

NONPRECEDENTIAL DISPOSITION

To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals

For the Seventh Circuit

Chicago, Illinois 60604

Argued October 1, 2024

Decided October 29, 2024

Before

MICHAEL B. BRENNAN, *Circuit Judge*

MICHAEL Y. SCUDDER, *Circuit Judge*

NANCY L. MALDONADO, *Circuit Judge*

No. 23-2877

JACQUELINE TANNER,
Plaintiff-Appellant,

v.

BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS,
Defendant-Appellee.

Appeal from the United States District
Court for the Central District of Illinois.

No. 17-CV-3039

Eric I. Long,
Magistrate Judge.

ORDER

Jacqueline Tanner sued her former employer, the University of Illinois at Springfield, after it did not renew her employment contract, allegedly in retaliation for complaints she made about ethnic and religious discrimination against a coworker. The district court entered summary judgment for the University, concluding that no reasonable jury could find the institution's reason for not renewing the contract to be pretextual. Although she provided a coherent theory of liability, Tanner failed at summary judgment to support her allegations with sufficient evidence. So we affirm.

I

Tanner worked for five years as an adjunct instructor in the University's Intensive English Program, which provides English instruction to non-native speakers. She reported to the program's coordinator, an Arab Muslim man named Driss El-Akrich, whom she assisted with scheduling the other adjuncts. El-Akrich reported, in turn, to the program's head, a white man named Jonathan GoldbergBelle.

Tanner's lawsuit centers around her 2016 employment contract with the University. In the two prior years, 2014 and 2015, the University had offered her twelve-month contracts, but its offer in 2016 was for only nine months. Tanner signed the contract anyway, and the University did not renew it upon its expiration. Tanner alleges the non-renewal reflected retaliation for complaints she made to various University administrators about the discrimination El-Akrich endured from GoldbergBelle and other adjuncts who worked in the Intensive English Program. The University counters that it decided to not renew Tanner's contract based on an internal investigation's finding that she and El-Akrich themselves had retaliated against the Intensive English Program adjuncts.

A

The first two of Tanner's eight internal complaints trace back to the University's review of the attendance policies for the Intensive English Program. In 2014, the University formed a review committee in response to complaints by program adjuncts about excessive absences by Saudi students and El-Akrich's handling of those absences. One member of this committee was GoldbergBelle, whom, at the close of the investigation in July 2015, the University tapped to replace El-Akrich's boss as part of a reorganization of the Intensive English Program.

Shortly after GoldbergBelle assumed his position, Tanner made her first two complaints to the University about discrimination in the Intensive English Program. She alleged that during the attendance assessment, GoldbergBelle disrespected El-Akrich by glaring at him and ignoring him when he spoke. She also claimed that GoldbergBelle unfairly assessed El-Akrich's management style because El-Akrich's predecessor, who was white, had the same attendance policies yet avoided similar scrutiny. Tanner also recounted that after the assessment, GoldbergBelle tried to freeze El-Akrich out of the management process by scheduling a meeting during an Islamic holiday and reducing his access to the finances of the Intensive English Program. Tanner believed that GoldbergBelle engaged in this behavior because El-Akrich was an Arab Muslim.

Tanner's additional six complaints alleged similar conduct by GoldbergBelle, as well as discrimination by other adjuncts in the Intensive English Program towards students. (Both parties recognize that complaints on behalf of students are not protected by Title VII. See *Hatcher v. Bd. of Trs. of S. Ill. Univ.*, 829 F.3d 531, 537 (7th Cir. 2016), *overruled on other grounds by Ortiz v. Werner Enters.*, 834 F.3d 760, 764 (7th Cir. 2016).) The overall tenor of her complaints, which Tanner made between April 2015 and April 2016, was that GoldbergBelle and other adjuncts fostered an anti-Muslim work environment and targeted El-Akrich. After Tanner's second complaint, the University apparently spoke to GoldbergBelle and admonished him not to retaliate. The record is unclear as to whether the University took any other responsive actions, however.

