



January 15, 2026

VIA EMAIL AND FEDEX

Austin A. Lane, Chancellor
Southern Illinois University
1263 Lincoln Drive
Carbondale, Illinois 62901
[REDACTED]

RE: Southern Illinois University's Violation of [REDACTED] First Amendment Rights

Dear Chancellor Lane,

The American Center for Law & Justice¹ represents [REDACTED] regarding Southern Illinois University ("SIU") officials violating his First Amendment rights. [REDACTED] is a local pastor who regularly engages with students on SIU's campus speaking with them about their faith. As explained below, SIU's actions violated [REDACTED] rights under the First and Fourteenth Amendments.

Statement of Facts

[REDACTED], a local pastor at [REDACTED] and an SIU alumnus, has engaged in protected religious speech activities on SIU's Carbondale, Illinois, campus since the mid-1990s. Years ago, he started by distributing religious tracts and discussing his Christian faith with students and members of the SIU community. Four years ago, he began sharing Christ and the gospel with SIU students in Faner Plaza. This activity is sponsored by his church. [REDACTED] would give each student or passerby two dollars when they asked two questions about the Bible. He would then

¹ By way of introduction, the ACLJ is an organization dedicated to the defense of constitutional liberties secured by law. ACLJ attorneys have argued before the Supreme Court of the United States in several significant cases involving the freedoms of speech and religion. *See, e.g., Pleasant Grove City v. Summum*, 129 S. Ct. 1523 (2009) (unanimously holding that the Free Speech Clause does not require the government to accept counter-monuments when it has a war memorial or Ten Commandments monument on its property); *McConnell v. FEC*, 540 U.S. 93 (2003) (unanimously holding that minors enjoy the protection of the First Amendment); *Lamb's Chapel v. Center Moriches Sch. Dist.*, 508 U.S. 384 (1993) (unanimously holding that denying a church access to public school premises to show a film series on parenting violated the First Amendment); *Bd. of Educ. v. Mergens*, 496 U.S. 226 (1990) (holding by an 8-1 vote that allowing a student Bible club to meet on a public school's campus did not violate the Establishment Clause); *Bd. of Airport Comm'rs v. Jews for Jesus*, 482 U.S. 569 (1987) (unanimously striking down a public airport's ban on First Amendment activities).

respond and answer each question directly from the Bible. Many students and passersby walking through the plaza would engage with him. In fall 2024, ██████ began giving students and passersby five dollars for every two questions they asked about the Bible. He is typically on campus from 10:00am to 12:00pm on Wednesdays and Fridays and does not use amplification in any form.

Prior to October 1, 2025, SIU officials suppressed ██████ speech on a number of occasions. For example, in 2022, soon after he began discussing and answering questions about the Christian faith in Faner Plaza, SIU officials threatened him and forced him to resort to SIU's free speech area. A year later, SIU police officers approached ██████ and asked him what he was doing. He responded that he was talking about Jesus. After the police officers sat with ██████ for a number of minutes, they informed him he must go to the free speech area because he was talking about his faith.

Most recently, on October 1, 2025, ██████ was lawfully engaging with students about their faith outside Faner Plaza. Soon after he arrived, an SIU official approached him and said he could not be there. The official then called the police. Officers arrived and notified ██████ that someone had complained of protesters in Faner Plaza and that he needed to move to one of the free speech areas. To be clear, he was not engaged in any protesting or demonstration. He was simply speaking with students about the Christian faith. Although the officers acknowledged that the university's demand to relocate to another area on campus was wrong, they informed ██████ they must obey orders. He was then forced to relocate to the "free speech area" or be arrested. ██████ has specifically observed various other individuals and groups engaging in free speech activities across campus, not just in designated speech areas.

According to SIU policy², "[t]he University is a community dedicated...to the freedom of expression of ideas and opinions." The policy describes two designated public forum areas: Area A, the Free Forum Area near Anthony Hall, designated for free expression on a first-come, first-served basis or reservation, where amplified sound is permitted if it does not interfere with university activities; and Area B, the lawn north of Morris Library, also available on a first-come, first-served basis or by reservation, but where amplified sound is not permitted.

Notably, the policy also contains a separate section titled "Events Outside of Designated Public Forum Areas," which expressly states that individuals, organizations, and groups seeking to engage in noncommercial free expression on property owned or controlled by the university may do so in accordance with the Standards of Respect and Civility. This section unambiguously permits free expression throughout university property, not merely within the two designated areas.

