

**UNITED STATES DISTRICT COURT  
DISTRICT OF RHODE ISLAND**

**UNITED STATES OF AMERICA,**

**Plaintiff,**

**V.**

**Civil Action No. 1:25-cv-466**

**STATE OF RHODE ISLAND,  
RHODE ISLAND DEPARTMENT OF  
EDUCATION,**

## COMPLAINT

**and**

**PROVIDENCE, RHODE ISLAND,  
PUBLIC SCHOOL DISTRICT,**

**Defendants.**

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# INTRODUCTION

The United States brings this action to stop the Rhode Island Department of Education (RIDE) and Providence Public School District (PPSD) from discriminating against teachers based on their race in violation of federal law. Through PPCSD’s “Educators of Color Loan Forgiveness Program” (Program), new teachers can receive student-loan repayments up to \$25,000. The catch: white teachers are not eligible. By its own terms, the purpose of the Program is to aid PPCSD’s efforts to recruit a more “diverse” faculty. But in doing so, RIDE and PPCSD engage in blatant race discrimination, which federal law has long prohibited.

The Program is a joint effort between PPSD, RIDE, and the Rhode Island Foundation (RIF). In 2019, RIDE took over management of PPSD, including the administration of PPSD's faculty incentive programs. In 2021, RIDE and PPSD partnered with RIF, a publicly supported non-profit, to fund the Program to recruit more non-white teachers to the district. The Program

opened applications to all newly hired *non-white* PPSD teachers with at least \$5,000 in student debt.

This is race discrimination in public employment, pure and simple. The agreement with RIF requires PPSD to create the Program application, review application submissions, and approve teachers for participation in the Program. RIF merely writes the checks. Loan forgiveness available only to PPSD teachers is plainly a “privilege” and “opportunity” of employment within the district. And RIDE and PPSD are intimately involved with distributing this benefit to preferred employees based on their race.

Helping new teachers pay off their student loans may be a worthy endeavor for public school districts. But excluding white teachers is racist and unlawful. RIDE and PPSD’s exclusionary Program constitutes a pattern or practice of race discrimination in public employment, which violates Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.* (Title VII). The United States brings this action to end the unlawful Program and ensure that RIDE and PPSD stop racially discriminating against public school teachers.

### **JURISDICTION AND VENUE**

1. This court has subject matter jurisdiction over this action under 42 U.S.C. § 2000e-6(b) and 28 U.S.C. §§ 1331, 1343(a)(3), and 1345.
2. Venue is proper in the United States District Court for the District of Rhode Island pursuant to 28 U.S.C. § 1391(b) because a substantial part of the acts and omissions giving rise to this action occurred in this judicial District of Rhode Island.

### **PARTIES**

3. Plaintiff United States is expressly authorized to bring this action by Section 707 of Title VII, 42 U.S.C. § 2000e-6.

4. Defendant Rhode Island Department of Education (RIDE) is a governmental entity created pursuant to the laws of the State of Rhode Island.

5. RIDE is a “person” within the meaning of 42 U.S.C. § 2000e(a) and an “employer” within the meaning of 42 U.S.C. §2000e(b).

6. Defendant Providence Public School District (PPSD) is a governmental agency created pursuant to the laws of the State of Rhode Island.

7. PPSD is a “person” within the meaning of 42 U.S.C. § 2000e(a) and an “employer” within the meaning of 42 U.S.C. § 2000e(b).

### **FACTS**

8. In April 2019, Rhode Island Governor Gina Raimondo, Providence Mayor Jorge Elorza, and RIDE’s Commissioner of Education Angélica Infante-Green requested a review of PPSD’s performance of its educational functions.

9. In October 2019, RIDE issued an “Order of Control and Reconstitution” (Order) over PPSD pursuant R.I. Gen. Laws 16-7.1-5 due to a finding that PPSD was one of Rhode Island’s lowest-performing school districts. RIDE Order No. 19-089.

10. Under the Order, RIDE’s Commissioner took significant control of PPSD, including its budget, programming, and personnel.

11. RIDE exercises this control in collaboration with PPSD.

12. On April 15, 2021, PPSD, RIDE, and the Rhode Island Foundation (RIF), a private non-profit organization, entered into a memorandum of agreement establishing a student loan repayment program “dedicated to the recruitment and retention of teachers of color.” Ex. 1, Mem. of Agreement between the Providence Public School District, the Rhode Island

Department of Elementary and Secondary Education, and the Rhode Island Community Foundation, dated April 15, 2021 (MOA), at 1.

