

April 1, 2026

VIA E-MAIL

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We write on behalf of the Jewish United Fund Chicago (“JUF”), Hillel International (“Hillel”), and the Louis D. Brandeis Center for Human Rights Under Law (“Brandeis”) (collectively, the “Organizations”) to express the Organizations’ ongoing concerns regarding the University of Illinois Urbana-Champaign’s (“UIUC” or the “University”) response to antisemitism and anti-Zionism on its campus. Regrettably, UIUC’s actions to date appear inconsistent with its obligations under Title VI of the Civil Rights Act of 1964 (“Title VI”) and the commitments reflected in the two historic antisemitism settlement agreements it had signed. The Organizations seek prompt corrective action and engagement on the issues outlined below.

In March of 2020, Brandeis and the law firm Arnold & Porter filed a Title VI complaint with the Office for Civil Rights, Department of Education (“OCR”), on behalf of UIUC Jewish students who had been experiencing antisemitism and anti-Zionism on campus.

On September 3, 2024, after four and a half years of negotiations, Hillel, Illini Hillel, and JUF reached a historic agreement (the “Settlement Agreement”) with UIUC to protect Jewish students.¹ The parties expressed a shared goal of creating a safe and welcoming environment for Jewish

¹ [Mutual Understandings Agreement](#) [hereinafter Settlement Agreement].

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students at UIUC. The Settlement Agreement was signed in tandem with a Resolution Agreement (collectively, the “Agreements”) signed with OCR on the same date.²

Since the signing of the Agreements, the University’s efforts to carry out the Agreements have raised ongoing concerns, and too many incidents of harassment based on antisemitism or anti-Zionism remain inadequately addressed or completely ignored. Repeated attempts to engage with UIUC have led nowhere. For several years, JUF has sought to support the University in its implementation of the Settlement Agreement: engaging through partnerships, providing resources for training, and meeting with University leadership to address these ongoing concerns. To date, these efforts have not led to meaningful improvement. To address these concerns, the Organizations believe the following actions are required to remedy UIUC’s antisemitism and anti-Zionism problems:

1. **Extend the Settlement Agreement by a minimum of three years.** The current term is set to expire before the University has fully carried out several of its core commitments under the Settlement Agreement. An extension is necessary for the University to align its actions more closely with the commitments and underlying purpose of the Settlement Agreement.
2. **Appoint an independent monitor to ensure compliance with the Settlement Agreement.** The independent monitor would oversee implementation of the Settlement Agreement to ensure the University fulfills its obligations. During initial negotiations, UIUC rejected terms that would have required an independent monitor. A year and a half later, the University has proven it cannot self-monitor.
3. **Empower the Title VI Office with the authority to act on Title VI violations.** A Title VI Office that can identify violations but lacks the authority to act cannot meaningfully address antisemitism and anti-Zionism on campus. When the Title VI Office finds a violation, it must be able to implement remedial, supportive, and—when appropriate—disciplinary measures.
4. **Apply the correct Title VI hostile environment standard using a totality of the circumstances analysis.** Too often, the University has determined that a Title VI violation did not occur because the Title VI Office impermissibly regarded the complaint as an isolated incident. Federal law requires the University to evaluate the complained-of conduct based on the totality of the circumstances to determine the impact the incident has on the environment on campus.

² [Resolution Agreement, UIUC, OCR Docket #05-20-2325](#) [hereinafter Resolution Agreement].

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5. **Implement procedures for addressing harassing and discriminatory conduct which does not rise to the level of a Title VI violation.** The University remains responsible for addressing incidents that do not meet the legal threshold of a Title VI violation or are otherwise protected by the First Amendment but still violate University policy. The University still must take appropriate steps to address such incidents.
6. **Ensure that the Office of Student Conflict Resolution properly disciplines Student Code violations based on antisemitic and anti-Zionist conduct, and exercises its power to prevent continued violations by Students for Justice in Palestine.** Since the Agreements, the Office of Student Conflict Resolution (“OSCR”) has demonstrated that it is unwilling to take complaints of antisemitism and anti-Zionism seriously. Further, OSCR has ignored complaints alleging misconduct by the UIUC chapter of Students for Justice in Palestine (“SJP”), failing to enforce its own revocation of the group’s registered student organization status. OSCR’s inaction has left students disillusioned with University policies and procedures. The University must take action to ensure OSCR takes seriously its responsibility to discipline antisemitic and anti-Zionist misconduct.
7. **Halt the deployment of unreviewed Title VI trainings, and commit to instituting mandatory antisemitism and anti-Zionism training.** The University is currently developing new trainings on Title VI which may not adequately address anti-Zionism as required by the Settlement Agreement. The University must not release these trainings before cooperating with JUF and Hillel to ensure compliance with the Settlement Agreement. Once the trainings are finalized and approved, they should be mandatory for all students, faculty, and staff.

You should be aware that in light of UIUC’s ongoing conduct, the Organizations reserve all rights to take any measures they consider necessary to ensure compliance with the Agreements.

The Organizations expect a written response from the University **within 14 days—by April 15—**as to the University’s position on its demands. The Organizations shall not participate in renegotiating the obligations the University has already accepted, but will continue to dialogue with the University as the Organizations always have.

I. Introduction

The road to the Settlement Agreement was bumpy. Brandeis and Arnold & Porter filed the complaint with OCR on March 23, 2020, followed by a supplement on March 27, 2020. In April 2022, the parties entered mediation, which continued on and off for the next several years. November of that year saw a breakthrough in the negotiations, with the parties (along with Illini Chabad) issuing a historic joint statement on antisemitism (the “Joint Statement”), in which UIUC committed to address the alarming increase in antisemitic and anti-Zionist harassment and

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discrimination on its campus. Importantly, the Joint Statement included a joint recognition of the right of Jewish students for whom “Zionism is an integral part of their identity and their ethnic and ancestral heritage” to “openly express identification with Israel,” and a commitment by UIUC to protect those students.³

Almost immediately following the issuance of the Joint Statement, it became clear that the University’s implementation of the Joint Statement was deficient. Indeed, the University failed to respond to egregious antisemitic conduct that took place on campus in November 2020—*the same month the parties issued the Joint Statement*—compelling us to report the University’s failure to OCR on December 3, 2020. As negotiations continued in fits and starts, antisemitism and anti-Zionism at UIUC continued unabated, requiring additional reports to OCR on multiple occasions. And so matters continued—negotiations punctuated by continuing incidents of antisemitism and anti-Zionism—until September 2024, when UIUC entered into the Resolution Agreement with OCR and the Settlement Agreement with the private parties. In the Resolution Agreement, OCR identified 131 instances of reported antisemitism on campus from 2015 to 2023.⁴

Regrettably, UIUC’s actions to date are not in line with the spirit of the Agreements.

UIUC’s responses to antisemitic and anti-Zionist incidents raise significant concerns regarding its alignment with the Agreements and the consistent enforcement of its own policies. Despite revoking SJP’s Registered Student Organization (“RSO”) status, the group continues to hold itself out as affiliated with the University and to organize, protest, and fundraise on campus in violation of University policy. At the same time, the University’s Title VI Office has avoided finding that a hostile environment has been created in violation of Title VI by impermissibly isolating its assessment of individual incidents from the totality of the circumstances. Even when it does find that conduct has created a hostile environment, the Title VI Office has taken the position that it lacks disciplinary authority.

OSCR has also declined to impose sanctions in cases involving antisemitic harassment. OSCR has repeatedly dismissed or minimized complaints, and the University continues to treat antisemitic and anti-Zionist incidents with less urgency and institutional resolve than comparable incidents affecting other protected groups.

UIUC has also failed to implement core institutional commitments required by the Resolution Agreement and Settlement Agreement. The University has not revised its policies to clearly protect against discrimination based on shared ancestry, including the Zionist aspects of Jewish identity; has not implemented mandatory antisemitism-focused training for students and

³ [Joint Statement on Anti-Semitism](#).

⁴ See Letter from Adele Rapport, U.S. Dep’t of Educ., Off. for Civ. Rts., to Dr. Timothy L. Killeen, President, UIUC at 10 (Sep. 3, 2024), available at <https://ocrcas.ed.gov/sites/default/files/ocr-letters-and-agreements/05202325-a.pdf>.

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administrators; has not ensured meaningful monthly bias reporting; and has not regularly met with Hillel, JUF, Illini Hillel, and Illini Chabad as required.

Below, we set forth UIUC's legal obligations based on Title VI, the Resolution Agreement, the Settlement Agreement, and the First Amendment. We next highlight the ways in which UIUC has failed to address campus incidents despite its legal obligations. We then elaborate on our concerns with UIUC's failure to comply fully with both the letter and the spirit of the Agreements.

II. UIUC's Legal Obligations and Limitations

UIUC's duties arise from three interrelated sources: (1) Title VI of the Civil Rights Act of 1964; (2) the OCR Resolution Agreement; and (3) the Settlement Agreement. Of course, as a public institution, UIUC needs to carry out its legal obligations in conformity with the First Amendment. We summarize below the relevant legal obligations and constraints.