B

In February 2016, the University began investigating whether Tanner had removed certain adjunct instructors within the Intensive English Program from the teaching schedule in retaliation for complaints adjuncts made about her and El-Akrich. The investigation started in January 2016 when two adjuncts (Sue Alexander and Rebecca Damery) went to the University's Human Resources department and reported that El-Akrich had left them off the Spring 2016 teaching schedule, even though both had routinely taught four courses in past semesters. Alexander and Damery maintained that they had lost their positions because they had complained to University administrators about El-Akrich's management of the program and perceived favoritism for Saudi students. The University's Ethics and Compliance Office spearheaded the investigation and originally focused on only El-Akrich.

Tanner became a subject of the investigation after she implicated herself during an interview with the Ethics Office. Specifically, Tanner admitted to removing the adjuncts from the teaching schedule because of their complaints: "I had to protect the program and protect the Saudi students." Tanner does not deny making this statement but maintains that she lacked independent authority to change the schedule. In any event, she does not dispute that she recommended to El-Akrich that the complaining adjuncts not be rehired. Tanner stated she did so because of the adjuncts' inadequate performance, but ethics officials found her explanation insufficient to overcome evidence that she had acted with a retaliatory motive. Based on Tanner's interview, the University placed her on administrative leave and notified her they were investigating her for retaliation.

Ethics officials conducted a follow-up interview with Tanner to further assess her involvement in the retaliation. Tanner voiced concern with the fairness of that interview

proceeding. She contends that the officials violated University policy at the interview by not providing her with a copy of the allegations against her. (Before the interview, officials had drafted an internal memorandum outlining the evidence against her.) Tanner had not had an opportunity to read the memo—a “significant problem” the Ethics Office later acknowledged, as the point of the meeting was to allow Tanner to respond to the allegations against her.

At the end of its investigation, the Ethics Office sent a memo to Karen Moranski, the Associate Vice Chancellor for Undergraduate Education, finding that Tanner had retaliated against the adjuncts and recommending that the University not renew Tanner’s contract once it expired. The Ethics Office based its decision on Tanner’s admission that she helped prepare the teaching schedule, that she recommended not scheduling the complaining adjuncts, and that the adjuncts “‘reporting things’ to [GoldbergBelle] was a factor in her decision” to recommend they not be scheduled. In the end, the Ethics Office concluded that Tanner may not have had formal administrative power within the Intensive English Program, but she did have significant informal power and “[t]here is strong support for the conclusion that [El-Akrich] relies heavily on [Tanner’s] guidance and opinions when making decisions, including who will teach each term.” Moranski accepted the Ethics Office’s recommendation and informed Tanner that the University would not renew her contract once it expired.

C

Tanner sued the University in early 2017 under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-3. She alleged that the University retaliated against her by not renewing her contract because she complained about discrimination within the Intensive English Program. The thrust of her allegation was that the University offered her a reduced-length contract just two days after one of her complaints, that the contract was then not renewed after she continued to complain, and that the investigation into her own alleged retaliation contained many flaws.

A magistrate judge, proceeding with the parties’ consent, entered summary judgment for the University. The district court acknowledged that Tanner had put forth sufficient evidence to show she engaged in statutorily protected activity (by reporting instances of alleged discrimination to the University) but insufficient evidence of “but-for” causation—specifically, evidence that the University would have renewed her contract had she not engaged in statutorily protected activity. The district court explained that she did not identify specific facts that would undermine the authenticity

of the University's stated reason for not renewing her contract and allow a jury to believe it was pretextual. The University, on the other hand, did provide specific facts in support of its version of events. The district court highlighted statements in the University's investigation record that Tanner's removal of three adjunct teachers from the spring 2016 schedule violated the University's policy against retaliation. As for her claim of irregularities in the University's investigation procedures (such as not providing her with a copy of its internal report), the district court responded that she had not identified any policy requiring the University to provide such a report at this initial meeting stage.