13. Defendants and RIF established the “Educator of Color Loan Forgiveness Program” (Program) pursuant to the MOA.<sup>1</sup>

14. RIF pledged to raise at least \$3,175,00.00 over at least five years to fund the Program. MOA, at 1.

15. RIF agreed to make student loan payments on a yearly basis for eligible teachers. MOA, at 1.

16. The Program is an “incentive” to “encourage teachers of color” to teach at PPSD. MOA, § 2.a.

17. The MOA obligates PPSD to “recruit and retain up to 127 teachers of color over five years . . . .” MOA, § 2.c.ii.

18. The Program aims to increase the diversity of PPSD teachers.<sup>2</sup>

19. The MOA limits eligibility for student loan repayment to “new teachers of color” employed at PPSD.

20. “New teachers of color” include teachers “in their first year of full-time (non-substitute) teaching in the District who identify as Black, Hispanic, Asian, American Indian, and/or 2 or more races.” MOA, § 2.c.i.

21. The MOA permits Defendants to give a preference to PPSD teachers who identify as black. MOA, § 2.c.i.

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<sup>1</sup> Educator of Color Loan Forgiveness Program, [Perma | www.providenceschools.org](https://www.providenceschools.org), (June 6, 2025).

<sup>2</sup> Building on Hope, Report on the Providence Public Schools’ Turnaround Action Program, at 8 (January 2025), [Perma | resources.finalsite.net](https://resources.finalsite.net) (Sept. 4, 2025).

22. PPSD created eligibility criteria for participation in the Program. *See* MOA, § 2.c.i.

23. PPSD made “new teachers of color” with a minimum of \$5,000 in student loans eligible Program applicants.

24. PPSD did not make teachers who identify as white eligible to participate in the Program.

25. Newly hired teachers of color accepted into the Program receive student loan repayment of up to \$25,000 in their first three years teaching in PPSD. MOA, § 2.c.ii.

26. Program participants receive up to \$6,000 in student loan payments after the completion of one year teaching in PPSD, up to \$8,500 after the completion of two years teaching in PPSD, and up to \$10,500 after the completion of three years teaching in PPSD. MOA, § 2.c.ii.

27. PPSD created an application to participate in the Program. *See* MOA, § 2.c.i.

28. The Program application requires applicants to provide their “Ethnicity,” with checkboxes to select from the following options: Black, Latinx, Asian/Pacific Islander, Indigenous American, Two or More, Other.

29. PPSD has received Program applications directly from applicants.

30. PPSD has reviewed Program applications and approved new teachers of color for the Program if they met the eligibility criteria: being a new PPSD teacher, being a teacher of color, and having a minimum of \$5,000 in student loans.

31. After approving candidates for the Program, PPSD has sent lists of approved applicants to RIF, which coordinates loan repayments to the Rhode Island Student Loan Authority for payment to the underlying loan providers.

32. PPSD began accepting applications for the Program in School Year 2021-2022.

33. PPSD accepted applications for the Program for at least four school years: School Year 2021-2022, 2022-2023, 2023-2024 and 2024-2025. On information and belief, the Program continues to operate on behalf of applicants accepted into the Program.

34. On information and belief, only applicants who identify as “teachers of color” have received student loan repayment funds through the Program.

35. On information and belief, during school years 2021-2022 to 2023-2024, PPSD hired 491 non-minority teachers, none of whom received student loan repayment funds through the Program.

#### **CLAIM – SECTION 707 OF TITLE VII**

36. The United States realleges and incorporates herein by reference the allegations set forth in all the above paragraphs numbered 1-35.

37. Since 2021, Defendants have engaged in a pattern and practice that discriminates against PPSD teachers who do not identify as “teachers of color” on the basis of race in violation of Section 703(a)(1) and (2) of Title VII, 42 U.S.C. § 2000e-2(a)(1) & (2) by offering and providing student loan repayment to “teachers of color” while excluding teachers who do not identify as “teachers of color” from the Program.

38. The United States, through the United States Department of Justice, has investigated the Defendants’ creation and use of the Program. The United States has notified Defendants of that investigation and the United States’ determination that the Defendants’ use of the Program described in paragraphs 12-35 is unlawful.

39. When the United States notified the Defendants of the investigation, the Defendants were actively engaged in discrimination in violation of Title VII through the Program, and they continue to engage in such discrimination.

40. Defendants' use of the Program described in paragraphs 12-35 is "a pattern or practice of resistance to the full enjoyment of" the right of PPSD teachers who do not identify as "teachers of color" to equal employment opportunities without discrimination based on race, in violation of Section 707 of Title VII, 42 U.S.C. § 2000e-6.