The enforcement section provides that violations should be reported to the Office of the Dean of Students and that the Department of Public Safety may take necessary action to ensure compliance, preserve order, and protect public health, with violators subject to official action in accordance with applicable policies and laws. Nowhere in this policy does the university reserve the authority to compel speakers to relocate to designated forum areas based on the content or

² SIU Policies, University Property and Physical Facilities, Sec. V. Demonstrations: Regulations and Procedures, <https://policies.siu.edu/other-policies/chapter6/demonstrations.php> (2013). *See attached.*

viewpoint of their speech. Rather, the policy's plain language permits free expression across campus property.

As explained below, restricting an individual to the designated free speech zone, particularly a secluded area with minimal student traffic, solely because of the religious content of their speech, constitutes a content-based restriction that not only violates SIU's own policy, but also the First Amendment to the Constitution.

Statement of Law

"State colleges and universities are not enclaves immune from the sweep of the First Amendment." *Healy v. James*, 408 U.S. 169, 180 (1972). As the Supreme Court has emphasized,

It is an elementary rule that the government may not exclude speech on the basis of its content from either a traditional public forum or a forum created by government designation, unless the exclusion is necessary to serve a compelling state interest which cannot be served by a less restrictive action.

Cornelius v. NAACP Legal Defense & Educ. Fund, 473 U.S. 788, 803, (1985); see also *Widmar v. Vincent*, 454 U.S. 263, 270 (1981) (holding a university policy denying a religious student club access to its facilities on equal terms violated the First Amendment); *Lamb's Chapel v. Center Moriches Sch. Dist.*, 508 U.S. 384 (1993) (holding that denying a church access to public school premises to show a film series violated the First Amendment).

In *Widmar*, the Supreme Court explained that discrimination based on religion in a public forum constitutes forbidden content-based discrimination. 454 U.S. at 269-70. There, a student group engaging in prayer, hymns, Bible commentary and religious discussion was prohibited from using the university's buildings, while all other student groups were permitted access to the university for their meetings. The Court held that the university "discriminated against student groups and speakers based on their desire to use a generally open forum to engage in religious worship and discussion." *Id.* at 269 (explaining further that the "Constitution forbids a State to enforce certain exclusions from a forum generally open to the public, even if it was not required to create the forum in the first place"). Streets and sidewalks are even more protected. *Cf. Marcavage v. City of Chicago*, 659 F.3d 626, 630 (7th Cir. 2011). See also *Hazelwood Sch. Dist. v. Kuhlmeier*, 484 U.S. 260, 267 (1988) (holding that government facilities become designated public forums if "by policy or practice school officials have opened those facilities for... the general public."). Likewise, in *Lamb's Chapel*, the Supreme Court held that a school district violated the Free Speech Clause when it excluded a private group from presenting films at the school based solely on the films' discussions of family values from a religious viewpoint. 508 U.S. at 393. "[T]he First Amendment forbids the government to regulate speech in ways that favor some viewpoints or ideas at the expense of others." *City Council of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789, 804 (1984).

In *Gilles v. Blanchard*, the Seventh Circuit emphasized that a public university "yielding to a 'heckler's veto' infringes on a speaker's free speech." 477 F.3d 466, 471 (7th Cir. 2007) (quoting *Church of American Knights of Ku Klux Klan v. City of Gary*, 334 F.3d 676, 680-81 (7th

Cir. 2003)). A university runs afoul of the First Amendment when it “decide[s] to permit its open spaces to be used by some outsiders [but] exclude[s] others just because it disapprove[s] of their message.” *Id.* at 470. This is precisely what has happened here: SIU’s selective enforcement of vague policies has left it’s open space to be used by some, but excludes [REDACTED] purely because of the content of his speech. This is in direct violation of both SIU’s own free speech policy, and the First Amendment itself.

Demand

In light of the foregoing, we demand **written assurances** that:

- (1) [REDACTED] may exercise his First Amendment rights throughout campus property on equal terms with other speakers, consistent with SIU’s stated policy;
- (2) SIU officials will not relocate, remove, or otherwise restrict [REDACTED] speech based on its religious content.

Should we not receive these written assurances **by January 22, 2026**, we will pursue any and all appropriate legal remedies. We appreciate your attention to this matter, and should you have any questions, please do not hesitate to contact us.

Sincerely,



Garrett Taylor*
Associate Counsel
American Center for Law & Justice

[REDACTED]

Nathan Moelker**
Senior Associate Counsel
American Center for Law & Justice

[REDACTED]

**Admitted to practice law in Tennessee*

*** Admitted to practice law in Virginia*