499	Laser Spectacles, Inc.	2,148.50	190603.B	Remaining BalanceDUE 08/15/2019	499.41.6299.00.732.99.037	77256
08/08/2019		336526	195	Lennox	254.43	0557391557	Direct Drive Repair Module	195.51.6319.00.130.99.000	77861
08/08/2019		336526	195	Lennox	254.43	0557391558	Direct Drive Repair Module	195.51.6319.00.130.99.000	77862
08/08/2019		336527	195	Lew's Welding Service	61.00	27034	Describe your new line item.	195.51.6249.00.936.99.000	
08/08/2019		336528	193	McKesson Medical - Surgical	770.40	60299426	Ecno VTA CPR Trainer (pack of 4)	193.11.6399.00.838.22.001	77465
08/08/2019		336529	195	Mccooy Building Supply Center	9.66	4959383	Describe your new line item.	195.51.6319.00.104.99.000	
08/08/2019		336529	195	Mccooy Building Supply Center	12.54	4959328	Describe your new line item.	195.51.6319.00.115.99.000	
08/08/2019		336530	161	Medco Supply Company	87.75	IN91677647	WATERBOY SPORTS LEVERS F/N-1 10PK	161.36.6399.00.001.91.650	77236
08/08/2019	08/09/2019	336531	195	Mundt Music Company	58.96	11174	Describe your new line item.	195.51.6319.00.041.99.000	
08/08/2019	08/09/2019	336531	195	Mundt Music Company	130.78	11124	Describe your new line item.	195.51.6319.00.041.99.000	
08/08/2019		336532	187	Office Depot Acct#29844561	8.76	353374734001	Paper Mate Pink Pearl erasers, large pack of 3	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	10.00	353374734001	Crayola Broad Line Markers box of 10	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	15.10	353374734001	Office Depot Folding Cart 16" x 18" x 15" , Black	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	20.30	353374734001	Elmer's washable School Glue 4oz	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	21.34	353404658001	Paper Mate White Pearl Latex-free erasers, box of 12	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	29.42	353374734001	Office Depot Security Envelopes #10 4 1/8" x 9 1/2", white	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	31.14	353374734001	Office Depot Heavyweight Sheet protectors, clear pack of	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	34.72	353374734001	Sharpie Liquid Accent Penstyle Highlighters pack of 10	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	38.96	353374734001	Office Depot Stapler Combo with staples and remover	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	49.39	353374734001	Office Depot File Folders Tab cut, letter size, pack of 100	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	54.94	353374734001	Avery Address Labels 5660 1"x 2 5/8" White Clear	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	104.07	353374734001	Bankers Box Stor/File 65% Recycled Storage Boxes, Lift-	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	139.75	353374734001	Ticonderoga Pencils with Microban #2, box of 30	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	139.96	353374734001	Smead Expanding File Pockets Pack of 25	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	146.00	353374734001	Binders 1" Just Books Basic Round-Ring View Binder, bla	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	182.85	353404659001	Elmer's Restick Glue Sticks, pack of 12	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	223.80	353374734001	Post it, Rio de Janeiro 3 x 3 pack of 16	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	235.20	353374734001	Sharpie Accent Highlighters pack of 12	187.11.6399.00.804.31.804	77841
08/08/2019		336532	187	Office Depot Acct#29844561	383.02	353374734001	Post it Super Sticky Wall Easel Pads 25" x 30" Pack of 2	187.11.6399.00.804.31.804	77841
08/08/2019		336533	195	Pro Star Rental	356.42	78239	Rental of 30' Personnel Lift	195.51.6269.00.838.22.000	77981
08/08/2019		336533	195	Pro Star Rental	960.12	77859	Scissor Lift 32' Rental	195.51.6269.00.001.99.000	77881
08/08/2019		336534	499	Quality Hardwood Floors, Inc	15,719.00	6897	SCRUB AND COAT GYM FLOORS:JT, REL, BOULTER, F	499.51.6249.00.873.99.024	76475
08/08/2019		336535	171	RKO Bakeries, LLC	10.00	1078857	Delivery Fee	171.13.6499.00.897.99.897	78025
08/08/2019		336535	171	RKO Bakeries, LLC	50.00	1078857	Coffee	171.13.6499.00.897.99.897	78025
08/08/2019		336535	171	RKO Bakeries, LLC	200.00	1078857	California Breakfast Bars	171.13.6499.00.897.99.897	78025
08/08/2019		336536	189	RPR Construction Co Inc	60,993.92	72960 08/06/19	MIKE CARTER BATTING CAGES	189.81.6629.00.874.99.000	72960
08/08/2019		336537	497	Reliance Mechanical Contractors	49,986.15	76211 08/06/19	2019 HVAC - Mike Carter	497.81.6629.00.874.99.000	76211
08/08/2019		336538	499	Robert V. Reim Company	880.00	1830	Describe your new line item.	499.41.6299.00.729.99.001	