### **PRAYER FOR RELIEF**

WHEREFORE, the United States prays that this Court enter judgment against RIDE and PPSD and grant the following relief:

- a. A declaratory judgment that Defendants' pattern and practice related to the Program discriminate on the basis of race in violation of Title VII;
- b. A permanent injunction prohibiting Defendants, and their officers, agents, employees, successors, and attorneys, and other persons who are in active concert or participation with Defendants, from further violating Title VII by implementing the Program, or any other similar program, on the basis of race;
- c. An award of equitable relief to non-minority new PPSD teachers who were not eligible for the Program on the basis of race;
- d. An award of any applicable costs and fees; and
- e. An award of all such other additional relief as the interests of justice may require.

Dated: September 16, 2025

Respectfully submitted:

HARMEET K. DHILLON  
Assistant Attorney General  
Civil Rights Division

ERIC SELL  
Counsel  
Civil Rights Division

JEFFREY MORRISON  
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# EXHIBIT

# 1

**Memorandum of Agreement  
between the Providence Pubic School District,  
the Rhode Island Department of Elementary and Secondary Education, and  
the Rhode Island Community Foundation**

This Agreement (the "Agreement") is made and entered into this 15<sup>th</sup> day of April, 2021 by and between the Rhode Island Community Foundation, a not-for-profit Community Foundation organized and existing under the laws of Rhode Island, whose address is One Union Station, Providence, Rhode Island 02903 (the "Foundation"), the Providence Public School District, a division of local government, whose principal address is 797 Westminster Street, Providence, Rhode Island 02903 (the "District"), and the Rhode Island Department of Elementary and Secondary Education, a division of state government, whose principal address is 255 Westminister Street, Providence, Rhode Island 02903 (the "Department").

WHEREAS, the Foundation will raise funds of at least \$3,175,000 ("Grant Funds") pledged over at least five years from various donors on behalf of supporting a student loan repayment program of up to \$25,000 over three years for new teachers of color to the District; and,

WHEREAS, the District will recruit and retain up to 127 teachers of color over five years (approximately 25-26 per school year beginning with 2021-2022) with an incentive of up to \$25,000 in student loan repayment over the course of their first three years teaching in the district; and,

WHEREAS, the Foundation has agreed to disburse the approved amount of Grant Funds to the Rhode Island Student Loan Authority ("RISLA") on a yearly basis for student loan repayments to be made directly to loan providers for eligible teachers (see section 2ci below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and more fully set forth below, the parties do hereby agree as follows:

1. Responsibilities of the Foundation

- a. Establishment of Fund. The Foundation shall establish a Fund dedicated to the recruitment and retention of teachers of color. The Foundation will utilize this fund for donations made to support this student loan repayment program. The Foundation has received pledges in the amount of \$3,175,000 over the next several years. Additional fundraising may be pursued by the Foundation to support this initiative. All funds raised for student loan repayment will be used directly to support loan repayments for new teachers of color (as defined by eligibility in section 2ci).
- b. Disbursements. The Foundation shall make payments using Grant Funds to RISLA annually for eligible teachers identified and approved by the District. The Foundation will be responsible and pay all administrative fees to RISLA directly.

- c. Communications & Media Relations. The Foundation will lead communication and outreach efforts related to this work with input from the District. The District agrees that any and all inquiries from press or media sources regarding the Foundation's involvement under this Agreement shall be immediately referred to:

Chris Barnett  
Senior Public Affairs Officer  
Rhode Island Foundation  
1 Union Station  
Providence, RI 02903  
401-427-4055  
Email: CBarnett@RIFoundation.org

- d. Auditing. The Foundation shall conduct its annual audit per the Foundation's audit committee.
- e. No General Liability. No provision of this Agreement shall require the Foundation to expend or risk its own general funds or otherwise incur any financial liability in the performance of any of its obligations hereunder.
- f. Financial Records. The Foundation shall maintain all financial records related to the Project and/or Grant Funds according to Generally Accepted Accounting Principles.

## 2. Responsibilities of the District

- a. Project Implementation. The District shall be responsible for recruitment and retention efforts related to the recruitment of new teachers of color. Grant Funds may be used as an incentive to encourage teachers of color to teach in the District. For the purposes of these Grant Funds, teachers of color are defined as full-time (non-substitute) teachers providing classroom instruction who identify as Black, Hispanic, Asian, American Indian, and/or 2 or more races.
- b. Authorized Personnel. The District shall advise the Foundation in writing of the identity of the District personnel who are authorized to approve teachers eligible for this program. This individual will also be authorized to share any completed applications or eligibility requirements with the Foundation as deemed necessary.
- c. Approved Payees. The District's authorized personnel shall inform the Foundation in writing of approved teachers who are participating in this program annually. In addition, any changes in participants' employment status at the District will be shared with the Foundation.