A. Statutory Obligations Under Title VI

Unlike the Settlement Agreement and Resolution Agreement, which are institution-specific commitments, Title VI imposes independent statutory obligations on all federally funded institutions, including UIUC. Title VI prohibits discrimination based on race, color, or national origin in programs that receive federal funds. When discriminatory harassment occurs, a university "must take *prompt and effective steps* reasonably calculated to end the harassment, eliminate any hostile environment and its effects, and prevent the harassment from recurring."⁵ OCR, the U.S. Department of Justice's Civil Rights Division, and Executive Orders 13899 and 14188 clarify that Title VI covers discrimination based on Jewish ancestry and ethnicity. And Executive Order 13899's adoption of the International Holocaust Remembrance Alliance's ("IHRA") definition of antisemitism and the associated contemporary examples means that federal agencies must construe Title VI as encompassing discrimination based on those forms of anti-Zionism as well.⁶

⁵ U.S. Dep't of Educ., Off. for Civ. Rts., Dear Colleague Letter: Harassment and Bullying at 2–3 (Oct. 26, 2010), <https://www.mass.gov/doc/commission-to-review-statutes-relative-to-implementation-of-the-school-bullying-law-testimony-6/download> [hereinafter *2010 Dear Colleague Letter*].

⁶ See generally U.S. Dep't of Just., Civ. Rts. Div., *Title VI and Coverage of Religiously Identifiable Groups*, at 1 (Sep. 8, 2010), https://www.justice.gov/sites/default/files/crt/legacy/2011/05/04/090810_AAG_Perez_Letter_to_Ed_OCR_Title%20VI_and_Religiously_Identifiable_Groups.pdf ("[D]iscrimination against Jews . . . violates Title VI when that discrimination is based on [the Jewish people's] actual or perceived shared ancestry or ethnic characteristics, rather than its members' religious practice."); U.S. Dep't of Educ., Off. for Civ. Rts., Dear Colleague Letter: Title VI and Title IX Religious Discrimination in Schools and Colleges, at 2 (Sep. 13, 2004), <https://www.ed.gov/media/document/letter-title-vi-and-title-ix-religious-discrimination-schools-and-colleges-2004-35132.pdf> ("OCR aggressively investigates alleged racial or ethnic harassment against Arab Muslim, Sikh and Jewish students."); Exec. Order No. 13899, 84 Fed. Reg. 241, at 1 (Dec. 11, 2019) ("Discrimination against Jews may give

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B. Obligations Under The Resolution Agreement

As part of the Resolution Agreement, the University agreed to establish an improved Title VI complaint and enforcement process. UIUC agreed, among other things, to designate a single coordinating office for Title VI complaints;⁷ revise its nondiscrimination policies to expressly address hostile environment standards (including off-campus and social media conduct);⁸ and ensure documentation, supportive measures, and remedies.⁹ The University also committed to annual training for investigators, law enforcement, students, and personnel on shared-ancestry discrimination and harassment (including antisemitic and related harassment).¹⁰

C. Obligations Under The Settlement Agreement

The Settlement Agreement several steps further. It reaffirmed the University's commitment to the principles set out in the Joint Statement and contained specific commitments for the safety and inclusion of Jewish students at UIUC that went well beyond the terms of the OCR agreement.¹¹ The University agreed to publicly recognize and reaffirm that harassment or discrimination motivated by antisemitism and/or anti-Zionism constitutes prohibited discrimination;¹² and to expressly clarify that UIUC's nondiscrimination policy protects Jewish students, including against discrimination based on real or perceived Zionist aspects of Jewish identity.¹³

The University further committed to implement "regular" and "recurring" antisemitism-focused training for administrators and students;¹⁴ enforce its policies against antisemitic harassment with the same level of commitment as to other protected-class discrimination;¹⁵ create a public dashboard of bias incidents and outcomes;¹⁶ appoint or engage an individual with demonstrated

rise to a Title VI violation when the discrimination is based on an individual's race, color, or national origin."); Exec. Order No. 14188, 90 Fed. Reg. 21, at 1 (Jan. 29, 2025) ("This order reaffirms Executive Order 13899 and directs additional measures to advance the policy thereof in the wake of the Hamas terrorist attacks of October 7, 2023, against the people of Israel.").

⁷ See Resolution Agreement at 1.

⁸ See *id.* at 2–3.

⁹ See *id.* at 3–5.

¹⁰ See *id.* at 5–7.

¹¹ See Settlement Agreement at 1.

¹² See *id.* at 1–2.

¹³ See *id.* at 2–3.

¹⁴ See *id.* at 2.

¹⁵ See *id.* at 2.

¹⁶ See *id.*

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expertise in campus antisemitism to enhance policy compliance and recommend reforms;¹⁷ establish an Advisory Council on Inclusion and Belonging;¹⁸ revise policies and supporting materials to include detailed examples of antisemitic discrimination;¹⁹ issue institutional messaging reaffirming its opposition to antisemitic harassment and commitment to the Joint Statement;²⁰ publish regular bias-incident reports;²¹ and meet semiannually for three years with Hillel, JUF, Illini Chabad, and Illini Hillel to review implementation.²²

D. First Amendment Considerations

When evaluating ways to address its legal obligations, as a public university, UIUC must ensure that its policies and practices comply with the First Amendment. The First Amendment limits disciplinary steps that the University may take when confronted with harassment that takes the form of protected speech. But the First Amendment cannot serve as a basis for *inaction* in the face of antisemitic or anti-Zionist harassment. Under Title VI, schools must find ways to address and remedy a hostile environment, even when the hostile environment is created in whole or in part by speech that is protected by the First Amendment. While the First Amendment may protect the speaker from *discipline*, it does not absolve the school from its responsibility to remedy the harassment through other means.²³

To remedy harassment that takes the form of otherwise protected speech, a school may engage in counter-speech; extend counseling or other support to the victims; require attendance at mandatory tolerance training; provide enhanced security to those suffering from intimidation; and/or enforce time, place, and manner restrictions on any campus speech activities—all while not stopping the

¹⁷ See *id.*

¹⁸ See *id.*

¹⁹ See *id.* at 3, 5–6.

²⁰ See *id.* at 3.

²¹ See *id.*

²² See *id.* at 4.

²³ See U.S. Dep’t of Educ., Off. for Civ. Rts., *Dear Colleague Letter: Title VI and Shared Ancestry or Ethnic Characteristics Discrimination* at 3 (May 7, 2024), <https://www.ed.gov/sites/ed/files/about/offices/list/ocr/letters/colleague-202405-shared-ancestry.pdf> (“The fact that harassment may involve conduct that includes speech in a public setting or speech that is also motivated by political or religious beliefs [] does not relieve a school of its obligation to respond under Title VI . . . if the harassment creates a hostile environment in school for a student or students.”); *Feminist Majority Found. v. Hurley*, 911 F. 3d 674, 693 (4th Cir. 2018) (holding that school was potentially liable under Title IX, even if the harassers’ messaging was protected by the First Amendment, where the school “could have addressed the harassing and threatening [messages] *without exposing itself to First Amendment liability*,” such as by “more vigorously denounc[ing] the harassing and threatening conduct,” “conduct[ing] a mandatory assembly of the student body to discuss and discourage such harassment through social media,” and/or “offer[ing] counseling services for those impacted by the targeted harassment,” among other potential responses (emphasis added)).

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harassing speech directly or disciplining the speaker.²⁴ Freedom of speech is not an excuse for doing nothing.²⁵

III. Ongoing Concerns Regarding UIUC's Response to Antisemitism and Anti-Zionism

While there have been instances of UIUC acting appropriately in response to complaints of antisemitism, these have been few and far between. There remain far too many incidents where UIUC fails to act promptly and effectively in the face of antisemitism and/or anti-Zionism. Since September 3, 2024, when the Agreements were signed, UIUC has repeatedly failed to (1) enforce its own policies to prevent SJP from continuing to represent itself as an RSO; (2) stop SJP from violating university policy by protesting, meeting and organizing on campus; (3) ensure the Title VI office takes necessary action in response to antisemitism; (4) appoint a Vice Chancellor for Student Affairs who works effectively to remedy antisemitism; and (5) respond to antisemitic incidents on campus in a manner equivalent to its responses to harassment of other protected groups.

Below we include a sampling of incidents that demonstrate the University's failure in these five areas. The list is non-exhaustive, and incidents continue to occur as of the date of this letter.

A. Concerns Regarding SJP's Continued Activities Following Revocation of Its RSO Status

There has been a clear history of SJP violating UIUC policies and Title VI that spans at least nine years, starting before the Agreements and continuing thereafter. We documented examples in our complaint and supplemental complaints. To name just a few: In 2017, SJP hosted a "Smashing Fascism: Radical Resistance Against White Supremacy" rally,²⁶ which it promoted by insisting that "[t]here is no room for fascists, white supremacists, or Zionists at UIUC" and encouraging "violent resistance" and a "full-scale armed conflict."²⁷ In 2019, the group held "Israel Apartheid Week," where an SJP member spat on a pro-Israel student and others shouted at pro-Israel students

²⁴ See 2010 Dear Colleague Letter, *supra* note 5; see also *Feminist Majority*, 911 F.3d at 693.

²⁵ Indeed, there is a strong argument that, because of the "special characteristics" of the university environment, all schools, even state schools, have the option of disciplining harassing speakers for what otherwise, outside the school environment, would be protected speech. See *Healy v. James*, 408 U.S. 169, 180, 189 (1972); see also *Damsky v. Summerlin*, No. 25-14171, 2026 WL 75122, at *2 (11th Cir. Jan. 8, 2026) (applying the campus "special characteristics" test in rejecting the First Amendment argument raised by a student challenging his expulsion for having posted antisemitic diatribes on social media).