As for her contention of suspicious timing, the district court found the position unpersuasive. While Tanner's timeline was correct—she complained about discrimination, and her contract was not renewed thereafter—any suspicion was neutralized by the Ethics Office's conclusion that Tanner herself retaliated against the adjuncts in the Intensive English Program.

II

Title VII prohibits employers from retaliating against employees for complaining about discrimination. 42 U.S.C. § 2000e-3(a). To survive summary judgment, Tanner needed to provide evidence from which a reasonable juror could find that "(1) she engaged in activity protected by the statute; (2) she suffered an adverse employment action; and (3) there is a causal link between the protected activity and the adverse action." *Giese v. City of Kankakee*, 71 F.4th 582, 590 (7th Cir. 2023). On appeal, Tanner challenges only the third element—the district court's causation analysis. She argues that the district court undervalued her evidence that the University's proffered reason for not renewing her contract was pretextual. We review the grant of summary judgment de novo. See *Parker v. Brooks Life Sci., Inc.*, 39 F.4th 931, 936 (7th Cir. 2022).

Before discussing Tanner's causation argument, we touch upon the University's challenge to the first element of the district court's analysis—the determination that Tanner's complaints were statutorily protected behavior.

Complaints of discrimination are protected—even if later shown to be incorrect—so long as they are made with a reasonable, good-faith belief that the complained-of behavior violated Title VII. See *Fine v. Ryan Int'l Airlines*, 305 F.3d 746, 752 (7th Cir. 2002). The University contends that Tanner's complaints of ethnic and religious discrimination experienced by El-Akrich lacked good faith and instead reflected a dislike of GoldbergBelle's management style. But Tanner's complaints of

discrimination did have a reasonable, good faith basis—she claims that she witnessed GoldbergBelle disrespect, micromanage, and freeze out El-Akrich because of his Arab and Muslim identities. No more is required to allege protected activity.

That brings us to causation. Our analysis here, and ultimately the outcome of the case, must adhere to the summary judgment framework. Summary judgment is the “put up or shut up” moment of a lawsuit. *Ellison v. United States Postal Serv.*, 84 F.4th 750, 759 (7th Cir. 2023). At this stage of litigation, a party may no longer rest on its pleadings or beliefs; it must point to specific evidence in the record that would allow a jury to believe its narrative is true. See *Beardsall v. CVS Pharmacy, Inc.*, 953 F.3d 969, 976 (7th Cir. 2020).

For a Title VII retaliation claim like Tanner’s, summary judgment requires the non-movant to identify facts showing that her complaints were the cause of her non-renewal rather than merely a contributing factor. See *Mollet v. City of Greenfield*, 926 F.3d 894, 896–97 (7th Cir. 2019) (citing *Univ. of Tex. Sw. Med. Ctr. v. Nassar*, 570 U.S. 338, 352 (2013)). If an employer offers a non-retaliatory reason for not renewing a contract, as the University does, the plaintiff may argue that the proffered reason is pretextual. We do not second-guess the wisdom of the employer’s decision—only its genuineness—and thus limit the pretext analysis to “whether the employer’s proffered reason was a lie.” *Parker*, 39 F.4th at 937–38. To satisfy this burden at summary judgment, the plaintiff “must identify such weaknesses, implausibilities, inconsistencies, or contradictions in the employer’s asserted reasons that a reasonable person could find it unworthy of credence.” *Id.* at 938 (internal quotation marks omitted).