- i. Eligibility. The District will create an eligibility criteria, along with application for participation in the student loan repayment program. If the number of eligible applicants is beyond the level of support available priority may be given based on financial need. A preference may also be given for individuals who identify as Black. The Foundation will be consulted in the development of these documents and reserves the right to provide final consent. Grant Funds will be available for new teachers of color to the District. For the purposes of these Grant Funds, new teachers of color are defined as being in their first year of full-time (non-substitute) teaching or their first year of full-time (non-substitute) teaching in the District who identify as Black, Hispanic, Asian, American Indian, and/or 2 or more races. In addition, the Foundation requests that Teach for America (TFA) candidates in Providence not be considered unless they remain in the District beyond their TFA commitment and meet all other eligibility requirements.
- ii. Terms of participation. The District shall monitor participant's eligibility to participate on an annual basis. The District shall recruit and retain up to 127 teachers of color over five years (approximately 25-26 teachers per year) beginning in the 2021-2022 school year. The final year of eligibility will be 2025-2026 (teachers in this cohort will continue to receive student loan repayment until 2027-2028). Individuals accepted into this program will be entitled to student loan repayment of up to \$25,000 over their first three years teaching in the District. The student loan repayment timeline is as follows:
  - Up to \$6,000 after the completion of one year of teaching in District
  - Up to \$8,500 after the completion of two years of teaching in District
  - Up to \$10,500 after the completion of three years of teaching in District
  - By participating in this program teachers agree to teach in the district for three consecutive years.

Teachers will be responsible for submitting appropriate loan details to RISLA. The District will work with RISLA and the Foundation to confirm all teachers' successful completion of the school year before funds are released to the loan provider.

The District also agrees to communicate the terms of participation with all teachers, including the fact that gifts made on the behalf of the teacher to pay student loans will be considered a taxable event. Teachers are encouraged to consult with a tax professional to understand any and all tax implications for student loan repayment.
- a. Reporting. The District will be responsible for reporting to the Foundation on overall efforts and progress related to the recruitment and retention of teacher of color. The following data will be required annually:
  - Number of new teachers of color hired (disaggregated by grade level and subject area)
  - Number of new teachers of color retained from year to year
  - Details on recruitment and retention efforts, including partnerships in place

- Details on all incentives and supports being offered to new teachers of color  
The Foundation reserves the right to request additional data throughout the grant period.

### 3. Term

a. Effective Period. This Agreement shall commence on the date of execution and shall expire on August 31, 2028.

b. Termination. The Foundation may terminate this Agreement (“Termination”);

(1) if the District fails to perform or observe any covenant of this Agreement and this failure is not remediated within fifteen (15) days after notice in writing; or

(2) if the Grant Funds are revoked.

### 4. Indemnification.

a. District & Foundation. The District and Foundation agree to jointly indemnify and hold harmless both parties, their agents, officers, servants, and employees, from any and all claims, demands, suits, and compromise, including attorneys’ fees, which may result from the negligence, willful misconduct, or intentional wrong of either parties, their agents, officers, servants, and employees.

### 5. Miscellaneous.

a. Status. All parties agree that at no time shall the terms of this agreement be interpreted or enforced in any way that is inconsistent with the tax-exempt status and charitable purposes of the Foundation

b. Captions. Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision.


c. Compliance. The District and the Foundation shall comply with all applicable federal and state laws and regulations.

d. Entire Agreement. This Agreement constitutes the entire understanding between the District and the Foundation with respect to the transactions contemplated herein, and this Agreement shall not be modified except in a writing executed by all parties hereto.

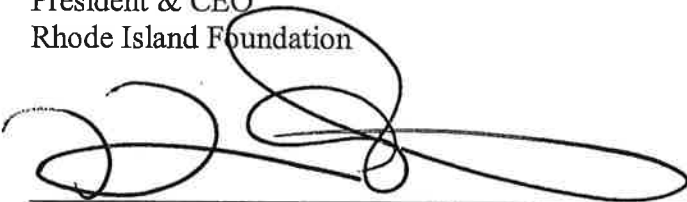
e. Severability. The invalidity, illegality, or unenforceability of any provision hereof shall not affect or impair any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the remainder of this Agreement shall be given full force and effect so far as possible.

- f. Notice. All notices regarding this Agreement must be addressed and sent to each signatory of this Agreement.
- g. Waiver. The failure of any party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict performance compliance in the future. No consent or waiver, expressed or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.


IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures:

  
\_\_\_\_\_  
Neil Steinberg,  
President & CEO  
Rhode Island Foundation

5/4/21  
Date

  
\_\_\_\_\_  
Harrison Peters,  
Superintendent  
Providence Public School District

4/19/2021  
Date

  
\_\_\_\_\_  
Angélica Infante-Green, Commissioner  
Commissioner  
Rhode Island Department of Elementary & Secondary Education

4/23/21  
Date