



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS

September 23, 2025

Dr. Eli Capilouto  
President  
University of Kentucky  
101 Main Building  
Lexington, KY 40506

**By email only to:** [pres@uky.edu](mailto:pres@uky.edu)

Re: University of Kentucky, OCR Case Number 03-25-2099

Dear President Capilouto:

The U.S. Department of Education (the Department), Office for Civil Rights (OCR), has resolved the above-referenced complaint filed against the University of Kentucky (the University). The complaint alleged that the University discriminates against students on the bases of race and national origin by supporting a racially discriminatory event, The PhD Project conference, during the 2024-25 academic year.

On March 13, 2025, OCR opened an investigation into the above allegation under Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. §§ 2000d et seq., and its implementing regulations at 34 C.F.R. Part 100, which prohibit discrimination based on race, color, and national origin by recipients of federal financial assistance. Because the University receives federal financial assistance from the Department, OCR has jurisdiction under Title VI.

As part of its investigation, OCR reviewed information provided by the Complainant and the University. After carefully reviewing this information, OCR determined that the University violated Title VI and its implementing regulation through its participation in The PhD Project. This letter explains OCR's conclusion.

### **Legal Standards**

Title VI specifically states that “No person shall, on the basis of race, color, or national origin, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance.” The regulations implementing Title VI, at 34 C.F.R. § 100.3(b)(1)(i), (ii) and (iv), state that a recipient “may not, directly or through contractual or other arrangements, on ground of race, color, or national origin,” deny an individual any service, financial aid, or benefit provided under the program; provide any service, financial aid, or benefit to an individual that is different, or is provided in a different manner, from that provided to others under the program; or restrict an

individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program.

In *Students for Fair Admissions, Inc. v. President & Fellows of Harvard College (SFFA)*, 600 U.S. 181 (2023), the Supreme Court clarified that the use of racial preferences in college admissions is unlawful and set forth a framework for evaluating the use of race by state actors and entities covered by Title VI. Although *SFFA* addressed admissions processes and decisions, the principle that informs the Court's holding applies in other contexts, including using race and/or national origin in decisions regarding scholarships and other financial aid: If an educational institution treats a person of one race differently than it treats another person because of that person's race, the educational institution violates the law.

## Facts

The PhD Project is a nonprofit entity. When filing this complaint, the Complainant provided a copy of The PhD Project's Form 990 disclosure to the Internal Revenue Service for tax year 2022, which states that its mission was "to increase workplace diversity by increasing the diversity of business school faculty to encourage, mentor, support, and enhance the preparation of tomorrow's leaders," and that it "attracts black/African Americans, Latinx/Hispanic Americans, and Native Americans to business PhD programs and provides a network of peer support on their journey to becoming professors."

The PhD Project holds an annual two-day conference for prospective doctoral students to provide information about entering a PhD degree program and to network with current doctoral students, university representatives and professors, and other PhD Project partners. At the time this complaint was filed, participation in this conference was exclusively limited to individuals who identify as Black/African American, Latinx/Hispanic American, or Native American/Canadian Indigenous.<sup>1</sup>

The PhD Project allows universities to "partner" with the organization for a fee of \$3,000 to \$5,000 per year. Students at institutions that "partner" with The PhD Project may apply to attend The PhD Project's conference. Being a partner institution also comes with access to The PhD Project's network for promoting open job opportunities, as well as to its member directory and applicant database.<sup>2</sup> Partner institutions may also host a booth during the conference to recruit prospective doctoral students who are attending the conference. At the time this complaint was filed, the University of Kentucky was listed as a participating University on The PhD Project's website.

In its response to OCR, the University confirmed that during the 2023-24 and 2024-25 academic years, it paid an annual fee to The PhD project to participate in The PhD Project's annual conference in Chicago. During the conference, the University participated in a "university fair" where the University provided information about its doctoral programs. The University also paid the travel costs for two faculty members to attend The PhD Project's annual conference and participate in its university fair. Additionally, in 2024 the University allocated funds, not to

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<sup>1</sup> <https://web.archive.org/web/20250113235000/https://phdproject.org/annual-conference/>

<sup>2</sup> <https://phdproject.org/app/uploads/2025/06/University-Partner-Benefits-Flyer-3-levels-Jan-2025.pdf>

exceed \$10,000 annually, to a faculty member, to be used for The PhD Project and diversity, equity and inclusion professional and research activities. The University also acknowledged that it included The PhD Project's logo on a flyer about the University's PhD program that University representatives distributed at the annual conference.

The University has canceled its participation in The PhD Project events and will not take part in future events.

## Analysis

Although the University ended its partnership with the PhD Project for the 2025-2026 academic year, OCR finds that the University endorsed, promoted, and benefited from a program that limited participation based on race through its payment of partnership fees and the support of travel for participants in the 2022-23 and 2023-24 academic year. Title VI and its accompanying regulations forbid the University's participation in programs designed to discriminate against individuals on the basis of their race or national origin.