²⁶ Complaint filed by UIUC Jewish Students with U.S. Dep't of Educ., Off. for Civ. Rts., Mar. 27, 2020, at 6 [hereinafter Title VI Complaint]; Image posted by SJP UIUC, Facebook (Sept. 1, 2017, at 10:30), <https://www.facebook.com/SJP.UIUC/posts/1443649512368006>.

²⁷ Title VI Complaint at 6; SJP UIUC, Facebook (Sept. 5, 2017, at 12:13), <https://www.facebook.com/SJP.UIUC/posts/1447499528649671>.

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that “they fucking stole a country, and they don’t want to fucking admit it.”²⁸ That same year, SJP also held an “Emergency Rally for Gaza,” in the heart of UIUC’s campus at the Alma Mater statue. A rally participant held an Israeli flag stained with blood that read “Genocide.”²⁹ In 2021, SJP held a “Globalize the Intifada” rally during which protesters glorified Hamas and accused Hillel and Chabad of being “racist organizations” for their connection to Israel.³⁰ In 2022, during an SJP rally, a protester threw a rock at Jewish students on the roof deck of UIUC Hillel.³¹ In 2023, SJP hosted a rally glorifying the October 7, 2023 massacre. Jewish students were spat on during the rally.³² And these are just a few representative examples.³³

Since then, SJP’s harassment has become so prevalent and serious that, after SJP set up an unauthorized encampment during spring 2024, UIUC revoked SJP’s RSO status on or about August 14, 2024.³⁴ SJP was cited with 13 distinct Student Code violations including (i) using “force or violence, actual or threatened, to willfully deny, impede, obstruct, impair, or interfere with [] the freedom of movement of any person, including entering or leaving property or facilities”; and (ii) “causing bodily harm to a person [including engaging in] inappropriate physical contact with another person . . . [and] verbal[ly] threat[ing] or physically threatening behavior that would cause a reasonable person to fear for their safety”³⁵

²⁸ Title VI Complaint at 7; Melech Lapson, *Jewish, Zionist Students at University of Illinois Step Up Amid Israel Delegitimization Campaign*, *Algemeiner* (May 1, 2019), <https://www.algemeiner.com/2019/05/01/jewish-zionist-students-at-university-of-illinois-step-up-amid-israel-delegitimization-campaign/>.

²⁹ Title VI Complaint at 16.

³⁰ EXPOSE SJP-UIUC, *SJP Celebrates “Resistance Rockets” Fired at Israel*, (YouTube Apr. 6, 2022), <https://www.youtube.com/watch?v=CToe4hYlhE>; See EXPOSE SJP-UIUC, *SJP Calls Hillel and Chabad “Racist”*, (YouTube Dec. 6, 2021), <https://www.youtube.com/watch?v=pL7JoR82ZL0>.

³¹ Willie Cui, *Recent UI Graduate Charged with Hate Crime Against Jewish Students*, *The Daily Illini* (June 10, 2022), <https://dailyillini.com/news-stories/2022/06/10/hate-crime-illini-hillel/>.

³² Lisa Chasanov, Ella Narag & Jessie Wang, *SJP, Community Members Hold Palestine Solidarity Rally*, *The Daily Illini* (Oct. 12, 2023), <https://dailyillini.com/news-stories/2023/10/12/sjp-palestine-rally/>.

³³ We reiterate that UIUC has an obligation under Title VI to prevent a hostile environment, even when the underlying conduct takes the form, in whole or in part, of protected speech. See *supra* note 23.

³⁴ Alice Mei, *SJP UIUC no Longer Recognized as Official RSO*, *The Daily Illini* (Sept. 25, 2024), <https://dailyillini.com/news-stories/university-news/student-organizations/2024/09/25/sjp-uiuc-no-longer-rso/>. SJP’s revocation status remains in place until Spring 2027. Student Affairs, *Student Org Conduct Statuses*, UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN (Dec. 2, 2025), <https://studentengagement.illinois.edu/soda/studentorgs/studentconductstatus>.

³⁵ Student Affairs, *Student Org Conduct Statuses*, UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN (Dec. 2, 2025), <https://studentengagement.illinois.edu/soda/studentorgs/studentconductstatus>. Of the 11 RSOs who had their status revoked as of Dec. 2, 2025, SJP was the only one cited for using force of violence to obstruct freedom of movement. Further, SJP has by far the highest number of violations. The next highest number of Code violations is four.

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Despite the revocation, as we demonstrate below, SJP continues to hold itself out as an RSO. UIUC has failed to respond appropriately; it has entirely failed to enforce its revocation of SJP's RSO status. SJP still refers to itself as "SJP UIUC" on its social media platforms and event flyers, and its Instagram account describes it as the "Official Page of the UIUC Chapter of Students for Justice in Palestine." Regardless of the rights a student SJP member has to speak in their individual capacity, SJP has no right to continue to act as a sanctioned RSO. The University's failure to stop SJP from associating with the University significantly magnifies the harassing impact the group has on UIUC's Jewish and Zionist students. Students are sent a clear message that University policies do not, in reality, protect them, and that SJP's RSO revocation was in name only. By failing to take action against SJP for acting in the same manner and with the same brazen attitude as before its RSO status was revoked, the University is communicating to Jewish and Zionist students that it will not act to protect them. That raises serious concerns on our part.

Despite the revocation of its RSO status, SJP has continued to hold protests, rallies, and events on the UIUC campus just as it did before its status revocation. On December 18, 2024, SJP held a study-in inside Grainger Engineering Library. The group took credit for the event on its official Instagram page, @sjp.uiuc.³⁶ On April 16, 2025, SJP installed a display on the main quad. On September 11, 2025, SJP set up a table on the main quad to fundraise. The tablers had posters identifying themselves as "Students for Justice in Palestine" and asked for Venmo donations to be sent to @██████████. On October 3, 2025, SJP hosted a "walk out and rally" at the Alma Mater statue and tabled to fundraise. On October 6, 2025, SJP covered up the names of campus buildings. On October 7, 2025, SJP held a rally on campus with calls to "intensify the struggle on our campus" and "mask up & bring your friends." On December 11, 2025, SJP hosted another study-in and fundraiser inside Grainger Library. As recently as January 23, 2026, SJP posted on its Instagram account, "[w]e are back," advertising an upcoming general body meeting on January 28, 2026.

³⁶ Image posted by Students for Justice in Palestine (@sjp.uiuc), Instagram (Dec. 18, 2024), <https://www.instagram.com/p/DDvIIVcPHSv/?igsh=cjVzMWE2emc4dmZo>.

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Further, by allowing SJP to continue holding unauthorized gatherings, UIUC demonstrates a blatant attitude of indifference to the enforcement of its own policies and SJP’s continued disruption of campus life. The Student Code prohibits all “unauthorized entry to or use of university, public, or private premises.”³⁷ Under UIUC’s Reservation of University Property Policy, SJP is required to obtain advance authorization to make use of university property.³⁸ Yet it is clear from SJP’s continued activities that UIUC is either indifferent to the enforcement of its reservation requirements against unauthorized SJP gatherings or, even worse, improperly granting authorization with disregard for SJP’s demonstrated risks to safety and normal university operations.

³⁷ *Student Code* § 1-302(m) (2025–2026), UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://studentcode.illinois.edu/article1/part3/1-302>.

³⁸ Advance reservation of University property is required “when the applicant expects exclusive use of the space or when either the applicant or the university determines that the proposed event or activity requires university or other third-party support services,” including security services. *Reservation of University Property* (rev. 2024), UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://cam.illinois.edu/policies/fo-81/>. Reservation is also required when members of the public are invited to an event. *Student Code* § 2-506 (2025–2026), UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://studentcode.illinois.edu/article2/part5/2-506>. SJP has invited members of the public to attend its protests and gatherings and, based on SJP’s history of harassment and policy violations described above, the University should be requiring security services at any SJP event.

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B. Concerns Regarding the Effectiveness of the Title VI Office

Despite the creation of the Title VI Office following the Settlement Agreement, the Office has demonstrated questionable judgment regarding its determinations as to what constitutes a Title VI violation.

As recently as January 26, 2026, “Das Reich,” a reference to Nazi Germany, was written in the snow outside of Alpha Epsilon Phi, a Jewish sorority on campus. A sorority leader filed a Title VI complaint, but the Title VI Office inexplicably concluded the incident did not create a hostile environment.

“Das Reich” references the Nazi regime that murdered 6 million Jews simply for being Jewish. Alpha Epsilon Phi is a community for Jewish women to come together to be their unabashedly Jewish selves. Members of Alpha Epsilon Phi include descendants of Holocaust survivors who grew up with understandable fear and anxiety around Nazism. Displaying a reference to the Nazi regime outside of a Jewish sorority targets Jewish students based on their shared ancestry and ethnic identity. Such conduct is severe; subjectively and objectively offensive; and creates fear, distrust, and concern for physical safety. It is difficult to imagine a clearer example of conduct that contributes to a hostile environment as defined by Title VI.