What all of this means here is that Tanner needed to identify evidence that calls into question the sincerity of the University’s rationale for not renewing her contract. The University maintains that she violated the institution’s policy by retaliating against other adjuncts for making complaints about El-Akrich. In support, it points to a set of documents in the record: the internal Ethics Office case report, two memos sent by the Ethics Office to the University’s administration, and the letter from the University to Tanner explaining that her contract would not be renewed. The case report informally detailed the investigation into Tanner’s retaliation against other adjuncts, and the two memos summarized its findings and explained why the Ethics Office believed Tanner engaged in retaliation. The University’s letter to Tanner explains that it chose not to review her contract after reviewing the findings of the Ethics Office. None of these

documents hint at frustration with Tanner's complaints. Rather, they reflect concern about Tanner's participation in the scheduling process and her motivations.

To show that this explanation was a lie, *Parker*, 39 F.4th at 937–38, Tanner relies on circumstantial evidence. She says the timing of her 2016 contract offer—made just two days after her sixth discrimination complaint—suggests a connection between her complaints and the reduction in her contract. Taken at face value, this narrative is not implausible. The shorter nine-month contract came right after her complaints, and the reduction cannot be explained by the retaliation investigation, which post-dates the contract that the University offered her. But “[s]uspicious timing alone rarely establishes causation,” *id.* at 937, and this is not the rare case where it is sufficient.

Tanner seeks to bolster her argument in three ways.

First, she asserts that El-Akrich decided not to schedule the three adjuncts—not her. But she does not substantiate this position with any evidence. For example, her brief characterizes her role as merely clerical or ministerial—that she was merely an instrument of El-Akrich's will and direction. But this characterization does not align with her own statements to the Ethics Office (which she does not dispute having made) that she helped prepare the spring 2016 schedule and recommended the adjuncts be removed (at least in part) because of their complaints to GoldbergBelle. Tanner does not engage with that contradiction in her brief, and she was unable to explain it when pressed at oral argument. And she puts forward no other evidence from which a jury could find that the University's reason for not renewing her contract was a lie.

Second, Tanner asserts that the Ethics Office's investigation relied on faulty information—statements made by the complaining adjuncts to the Ethics Office that she believes are incorrect. But even if we assume that Tanner is correct and that the Ethics Office was lied to by some of the people it interviewed, she needs to show insincerity, not mistake. Tanner does not deny that the adjuncts made those statements, nor does she point to anything in the record to suggest that the University should have known the disputed statements were lies. For example, she does not identify statements by any University administrators expressing frustration with her or her complaints. Nor does she highlight any evidence that the University doubted the Ethics Office's findings.

Third, she points to the University's failure to provide her with a copy of the allegations against her. She essentially contends that the University did not provide her with the allegations because it wanted to obstruct her ability to effectively defend herself. Even though a University administrator described this misstep as a “significant

problem,” Tanner had already admitted to recommending removal of the adjuncts in the earlier meeting. On appeal, she does not dispute the admission. Further, despite not having a copy of the allegations, Tanner managed to provide the University with several non-retaliatory explanations for her behavior. The University considered each explanation but ultimately did not find them credible. Regardless, as the district court concluded, the University did not have a formal policy requiring that Tanner be provided with a copy of the allegations. The cases she relies on all involved formal written policies. See, *e.g.*, *Giacoletto v. Amax Zinc Co.*, 954 F.2d 424, 427 (7th Cir. 1992) (failing to provide mandatory warning about substandard work before firing); *Rudin v. Lincoln Land Cmty. Coll.*, 420 F.3d 712, 723 (7th Cir. 2005) (failing to hold mandatory pre-hiring meeting to compare candidates).

In the final analysis, Tanner’s position on appeal fails for a lack of evidentiary support. Her arguments largely emphasize that the University should have better investigated her own complaints of discrimination in the Intensive English Program, or that the University’s investigation into her own alleged retaliation should have reached a different result. These arguments miss the mark. Her case turns not on whether the University took her allegations seriously, but on whether the University’s reason for not renewing her contract was insincere. And she provides insufficient evidence for a jury to believe that the University lied.

On this evidentiary record, we have no choice but to AFFIRM.