In *SFFA*, the Supreme Court held that, under the Fourteenth Amendment's Equal Protection Clause and Title VI, every university applicant "must be treated based on his or her experiences as an individual—not on the basis of race." 600 U.S. at 231. In reaching its decision, the Court emphasized that "universities have for too long done just the opposite," that universities in doing so "have concluded, wrongly, that the touchstone of an individual's identity is not challenges bested, skills built, or lessons learned, but the color of their skin," and that "[o]ur constitutional history does not tolerate that choice." *Id.* Thus, the Court confirmed what common experience teaches: "Racial discrimination is invidious in all contexts." *Id.* at 214 (cleaned up). The PhD Project, however, limited its eligibility at all times relevant here to "Black/African American, Latinx/Hispanic American, or Native American/Canadian Indigenous" applications. University applicants who are white or Asian American, for instance, were not eligible. This is textbook discrimination on the basis of race and national origin.<sup>3</sup>

Accordingly, the University's participation in The PhD Project—a blatantly discriminatory program designed to benefit certain favored students based on their race or national origin to the clear detriment of other students who did not have access to the program because of their race or national origin—violated Title VI.

This letter is accompanied by a draft resolution agreement that specifies the actions that, when taken by the University, will remedy the violation of Title VI. OCR will conclude that attempts to secure the University's voluntary compliance are at an impasse unless the University executes a resolution agreement within 10 days of the date of this letter.

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<sup>3</sup> Racially exclusionary educational programs have a long and discredited history. In *Podberesky v. Kirwan*, for instance, a case involving an exclusively African-American scholarship program at the University of Maryland, the Fourth Circuit emphasized the presumption against race-based classifications and "the constitutional premise that race is an impermissible arbiter of human fortunes," even when using race as "reparational device" or as a "remedial measure" for past discrimination. 38 F.3d 147, 152 (4th Cir. 1994). In other words, the University of Maryland was "burdened with a presumption that" its choice to establish a racially discriminatory scholarship program "cannot be sustained." *Id.* at 152. The court ultimately held that the University failed to carry its burden, and enjoined the University from enforcing the racial requirement.

## Conclusion

This concludes OCR's investigation of the complaint. This letter should not be interpreted to address the University's compliance with any other statutory or regulatory provision or to address any issues other than those addressed in this letter.

This letter sets forth OCR's determination in an individual case. This letter is not a formal statement of OCR policy and should not be relied upon, cited, or construed as such. OCR's formal policy statements are approved by a duly authorized OCR official and made available to the public. The Complainant may have the right to file a private suit in federal court whether or not OCR finds a violation.

Please be advised that the University must not harass, coerce, intimidate, discriminate, or otherwise retaliate against an individual because that individual asserts a right or privilege under a law enforced by OCR or files a complaint, testifies, assists, or participates in a proceeding under a law enforced by OCR. If this happens, the individual may file a retaliation complaint with OCR.

Under the Freedom of Information Act (FOIA), it may be necessary to release this document and related correspondence and records upon request. If OCR receives such a request, we will seek to protect, to the extent provided by law, personally identifiable information that could reasonably be expected to constitute an unwarranted invasion of personal privacy if released.

If you have any questions, please contact Lachauna Edwards, the attorney assigned to this case, at 202-987-1883 or by email at [Lachauna.Edwards@ed.gov](mailto:Lachauna.Edwards@ed.gov).

Sincerely,

A handwritten signature in black ink that reads "Jana L. Erickson". The signature is written in a cursive style with a large, stylized 'J' and 'E'.

Jana L. Erickson  
Program Manager

cc: William E. Thro, General Counsel (via email to [William.Thro@UKy.Edu](mailto:William.Thro@UKy.Edu))

## **RESOLUTION AGREEMENT**

**University of Kentucky**

**OCR Case 03-25-2099**

University of Kentucky (the University) enters into this Resolution Agreement (the Agreement) to resolve the violation that the Office for Civil Rights (OCR) of the U.S. Department of Education (the Department) identified in OCR Case Number 03-25-2099.

1. The University will conduct a review of all memberships or partnerships with external organizations to identify any memberships or partnerships with organizations that may restrict participation based on race, in violation of Title VI of the Civil Rights Act of 1964.

**REPORTING REQUIREMENT 1:** Within 60 days of the date of this Agreement, the University will submit a report to OCR that lists each organization identified, a description of the organization, and the nature and purpose of the membership or partnership. The report will also indicate whether the University plans to discontinue each membership or partnership, and if it does not intend to discontinue, an explanation of the reason.

2. The University will respond to OCR's feedback regarding its plans for each membership or partnership identified. After receiving OCR's approval, the University will take steps to formally cancel any identified membership or partnership.

**REPORTING REQUIREMENT 2:** Within 30 days of receiving OCR's approval of the report described in Item 1, the University will provide OCR with documentation that it has formally cancelled any identified membership or partnership.


By signing this Agreement, the University agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. During the monitoring of this Agreement, if necessary, OCR may visit the University, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement.

The University understands that OCR will not close the monitoring of this Agreement until such time as OCR determines that the University is in compliance with the terms of this Agreement and the obligations under Title VI and its implementing regulations at issue in this case.

The University understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings in the event of breach to enforce the specific terms of this Agreement and the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the University written notice of the alleged breach and 60 calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signatures of the University representatives below.

For the University:

  
\_\_\_\_\_  
Name, Title  
Eli Capilouto, President

10.01.2025  
\_\_\_\_\_  
Date