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Perhaps even more troubling, when the Title VI Office *does* indeed find that a Title VI violation has occurred, it takes the position that it is unable to act on the finding. On October 20, 2025, Illini Hillel [REDACTED] received a threatening and harassing email from a UIUC Ph.D. student and Teaching Assistant stating, “[y]ou and your billion-dollar genocide cult can fuck right off . . . your grooming and propaganda will guarantee you’re remembered in the same way as the Hitler youth . . . Fascists always lose in the end. Were you just following orders? Given your amusement at the death of Palestinians, I doubt it. I look forward to seeing you pay for your crimes, but until then, get the fuck out of my inbox.”

After the Title VI Office informed [REDACTED] that the threatening email he received created a hostile environment, it explained that it was powerless to take enforcement action in response to the Title VI violation because the Office is not “disciplinary in nature and does not issue sanctions against any individual.” As a result, the Office representative explained that “the Title VI Office [did] not have a basis for taking remedial action aimed at punishing the respondent.”

That position is difficult to reconcile with the University’s public representations and its legal obligations. The University’s website states that the Title VI Office “help[s] to ensure that the university responds appropriately and effectively to issues and grievances related to Title VI.”³⁹ Likewise, the Resolution Agreement requires that where discrimination or harassment is found, the University “will take appropriate remedial action reasonably calculated to eliminate the discriminatory conduct, prevent its recurrence, and address its effects on the complainant and any other affected individuals.”⁴⁰

A mere acknowledgement that the conduct violates Title VI is completely insufficient. Compliance requires action reasonably calculated to stop the harassment. An office that finds a hostile environment had been created but that cannot act is not fulfilling its mandate.

C. Concerns Regarding OSCR’s Effectiveness

OSCR is responsible for investigating and disciplining violations of the Student Code, including the University’s Nondiscrimination Policy.⁴¹ Thus, the importance of OSCR in protecting Jewish and Zionist students at UIUC cannot be understated. However, OSCR has demonstrated poor judgment in response to complaints related to antisemitism and anti-Zionism. Further, OSCR has

³⁹ Office of the Vice Chancellor for Access, Civil Rights & Community, *Title VI Office*, UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://access.illinois.edu/title-vi/office/>.

⁴⁰ Resolution Agreement at 3.

⁴¹ See *Student Disciplinary Procedures* (n.d.), UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://conflictresolution.illinois.edu/policies/student-discipline>. OSCR falls under the authority of the Office of the Vice Chancellor for Student Affairs. *Vice Chancellor Organizational Chart*, UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://www.studentaffairs.illinois.edu/vc-org-chart>.

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turned a blind eye to SJP's continued violations of University policy despite its RSO revocation status.

First, OSCR has failed to take disciplinary action in response to antisemitic and anti-Zionist incidents even when the Title VI Office has found a hostile environment. Where a Title VI complaint "involves a potential Student Code violation," the Title VI Office is required to coordinate with OSCR.⁴² While the Title VI Office "maintains oversight of the [Title VI] report," OSCR is authorized to "recommend sanctions as appropriate at the conclusion of [its] own separate respective processes."⁴³

In ██████'s case, *see supra* page 13, the Title VI Office alerted OSCR about the threatening email ██████ had received, but ██████ never heard from OSCR. He became aware that OSCR was involved—and had already come to a decision—only through the Title VI Office, when *it* notified ██████ of the disposition of his case. ██████ was never invited to be interviewed or to otherwise take part in the OSCR investigation. Despite the fact that the Title VI Office found that the threatening email had created a hostile environment, OSCR nevertheless determined that no violation of the Student Code of Conduct had occurred because the email constituted free speech without a specific threat.

Further, OSCR has facilitated SJP's continued activity on campus. Despite initially revoking SJP's status as an RSO on August 14, 2024, OSCR has since turned a blind eye to subsequent complaints alleging continued violations of university policy by SJP.⁴⁴ For example, on February 18, 2025, students ██████, ██████, ██████, and ██████ submitted complaints to the Campus Student Election Commission ("CSEC")⁴⁵ that SJP and Amnesty International tabled together in support of an anti-Israel referendum, in violation of the Student Election Code.⁴⁶ CSEC told the students there was nothing it could do except forward the complaints to OSCR explaining that "an organization not recognized by the university may fall within [OSCR's] purview." Despite OSCR overseeing "all behavioral violations of the Student Code committed by individuals or

⁴² *Title VI Procedures* § 6.1.7 (2025), UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://go.illinois.edu/tvi-procedures>.

⁴³ *Id.* at 13.

⁴⁴ See Alice Mei, *SJP UIUC no Longer Recognized as Official RSO*, The Daily Illini (Sept. 25, 2024), <https://dailyillini.com/news-stories/university-news/student-organizations/2024/09/25/sjp-uiuc-no-longer-rso/>. SJP's revocation status remains in place until Spring 2027. Student Affairs, *Student Org Conduct Statuses*, UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN (Dec. 2, 2025), <https://studentengagement.illinois.edu/soda/studentorgs/studentconductstatuses>.

⁴⁵ The student committee that oversees the election and ensures that all campaigns follow the Student Election Rules & Procedures. As of this year, the Campus Student Election Commission is called the Students Election Board.

⁴⁶ See generally Campus Student Election Commission, *Student Election Code of the University of Illinois Urbana-Champaign*, at §§ 7.27, 7.9, UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN (Jan. 30, 2025) <https://studentelections.illinois.edu/sites/default/files/2025-02/Student-Election-Code-2025.pdf>.

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student groups,” the affected students never received *any* follow-up or response from OSCR. By failing to even acknowledge a complaint alleging an unauthorized gathering by SJP, OSCR demonstrates an attitude of indifference toward its enforcement responsibilities. OSCR cannot simply wash its hands of SJP after revoking its RSO status.

D. Concerns Regarding Consistency in Institutional Responses Across Protected Groups

Before the Agreements, UIUC demonstrated a pattern of failing to combat antisemitic and anti-Zionist incidents as vigorously as those targeting other protected groups. Most notably, on September 1, 2019, a noose was found hanging in an elevator in a UIUC residence hall. The University immediately launched an investigation and issued a statement condemning the incident. The UIUC student responsible was arrested and banned from campus merely four days later. The University failed to respond with the same urgency when Jewish students were targeted. In October 2019, four separate swastikas were drawn inside campus buildings on three separate occasions.⁴⁷ The University sent out a Massmail only addressing the first incident two days after it occurred, and only addressed the subsequent incidents at the annual faculty meeting on October 14, 2019, i.e., not to the student body.⁴⁸ Ultimately, no individual was arrested or disciplined.⁴⁹ The administration also failed to send out a Massmail regarding two UIUC Jewish fraternity houses that had their windows smashed with bricks, and repeatedly failed to condemn SJP’s branding of Jewish students as “Nazis” and “white supremacists” for their association with Israel.

UIUC’s continued practice of remaining silent in the face of antisemitic and anti-Zionist incidents while engaging in counter-speech for incidents affecting other protected groups, demonstrates a persistent disparity in UIUC’s level of institutional commitment. Despite agreeing in the Settlement Agreement to “denounce hateful speech” and address antisemitism and anti-Zionism “with the same level of commitment directed at any other forms of prohibited discrimination,”⁵⁰ UIUC did not send out any Massmail condemning the threatening email received by Illini Hillel [REDACTED], *see supra* page 13, or the January 26, 2026 “Das Reich” incident, *see supra* page 12. To be sure, following the “Das Reich” incident, the Title VI Office offered therapy services to the affected Jewish sorority, which the complainant had specifically requested. But the University has neither released an official statement condemning the incident and articulating its

⁴⁷ Lee V. Gaines, *Reports of Bias Incidents on the Rise at the University of Illinois*, Illinois Public Media (Oct. 21, 2019), <https://will.illinois.edu/news/story/reports-of-bias-incidents-on-the-rise-at-the-university-of-illinois>.

⁴⁸ Samantha Boyle, *Annual Meeting with Faculty Brings Conversation about Swastikas, Antisemitism*, The Daily Illini (Oct. 16, 2019), <https://dailyillini.com/news-stories/2019/10/16/annual-meeting-with-faculty-brings-conversation-about-swastikas-antisemitism/>.

⁴⁹ Samantha Boyle, *An Overview of Racist, Anti-Semitic Incidents on Campus*, The Daily Illini (Oct. 17, 2019), <https://dailyillini.com/news-stories/2019/10/17/an-overview-of-racist-anti-semitic-incidents-on-campus/>.

⁵⁰ Settlement Agreement at 2.

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vehement opposition to antisemitism, nor taken any concrete steps to prevent this type of harassment from recurring.

By contrast, the University has responded with counter-speech when other groups face harassment and discrimination. For example, on March 7, 2025 at a Purdue-Illinois basketball game, UIUC students allegedly made racist comments about a Purdue player's 13-year-old brother. In response to the incident, UIUC issued a statement that "[the University] takes such allegations seriously, and [] will continue gathering information to determine appropriate action."⁵¹ On January 28, 2026, the RSO Illini Republicans uploaded an Instagram post with a graphic depicting a federal agent holding his gun to the back of a kneeling man's head with the caption "stand with ICE . . . the mandate of our brave public servants, domestic and abroad, to fell the enemies of the United States of America . . . our nation has come under invasion from the masses of the third world and those incompatible with Western civilization."⁵² The University issued a statement in response to the post stating that the incident is being investigated by the Title VI Office and that "[h]ate and intolerance are not aligned with our university values . . . such rhetoric does not reflect the values of dignity, respect, and care that we expect from members of our community."⁵³ When comparing how UIUC has responded to incidents of harassment against different protected classes, it becomes clear that, even after the Agreements, UIUC still does not engage in counter-speech to support Jewish students to the same degree it does for other protected groups.

