



## MEMORANDUM

### Austin Police Department

**TO:** Joseph Chacon, Chief of Police  
**FROM:** Donald Baker, Commander  
**DATE:** May 27, 2021  
**SUBJ:** APD Groundwater Analysis Training

This morning I was in attendance of the Department mandated training, titled “APD Groundwater Analysis Training.” The course was to be held for two days (Thursday, May 27 and Friday, May 28). During the beginning introduction phase of the class one of the facilitators showed a PowerPoint style slide titled “Contract”. The slide contained several different points in a bulleted format. The items included a variety of points such as: respect, participation, your truth, listening, institutional racism in US, Texas, Austin, and APD, phones on silent, no notes, and “Vegas rule” (this is not the entirety of items, based on recall).

After the facilitator advised the class, he is not an attorney and verified no one in attendance was an attorney he said the contract was a binding agreement with the participants in the class. He then proceeded to ask by show of hands who all agreed to the contract. I along with at least one other class participant did not raise our hands. The facilitator focused on the other person to explain why they would not agree to the “contract”. After some discussion it appeared, the facilitator was going to move on, but Joyce James indicated there was another person who did not agree and pointed in my direction. I explained to the facilitators and class that I had previously attended the Undoing Racism 2.5-day course and was exposed to the critical race theory of institutional racism and was not in agreement with the theory, therefore I was not in agreement to the “contract”. I further expressed disagreement with the “Vegas rule”.

I further clarified as an attendee in a Departmental training I would most definitely adhere to being respectful, attentive, participative, and open to listening to the material presented. My disagreement with the way the “contract” was presented is asking the participants in advance to make a personal commitment to support the foundational theory of institutional or systemic racism prior to the beginning of the course. I found it concerning the facilitators were requiring the class to commit to not taking personal notes of the instruction or material. To add to it a personal commitment was being requested that anything discussed or shared in the class was to stay in the class.

What type of training class requires a confirmation of a commitment by verbal or show of raising of a hand to a list of items, some of which are not those traditionally requested of participants in training? I understand the necessity to have rules for conducting a class and the necessity to provide for an open venue for discussion of ideas and theories. However, the lead instructor, Joyce James, told the class that if a participant could not agree to the items of the contract, they need to leave the class.

I followed up with a clarification of my personal position, that I could and do agree with most of the bulleted points in the list (although it is not a “contract”) but did not agree with the institutional racism of the US, Texas, Austin, and APD and the “Vegas rule.” Joyce James made it clear to the class if anyone

could not agree 100% with the items of the contract, they need to leave the class. To be respectful of her position and to ensure I was not misinterpreting her request, I restated her desire that if a person disagreed with any item listed on the “contract” that she did not want them in attendance in her facilitated class and they should leave. She clearly stated that was her desire. I told her in respect of her position as the class facilitator I would leave the training.

I exited the classroom and made a call to Asst. Chief Bauzon, who I knew was in attendance to the class but did not see him as I exited. AC Bauzon and I talked in the hallway and I was able to express my concern with the “contract” and the requirement for an attendee to make a pledge to a generic statement supporting the broad statement of institutional racism in the US, Texas, Austin, and APD. I further explained how it was Joyce James who told the class she brought in The People’s Institute for Survival and Beyond that provided the Undoing Racism course for APD/Austin that many attendees felt was on the edge of a hostile work environment. At the end of our conversation, I told AC Bauzon I was willing to wait outside the training building if he was able to have a conversation with the facilitators to share my thoughts and express, I was willing to be a respectful, engaged, and participative attendee to the training, but did not agree to all of the “contract” components. AC Bauzon agreed and went back into the class.

At about 10:12 AM I received a text from AC Bauzon stating he had talked to Dr. Lott and she was agreeable to me respecting the contract and being a participant in the class. The class was on a break at 10:18 AM and to return at 10:30 AM. I told him I would be in the class after the break. As I started to enter the training academy I was met by AC Bauzon. He advised me that Joyce James did not want me back into the class and was basing it on the fact I missed the definition portion of the class and without the knowledge of the terms I would not get the full benefit of the course. I told him I will respect her decision to have me excluded from the class and I will not attend the APD Groundwater Analysis Training.

It is concerning that APD is requiring all class attendees to make a verbal or physical agreement to an arbitrary “contract” to attend a Department sponsored course. Currently, I am not aware of another class where the participants were told to commit to a “contract” stating they will not take notes for the training. It is also concerning that a primary tenant to agree to is for each participant to bind themselves to the “Vegas rule” implying that all the topics discussed or shared in the class are not to be talked about or expressed outside of the classroom. When has that philosophy become a best practice in the adult learning environment? I understand the need to make participants feel comfortable to share lived experiences or personal opinions, but to make them hold to an unreasonable position of a “Vegas rule” is questionable and unprofessional.

Joyce James made the decision to remove me from the class based on the fact I did not want to publicly profess a commitment to a “contract” to be a participant in the Department’s APD Groundwater Analysis Training. I find it unsettling a facilitator on a topic surrounding diversity was not accepting my individual position and was opposed to a person with a diversity of thought from attending the training course she was facilitating.

I made it clear, I would be a professional and respectful participant in the course and would live up to the standards of conduct of my position. I do not feel I had to publicly profess a commitment and/or support of a specific theory, political ideology or characterization of the U.S., Texas, Austin, or APD; or to be held to denying me the ability to take course notes, or to discuss the course outside of the four walls of the training facility as a prerequisite to attend the class.

If my interpretation of the elements of the “contract” are not what the facilitators meant, then they should clarify specifically what each criterion means and how it is to be understood by the participants. Every participant should be made aware of the facilitator’s requirement to bind themselves in agreement to this

course “contract” in advance of signing up for the course. This wasted my time and resources to travel to the training academy to be expelled from the course because I had a difference of opinion. It also created an awkward, distressing situation of being singled out, along with another employee, and kicked out of a training course for holding personal standards, integrity, values and opinions.

I appreciate AC Bauzon’s understanding of the situation and his efforts working with the facilitators to come up with a workable agreement between both parties. I know the decision was left up to Joyce James as the contracted facilitator.

Respectfully Submitted,

Donald Baker, MBA