IV. Concerns Regarding Implementation of Institutional Commitments Under the Agreements

The incidents we describe above make clear that UIUC has failed under the Agreements to uphold Title VI and to enforce its own policies for the protection of Jewish and Zionist students. Adding insult to injury, UIUC has also failed to comply with the institutional commitments required by the Agreements.⁵⁴

⁵¹ Myron Medcalf, *Illini Investigating Allegations of 'Inappropriate Comments'*, ESPN (Mar. 8, 2025), https://www.espn.com/mens-college-basketball/story/_/id/44167652/illini-investigating-allegations-inappropriate-comments (internal quotation marks omitted).

⁵² See Aidan Sadovi, *'Fell the Enemies': Illini Republicans Support ICE Amid Minnesota Killings*, THE DAILY ILLINI (Feb. 1, 2026), <https://dailyillini.com/news-stories/university-news/student-organizations/2026/02/01/illini-republicans-ice-minnesota/>. (internal quotation marks omitted).

⁵³ Press Release, UIUC Strategic Communications and Marketing, Social Media Post from Registered Student Organization, available at <https://stratcom.illinois.edu/university-statements/social-media-post-from-registered-student-organization/>.

⁵⁴ The status of certain university commitments are unknown to the undersigned because they involve direct submissions to OCR.

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A. Concerns Regarding Policy Revisions Relating to Shared Ancestry and Jewish Identity Protections

UIUC still has not made the necessary changes to the Student Code—including the Nondiscrimination Policy—and other relevant policies and procedures to ensure that Jewish and Zionist students are protected against antisemitic and anti-Zionist discrimination. UIUC was required by OCR to revise the Nondiscrimination Policy to address discrimination “based on race, color, or national origin, including harassment because of actual or perceived shared ancestry such as Jewish, Israeli, Palestinian, Muslim, Arab, and/or South Asian descent, citizenship, or association[.]”⁵⁵ Likewise, the University agreed under the Settlement Agreement “that the protection offered by the University’s Nondiscrimination Policy . . . extends to harassment or discrimination of Jewish students, including prohibited harassment or discrimination based on real or perceived Zionist aspects of their Jewish identity.”⁵⁶ The words “Jewish” and “Israeli” (and “Palestinian,” “Muslim,” “Arab,” and/or “South Asian,” for that matter) do not appear anywhere in UIUC’s Student Code,⁵⁷ and the Student Code does not state that Zionist aspects of Jewish identity are protected.⁵⁸

Anti-Zionists frequently attempt to justify their harassment of Jewish students based on their real or perceived connection to Israel by asserting that anti-Zionism is not antisemitism and therefore not covered by Title VI or university nondiscrimination policies. It is thus critical for the University to clearly state in its policies what it has already publicly recognized: that “[f]or many Jewish students, Zionism is an integral part of their identity and their ethnic and ancestral heritage.”⁵⁹

The University also agreed to “appoint or engage an individual with demonstrated expertise and sensitivity to the problem of campus antisemitism” and anti-Zionism and to “work cooperatively with Hillel Campus Climate Initiative (Hillel CCI) to identify elements of its Student Code, Nondiscrimination Policy, and other relevant policies and procedures that warrant consideration for changes/additions to reinforce the University’s commitment to an environment free of antisemitism.”⁶⁰ To date, the University has neither designated an individual with expertise nor worked with Hillel CCI to update its policies.

⁵⁵ Resolution Agreement at 1.

⁵⁶ Settlement Agreement at 3–4.

⁵⁷ See *Nondiscrimination Policy* (rev. 2025), UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://cam.illinois.edu/policies/hr-48/>.

⁵⁸ See *id.*

⁵⁹ [Joint Statement on Anti-Semitism](#); Settlement Agreement at 1.

⁶⁰ Settlement Agreement at 2.

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Further, under the Resolution Agreement, UIUC agreed to revise “its Demonstration Response Plan to ensure that the University’s plan to respond to protests and demonstrations . . . addresses the Title VI prohibition on discrimination, including harassment, and related retaliation, based on national origin, including actual or perceived shared ancestry or ethnic characteristics.”⁶¹ The adoption of this provision is critical because Jewish students have been repeatedly harassed at protests and demonstrations on campus, as described in depth above. And yet, to date, the Demonstration Response Plan does not require that the University develop plans designed to address protests involving discrimination prohibited by Title VI.⁶² Failure to implement this requirement demonstrates indifference toward the serious threat of discrimination and harassment against Jewish students by antisemitic and anti-Zionist demonstrators.

B. Concerns Regarding Title VI Mandatory Training

Under the Joint Statement and Settlement Agreement, UIUC agreed that “there *will be* training covering antisemitism for administration and students *on a regular recurring basis*,” which was to “include the different ways in which students may experience conduct as antisemitism including anti-Zionism[.]”⁶³ The Resolution Agreement similarly required UIUC to provide annual training for students and University personnel (as well as for personnel responsible for investigating Title VI complaints and University police and other law enforcement personnel) related to the University’s obligations under Title VI to respond to discrimination and harassment based on national origin, including shared ancestry, and how to comply with those obligations.⁶⁴

The University is not in compliance with this training requirement. The University reported to JUF that Title VI training for students and administrators was “made available” to those constituencies on a voluntary basis. Indeed, the University’s Title VI Office only “encourages all students, faculty, and staff to take” the University’s “Title VI Policy and Procedures Canvas Course.”⁶⁵ In other words, contrary to the Settlement Agreement, the training is not mandatory. When not mandatory, those who are most in need of training are the least likely to receive it.

⁶¹ Resolution Agreement at 5.

⁶² See *Demonstration Response Plan* § 2.5 (2025), UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://police.illinois.edu/em/prevention-and-response-planning/5/>. The Demonstration Response Plan states that responses developed by the University must “[e]nsure that the *university’s response* does not discriminate, including harassment and related retaliation, based on any protected classification, including but not limited to, race, color, national origin, including actual or perceived shared ancestry or ethnic characteristics.” *Id.* (emphasis added). While commendable, this is not the same as ensuring that demonstration response plans are designed to address prohibited discrimination *by the demonstrators*.

⁶³ Settlement Agreement at 2 (emphasis added); see also [Joint Statement on Anti-Semitism](#).

⁶⁴ Resolution Agreement at 5–7.

⁶⁵ Office of the Vice Chancellor for Access, Civil Rights & Community, *Title VI Training*, UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://access.illinois.edu/education-outreach/title-vi-training/>.

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The University informed JUF that it has retained an external consultant to create new—yet still *non*-mandatory—trainings that will be rolled out this spring.⁶⁶ The University has not communicated with JUF or Hillel regarding the content of these new trainings, leaving them unable to ascertain whether the trainings will adequately address “the different ways in which students may experience conduct as antisemitism including anti-Zionism” as required by both the Settlement Agreement and the Resolution Agreement.⁶⁷ Similarly, although the University informed JUF that it had conducted the required training for Title VI investigators and UIPD, it did not share with JUF or Hillel the contents of that training, leaving them unable to ascertain whether the training adequately addressed prohibited discrimination against Jewish students on the basis of national origin, including shared ancestry.

We note that UIUC conducts mandatory trainings for other protected groups. Specifically, UIUC requires completion of the Sexual Misconduct Prevention Annual Training for all students, faculty, and staff.⁶⁸ Completion of the Annual Civil Rights Compliance Course is required for staff.⁶⁹ By failing to require mandatory training on Title VI for administrators and students, UIUC again fails to address antisemitism “with the same level of commitment directed at any other forms of prohibited discrimination.” To be clear, *all* such trainings should be mandatory.

C. Concerns Regarding the Composition and Effectiveness of the Advisory Council

UIUC further committed under the Settlement Agreement to appoint an Advisory Council to “assess[] the University’s handling of bias claims and engagement with underrepresented populations, and the effects on inclusion and belonging.”⁷⁰ Under the Joint Statement—reaffirmed under the Settlement Agreement—UIUC established an Advisory Council on Jewish and Campus Life (the “Advisory Council”) on March 11, 2021 with an obligation to appoint members “committed to the principles set forth in” the Joint Statement.⁷¹ Those principles included recognition of Zionism as “an integral part” of many Jewish students’ “identity and their ethnic

⁶⁶ UIUC was required to obtain the approval of OCR for its initial training plans along with the names and titles of its trainers. UIUC should not attempt to circumvent the OCR Agreement by issuing new trainings unapproved by OCR.

⁶⁷ Settlement Agreement at 2; *see* OCR Resolution Agreement at 1, 7.

⁶⁸ At Illinois We Care, *Sexual Misconduct Prevention Annual Training*, UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://wecare.illinois.edu/prevention/students/annual-training/>.

⁶⁹ Illinois Extension Diversity, Equity, Inclusion, and Access, *Training and Outreach*, UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://extension.illinois.edu/deia/training-and-outreach>.

⁷⁰ Settlement Agreement at 2.

⁷¹ [Joint Statement on Anti-Semitism](#); *see also* Settlement Agreement at 1.

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and ancestral heritage”; a commitment to “safeguard” the ability of Zionist students to be free from discrimination; and rejection of antisemitism and anti-Zionism.⁷²

Last spring, the University appointed new members to the Advisory Council, charging them with, *inter alia*, assisting the University with advancing “an inclusive community where all feel welcome, including our Jewish and pro-Israel students, staff and faculty,” and “support[ing] the relationships between the university and the Champaign-Urbana Jewish community, including but not limited to Illini Hillel, Illini Chabad, and Sinai Temple.”⁷³

But UIUC has set the Advisory Council up for failure by appointing members who have (i) baselessly accused Illini Hillel and Illini Chabad of blacklisting faculty members; (ii) publicly supported SJP UIUC despite its harassment of Jewish and Zionist students on campus; and (iii) opposed the University’s revocation of Steven Salaita’s job offer in 2014 for blatant antisemitism including the assertion that Zionists had “transformed antisemitism from something horrible into something honorable.”⁷⁴ We do not see how the University could view itself as being in compliance with its obligation to appoint members “committed to the principles set forth in” the Joint Statement, and reaffirmed by the Settlement Agreement,⁷⁵ when it has appointed members to the Advisory Council who have expressed sympathies with anti-Zionist discrimination and harassment.

D. Concerns Regarding Bias Reporting Practices and Transparency

The University was required by the Settlement Agreement to “publish a summary report of reported incidents of bias *every month* and a summary report of diversity efforts and education across campus at least annually.”⁷⁶ Campus Belonging has released quarterly—not monthly—data summaries for its Bias Response Reports.⁷⁷ UIUC unilaterally changed the frequency of reports over the parties’ objections, with the justification that “it just makes more sense.”

⁷² [Joint Statement on Anti-Semitism](#).

⁷³ Letter from Robert J. Jones, Chancellor, UIUC, to Chancellor’s Advisory Council on Jewish and Campus Life (Mar. 11, 2021), available at https://access.web.illinois.edu/wp-content/uploads/2021/03/ChancellorsAdvisoryCouncil_Charge_03112021.pdf.

⁷⁴ Adam Levick, *Guardian ‘Forgets’ to Mention Steven Salaita’s Most Hateful Tweets*, CAMERA UK (Sept. 10, 2014), <https://camera-uk.org/2014/09/10/guardian-forgets-to-mention-steven-salaitas-most-hateful-tweets/>.

⁷⁵ [Joint Statement on Anti-Semitism](#).

⁷⁶ Settlement Agreement at 3 (emphasis added).

⁷⁷ See Office of the Vice Chancellor for Access, Civil Rights & Community, *Campus Belonging Bias Response Reports*, UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, <https://access.illinois.edu/about/reports-data/campus-belonging-bias-response/>.

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Regardless—although the reports do broadly identify incidents based on nationality, race/ethnicity, religion, and shared ancestry—the reports *do not* provide breakdowns by specific identities such as “Jewish,” “Israeli,” “Palestinian,” “Muslim,” “Arab,” and/or “South Asian.”⁷⁸ Thus, these reports are of limited usefulness in tracking incidents of bias based on antisemitism and anti-Zionism on campus.

E. Concerns Regarding Ongoing Engagement and Required Meetings

Under the Settlement Agreement, the University agreed to meet with Hillel, JUF, Illini Chabad, and Illini Hillel once every six months to discuss the University’s ongoing efforts under the Settlement Agreement for a period of three years.⁷⁹ However, the University has changed the format—again, unilaterally—to meet with the organizations individually rather than as a full group. Worse yet, the University is not meeting with Hillel at all.

* * *

For the reasons outlined above, further action is required to ensure compliance with Title VI and the Agreements and to address ongoing concerns on campus. The Organizations request a written response within 14 days addressing the matters raised in this letter.

Sincerely,

John Lowenstein
Senior Vice President, Engagement
Jewish United Fund Chicago
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Mark B. Rotenberg
Senior Vice President and General Counsel
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⁷⁸ See, e.g., *Campus Belonging Quarterly Data Summary* (FY26 Q2), UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, https://access.illinois.edu/wp-content/uploads/2026/02/CampusBelonging_QuarterlyDataSummaryReport_FY26-Q2.pdf.

⁷⁹ Settlement Agreement at 4.

April 15, 2026

VIA EMAIL

Baruch Weiss
Arnold & Porter Kaye Scholer LLP
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Washington, DC 20001-3743
baruch.weiss@arnoldporter.com

Dear Mr. Weiss:

We write in response to the April 1, 2026 correspondence (the “Letter”) sent by Arnold & Porter on behalf of the Jewish United Fund Chicago, Hillel International, and Louis D. Brandeis Center for Human Rights (collectively, the “Organizations”). The University of Illinois Urbana-Champaign (the “University”) appreciates the opportunity to respond and shares the fundamental goal of fostering a campus environment in which Jewish students, faculty, staff, and community members feel safe, supported, and able to participate fully in University life.

The University seeks to move forward constructively through direct and meaningful communication among the parties. For that reason, we believe it is important to clarify or correct some statements in the Letter. The motivation for this detailed response is to provide an accurate and complete record, not engage in any battle of letters. The University has long worked collaboratively with community partners, including the Organizations and local organizations like Illini Hillel and Illini Chabad, toward shared goals and looks forward to continued engagement.

First and foremost, the University agrees that antisemitism is a real and serious concern confronting institutions of higher education nationwide. The University unequivocally condemns antisemitism and all forms of prohibited discrimination and harassment. Antisemitic conduct can significantly affect individuals and campus climate, and the University does not minimize those impacts. For these reasons, the University remains committed to addressing such conduct promptly, seriously, and in accordance with its legal obligations and institutional policies.

At the same time, the concerns raised in your Letter should be evaluated based on an accurate understanding of the University’s legal obligations, institutional commitments, and the actions it has taken to meet them, some of which are mischaracterized or overlooked in the Letter. This response is intended to clarify the factual and legal context relevant to the concerns raised in the Letter and explain how the University is meeting its obligations under Title VI of the Civil Rights Act of 1964 (“Title VI”), fulfilling its responsibilities under the Voluntary Resolution Agreement (“Resolution Agreement”) executed with the U.S. Department of Education’s Office for Civil Rights (“OCR”), implementing the commitments reflected in the Mutual Understandings, and responding to reported incidents in accordance with federal law.

I. Compliance with the OCR Resolution Agreement

The University remains in full compliance with its obligations under Title VI and the Resolution Agreement executed with OCR in August 2024, which resolved the OCR complaint filed in March 2020.¹ OCR has reviewed and approved the University's implementation of the required action items and continues to monitor compliance. Those actions include, among others:

- **Centralized Title VI Office.** The University established and staffed a centralized Title VI Office responsible for coordinating institutional responses to reports of discrimination and harassment based on race, color, or national origin, including actual or perceived shared ancestry or ethnic characteristics. The Office is staffed with a Title VI Coordinator, resolution specialists, and a case manager. It operates under detailed written procedures that were reviewed and approved by OCR as part of the Resolution Agreement.

- **Adoption and Dissemination of Policies and Procedures.** The University revised and disseminated its Nondiscrimination Policy and adopted comprehensive Title VI Procedures. The Nondiscrimination Policy provides that national origin includes shared ancestry or ethnic characteristics. The Title VI Procedures further clarify that protections extend to Jewish students where discrimination or harassment is based on such characteristics.

- **Training Required by the Resolution Agreement.** The University developed and carried out training plans for investigators, law enforcement, and other relevant personnel. The University also made Title VI training available to students and employees. OCR reviewed these training plans and confirmed compliance with the Resolution Agreement's training requirements.

- **Demonstration Response Plan.** The University revised its Demonstration Response Plan to address Title VI obligations in the context of protests and demonstrations. OCR reviewed and approved these revisions as compliant.

OCR has confirmed the University's compliance with the Resolution Agreement's requirements. The concerns raised in the Letter regarding alleged noncompliance do not align with the record or with OCR's monitoring communications.

II. The University's Obligations Under Title VI

Title VI prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance, including harassment that may create a hostile

¹ The University recognizes that the Mutual Understandings were developed in parallel to the Resolution Agreement. However, the Mutual Understandings did not resolve the OCR complaint and they do not govern the University's compliance with Title VI; rather, they articulate shared understandings of institutional commitments between the University and JUF, Hillel, and Illini Hillel.

environment where, based on the totality of the circumstances, the conduct is sufficiently severe or pervasive to limit or deny access to a university program or activity.

To determine whether reported conduct may constitute a hostile environment under Title VI, the University evaluates the facts and surrounding context, consistent with OCR guidance and governing case law. Expressive activity protected by the First Amendment may be considered as part of the totality-of-the-circumstances analysis, but constitutional protections place clear limits on when—and whether—disciplinary action may be imposed. Courts have further made clear that offensive or harmful speech, standing alone, does not establish a hostile environment under the law. Within those constraints, the University nonetheless evaluates reports and responds through lawful and appropriate measures.

The Mutual Understandings reflect these legal standards and operate within them. They confirm that the University's Nondiscrimination Policy protects Jewish students from prohibited harassment or discrimination, including when conduct, considered in context, targets real or perceived Zionist aspects of Jewish identity.

Neither Title VI nor the Mutual Understandings eliminate the need for case-specific, context-based analysis. The University therefore evaluates whether expression relating to Israel, Zionism or Jewish identity, viewed in light of the surrounding circumstances, functions to target Jewish students based on shared ancestry or ethnic characteristics, while remaining mindful of constitutional protections.²

When discriminatory harassment is based on shared ancestry or ethnic characteristics, the University assesses whether, under the totality of the circumstances, the conduct is sufficiently severe or pervasive to limit or deny access to University programs or activities, consistent with OCR guidance and applicable case law.

III. The Role of the Title VI Office

As required by the Resolution Agreement, the University established the Title VI Office as the University's central office for Title VI compliance. It receives reports directly or by referral, evaluates them under OCR-approved procedures, applying a totality-of-the-circumstances framework, and coordinates the University's institutional response. This process reflects the University's obligations under Title VI and the Resolution Agreement, including the requirement that Title VI responses align with applicable First Amendment protections.

² The Letter places substantial emphasis on Executive Order 13899. The Executive Order recognizes the IHRA definition as nonbinding interpretive guidance for Title VI enforcement, while expressly preserving existing statutory standards and constitutional protections. It does not modify Title VI or displace established First Amendment principles.

The Title VI Office does not impose sanctions. Its role is to determine whether reported conduct implicates Title VI, assess whether a hostile environment may exist, and coordinate appropriate supportive or remedial measures. When reported conduct may violate University policies or conduct rules, the Title VI Office refers the matter for investigation and adjudication through the appropriate disciplinary process, while remaining engaged in the Title VI assessment and institutional response.³

This structure, under which the Title VI Office is a referrer of matters for consideration of discipline rather than a disciplinary authority itself, was approved by OCR. This separation also avoids chilling protected speech. Because Title VI reviews often involve expression protected by the First Amendment, the assessment process is non-punitive and does not carry a threat of discipline, thereby preserving the constitutional safeguards that apply when protected expression is involved.

Even when a matter is referred to another office for possible disciplinary review, the Title VI Office remains responsible for evaluating the overall impact of the reported conduct on access to University programs or activities and for coordinating supportive or remedial measures as appropriate. Title VI analysis focuses on the cumulative effect of conduct and the University's obligation to address and remedy potential hostile environments, rather than on determining whether a particular individual or organization has violated a specific conduct rule. Disciplinary bodies, by contrast, determine whether discrete policy violations occurred and impose sanctions only where applicable substantive and procedural standards are met.

IV. Incident Response under Title VI

Consistent with the standards described above, the University responds to reports under Title VI by assessing the conduct promptly, addressing its effects, and taking steps reasonably calculated to prevent recurrence. In doing so, the University considers whether the reported conduct, viewed individually or cumulatively, may have created a hostile environment and coordinates an institutional response. Depending on the circumstances, that response may include supportive or remedial measures for affected individuals, referrals for disciplinary consideration under applicable policies, coordination with campus safety or law enforcement where appropriate, and other actions intended to restore or preserve access to University programs and activities.

Contrary to the assertions in the Letter, the University does not equate constitutional or procedural limits on discipline with an inability to respond as an institution. Even where reported expression is protected by the First Amendment or does not rise to the level of a hostile

³ Disciplinary authority resides with offices responsible for investigating and adjudicating compliance with applicable University policies and for implementing any resulting discipline. Student discipline is handled by the Office of Student Conflict Resolution ("OSCR") under the Student Code. Employee allegations are addressed by the Office for Access and Equity ("OAE"), which investigates compliance with the University's Nondiscrimination Policy, including allegations of discriminatory harassment, with any resulting discipline implemented through applicable employment processes.

environment under Title VI, the University pursues non-punitive measures, such as counseling, safety planning, or other supports, based on the circumstances.

The Letter characterizes several matters as examples of inaction because discipline was not imposed. That characterization overlooks the steps the University took within governing legal constraints. In those matters, the University assessed the reported conduct, evaluated it in context, communicated clearly regarding applicable legal limits, and implemented responsive measures consistent with its Title VI obligations. For example, following a January 2026 incident involving Alpha Epsilon Phi, the Title VI Office concluded, based on the information available, that the conduct did not meet the Title VI elements for a hostile environment. Nonetheless, the Title VI Office took the reports seriously and provided counseling and other supportive services to affected students, consistent with its responsibility to address reported impacts even in the absence of a finding of a hostile environment.

With respect to Students for Justice in Palestine (“SJP”), the Letter similarly characterizes the University’s response as insufficient. That characterization does not account for the University’s legal obligations or the enforcement actions that were taken within constitutional limits.

As a matter of law, the University is constrained by the First Amendment and cannot discipline students or student organizations for engaging in protected expressive activity. Within those constitutional limits, the University of Illinois Police Department (“UIPD”) investigates potential criminal activity, and OSCR enforces the Student Code when conduct violates applicable rules. The University has done so in practice. For example, in the rock throwing incident referenced in the Letter, UIPD investigated the matter and identified the individual responsible. The incident resulted in criminal charges and disciplinary action.

Consistent with this approach, when OSCR determined that SJP violated policies governing Registered Student Organizations (“RSOs”), OSCR revoked SJP’s registered status, among the most significant organizational sanctions available, thereby eliminating institutional recognition, eligibility for funding, and access to benefits reserved for RSOs. As a result of this action, SJP does not receive RSO resources or privileges.

Where other student organizations engaged in conduct that violated University standards in connection with SJP-related activity, OSCR likewise pursued enforcement action. For example, OSCR disciplined Amnesty International by placing the organization on conduct probation and restricting its use of University space for tabling and programming for one year

While the University can and did revoke SJP’s RSO status for violations of the Student Code, it cannot prohibit students from identifying themselves collectively, advocating political viewpoints, or engaging in expressive activity on campus. RSO recognition is not a prerequisite for protest, assembly at the Alma Mater, or expressive activity on social media. The University’s

inability to prohibit informal association or protected expression reflects binding First Amendment constraints, not approval of reported conduct or indifference to its effects.⁴

V. Institutional Messaging and Allegations of Inconsistent Response

The Letter asserts that the University has responded differently to certain incidents affecting Jewish students than to incidents involving other protected groups, particularly with respect to university-wide Massmail communications. That assertion does not reflect the University's practices.

Decisions regarding university-wide messaging are context-specific and depend on factors such as the nature and scope of the incident, whether it affects the broader campus community, and whether a Massmail would meaningfully advance safety, awareness, or clarity during an active response. The absence of a Massmail in a particular circumstance does not reflect diminished concern or unequal treatment.

The Letter's criticism of the University's decision not to issue a university-wide Massmail in response to the October 2025 incident involving [REDACTED] illustrates this point. In that instance, the conduct at issue involved a private communication directed to an individual, rather than a public or broadly distributed incident affecting the campus community as a whole. As a result, the incident did not meet the criteria for a university-wide Massmail.

The Letter's comparison to other situations is similarly misplaced. In those matters, the University or relevant units made limited public statements, but did not issue university-wide Massmails. The University issues Massmails when circumstances warrant university-wide communication.

Indeed, the University has repeatedly and explicitly addressed antisemitism through university-wide Massmails. Over the past several years, the University has issued approximately ten Massmails relating to antisemitism or the Jewish community, including incident responses, Israel-related campus impacts, and Title VI shared ancestry communications. These messages consistently condemn antisemitic conduct, affirm the safety and inclusion of Jewish students and community members, and state unequivocally that antisemitism will not be tolerated at Illinois. Collectively, they demonstrate that the University responded to these matters in a manner consistent with its response to similar incidents.

⁴ The University's response process has been further strengthened since many of the incidents cited in the Letter through the creation of the Title VI Office, which receives reports of discrimination and harassment, assesses the cumulative impact and identifies patterns of conduct, and coordinates appropriate institutional responses.

VI. The Mutual Understandings and Their Implementation

The Mutual Understandings are not a settlement agreement and were not required to resolve the OCR complaint. Rather, they reflect important institutional commitments to support continued engagement on antisemitism and Jewish campus life. The University has approached those commitments in good faith and implemented their core components through concrete actions. Disagreement with the University's implementation choices or a desire for additional measures beyond those reflected in the Mutual Understandings does not establish a failure to meet those commitments. Implementation of these commitments includes, among other actions, the following:

- **Understanding Antisemitism, Institutional Messaging and Reaffirming the Protection Offered by the Nondiscrimination Policy.** Consistent with Paragraphs 1, 8, and 9 of the Mutual Understandings, the University has reaffirmed and disseminated the Joint Statement on Antisemitism; issued institutional communications reiterating that antisemitic harassment is prohibited and encouraging reporting; publicly recognized the U.S. National Strategy to Counter Antisemitism; and clarified that the University's Nondiscrimination Policy protects Jewish students, including from prohibited harassment or discrimination based on real or perceived Zionist aspects of Jewish identity.

The Letter suggests that these commitments require the University to enumerate specific identities within the text of the Nondiscrimination Policy. That is not the case. Paragraph 9 was included to reaffirm the Policy's application without altering its structure. During negotiations of the Mutual Understandings, the parties expressly acknowledged that the Nondiscrimination Policy would remain category-based and would not list individual identities. The University's implementation aligns with that shared understanding.

- **Policies and Procedures.** The University undertook multiple policy-related actions contemplated in Paragraph 5 of the Mutual Understandings including updating the Nondiscrimination Policy and Student Code to reflect protections based on shared ancestry; adding detailed examples of antisemitic discrimination and harassment to supporting materials, including those set forth in Attachment A to the Mutual Understandings; and revising related policies governing activities on University property and Registered Student Organizations. The University has reinforced nondiscrimination requirements applicable to RSOs, which are required to adopt and incorporate a nondiscrimination statement into their governance documents. RSOs that fail to comply with these requirements, or that are found through applicable processes to have engaged in prohibited discrimination or harassment, are subject to disciplinary action under the Student Code.

The University has also clarified guidance regarding an RSO's exclusion of students based on protected classifications, while also reaffirming that University recognition and access to institutional benefits cannot be conditioned on viewpoint in violation of the First Amendment. While the University cannot prohibit protected expressive activity by students, it continues to

enforce applicable policies governing student organizations, space use, demonstrations, and conduct in compliance with Title VI and constitutional requirements.

- **Training.** The University is committed to training and education regarding antisemitism and reiterates its understanding of their importance to your clients. It is important to clarify that, as set forth in Paragraph 2, the Mutual Understandings provide for training covering antisemitism on a regular, recurring basis, but they do not require universal mandatory training, prescribe the form or delivery of such training, or external approval of training content.⁵

Against that backdrop, the University recognizes training and education as essential preventive and responsive tools, and it has invested substantially in training initiatives. The University has developed and delivered recurring Title VI training that addresses discrimination and harassment based on shared ancestry or ethnic characteristics, including antisemitic conduct. This includes required training for investigators and law-enforcement personnel pursuant to OCR-approved training plans, as well as Title VI training made available to students, faculty, and staff.

Required training for investigators specifically addresses antisemitism as conduct that may fall within Title VI when based on actual or perceived shared ancestry or ethnic characteristics, consistent with United States Department of Education guidance. Investigators work through detailed hypotheticals involving antisemitic slurs, symbols, online harassment, and threats directed at Jewish and Israeli students, together with the application of hostile environment analysis, cumulative impact, and appropriate institutional responses. Training for students and personnel similarly includes concrete examples illustrating how antisemitic conduct, such as vandalism involving antisemitic symbols followed by online harassment, or threats following a pro-Israel demonstration, may constitute prohibited hostile environment harassment and trigger the University's assessment and response obligations.

In addition, the University engaged external experts to develop antisemitism-focused educational modules scheduled to launch in Spring 2026. The modules will be assigned to students as part of new student orientation starting in Summer 2026. The University is committed to launching these training modules this spring because they will deepen understanding of the historical and contemporary manifestations of antisemitism on campus, including the different

⁵ Additionally, imposing mandatory antisemitism training would be inconsistent with University practice. The University mandates only a limited number of university-wide trainings where required by state or federal law, as is the case with the Sexual Misconduct Prevention training, and it does not mandate trainings focused on particular protected groups. The Letter's reliance on Civil Rights Compliance training for Extension personnel is misplaced. That training is imposed as a condition of federal funding and is identity-neutral, addressing compliance with federal civil rights laws, including Title VI, rather than any specific group. Accordingly, there is no support for the Letter's assertion that the absence of mandatory antisemitism-specific training undermines the University's commitment to addressing antisemitism or other prohibited discrimination.

ways in which students and others may experience conduct as antisemitic, including in relation to anti-Zionism, while strengthening participants' skills and awareness for responding appropriately.

The University remains open to continued dialogue regarding best practices and refinement informed by experience and constructive input, consistent with institutional responsibilities, academic freedom, and OCR guidance.

- **Enforcement/Action Steps and Internal Monitoring and Accountability.** The Mutual Understandings as set forth in Paragraphs 3 and 7 reflect a shared intent to improve transparency around bias reporting and to ensure that reported concerns were visible, tracked, and reviewed at an institutional level. Following execution of the Mutual Understandings, the University established a centralized Title VI Office, which now receives and manages a significant volume of reports alleging discrimination or harassment based on protected characteristics, alongside the continued operation of Campus Belonging for bias concerns, including those that may not implicate Title VI.

The University's reporting approach reflects how reports are now received, assessed, and addressed under this structure. The University publishes Campus Belonging Bias Response data and has also begun publishing Title VI reporting data. The Title VI Office's 2025 [Annual Report](#) summarizes the Office's first year of operations, including aggregate data on reports received between January 27 and December 31, 2025, the bases and types of concerns raised, the range of supportive and remedial measures offered, and the framework used to assess whether reported conduct created a hostile environment under Title VI.

The University understands that the Organizations would prefer monthly reporting broken down by specific identities and remains willing to discuss potential refinements to its current reporting practices within the existing Title VI framework.

- **Infrastructure, Learning and Development, and Enforcement.** The University has maintained and strengthened infrastructure to support sustained engagement with the Jewish community, provided opportunities for members of the University community to raise concerns, and engaged regularly with the Organizations to review its efforts under the Mutual Understandings, as reflected in Paragraphs 4, 6 and 10 of the Mutual Understandings. These steps include the continued operation of the Advisory Council on Jewish and Campus Life, engagement of external expertise such as Project Shema, and the establishment of multiple avenues for communication and collaboration across the campus community.

The Letter expresses concern regarding the composition and operation of the Advisory Council on Jewish and Campus Life. The Advisory Council was created pursuant to the Joint Statement on Antisemitism, which contemplates an advisory body composed of students, faculty, staff, alumni, as well as representatives from the Jewish community committed to the Statement's core principles. Consistent with that design, the Advisory Council serves an advisory role intended to assist University leadership in understanding campus climate and identifying opportunities to enhance Jewish life and inclusion.

The inclusion of varied perspectives on the Advisory Council is consistent with the Joint Statement's design of an advisory body composed of individuals serving in different roles across the University and the Jewish community. The Mutual Understandings do not prescribe specific membership criteria beyond those reflected in the Joint Statement, and advisory appointments appropriately remain within the University's discretion. The University remains open to continued dialogue regarding the Council's operation and ways to strengthen engagement with the Jewish community consistent with these commitments.

Beyond the Advisory Council, the University has developed additional avenues for dialogue with the Jewish community and conducted extensive outreach and listening sessions with Jewish students, faculty, staff, and community partners. During the 2025–2026 academic year, the University engaged [REDACTED] of Project Shema, as an external consultant to support campus and external conversations focused on antisemitism, Jewish identity, and inclusive campus practices. In October 2025, [REDACTED] met with more than ten groups of campus and community stakeholders, including Jewish students, faculty, staff, campus administrators, and community leaders such as Hillel, Chabad, and CUJF, to learn about their experiences and advise University leadership on strategies for support. Follow-up discussions in the Spring 2026 semester focused on improving communication, support structures, access to resources, expectations, and targeted training. The University has also provided regular updates to the organizations that are parties to the Mutual Understandings and continues to meet formally and informally with JUF, Illini Hillel, and Illini Chabad. These engagements have included meetings with University leadership, including with Chancellor Charles Isbell in Fall 2025.

Together, these efforts demonstrate that the University has met the core infrastructure commitments reflected in the Mutual Understandings.

VII. Response to Requested Structural Changes

The Letter requests extension of the Mutual Understandings, appointment of an independent monitor, oversight of training content, and restructuring of the Title VI Office's role to include disciplinary authority. The University has carefully considered these requests in light of its legal obligations, existing oversight mechanisms, and the institutional structures and commitments already in place to support accountability, compliance, and sustained engagement.

As described above, the University has implemented the core commitments in the Mutual Understandings through concrete actions, including policy clarification, reporting, collaboration with external experts, and ongoing dialogue with Jewish community partners, and has developed antisemitism-focused training initiatives consistent with those commitments. Separately, the University's Title VI compliance framework, including the structure and operation of the Title VI Office, has been reviewed and approved by OCR and remains subject to federal oversight.

The University believes that each of the structural changes requested in the Letter is addressed by existing oversight and governance mechanisms that reflect considered legal and

institutional judgments.⁶ The University remains committed to continued dialogue regarding the concerns raised by the Organizations and to ongoing evaluation of its practices based on experience, feedback, and evolving needs. Consistent with the Mutual Understandings, continued engagement between the parties, including the joint meeting scheduled for May 7, 2026, provides the appropriate setting for reviewing progress, sharing perspectives, and identifying potential next steps.

* * *

For the reasons described above, the University has complied with its obligations under Title VI, satisfied the requirements of the Resolution Agreement, and implemented core commitments reflected in the Mutual Understandings. The University addresses antisemitism and other prohibited discrimination in a manner consistent with federal law, constitutional requirements, and the respective purposes of the Resolution Agreement and the Mutual Understandings.

We recognize areas of ongoing disagreement, but we hope this clarifies both our actions and the legal framework within which they occur. The University remains committed to engagement with the Organizations and the broader Jewish community to strengthen campus climate and address antisemitism, while exercising its considered judgment regarding governance, oversight, and enforcement structures already in place. The University looks forward to continued dialogue consistent with these principles.

Sincerely,

A black rectangular redaction box covering the signature of Christina M. Egan.

Christina M. Egan

CME

⁶ For clarity, the University already undertakes the actions described in requests 4, 5, and 6 of the Letter.