



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office**

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FINAL DETERMINATION

Ameer Benno
c/o Legal Insurrection Foundation
18 Maple Avenue, # 280
Barrington, RI 02806

[Charging Party]

v.

Providence Public School District
Attn. Charles Ruggerio, Esq.
797 Westminster Street
Providence, RI 02903

[Respondent]

Re: Ameer Benno v. Providence Public School District
EEOC Charge Number 523-2023-01383

Dear Parties:

On behalf of the U.S. Equal Employment Opportunity Commission ("Commission"), I issue the following determination on the merits of the subject charge filed under Title VII of the Civil Rights Act of 1964, as amended (Title VII). Respondent is an employer within the meaning of Title VII. All requirements for coverage have been met.

Charging Party claims that since 2021, Respondent has engaged in a pattern and practice of employment discrimination on the basis of race, color and national origin. Charging Party alleges that Respondent engaged in a pattern and practice of denying the hiring and offering of favorable terms and conditions of employment to applicants and employees on the basis of their race, White. Charging Party further alleges Respondent offered favorable terms and conditions of employment through its student loan forgiveness program titled the "Educator of Color Loan Forgiveness Program," that was limited to newly hired non-White employees.

Respondent denies engaging in any unlawful discrimination under Title VII. Respondent claims that Charging Party does not have standing to file a complaint because Charging Party is not an aggrieved individual or victim to any adverse employment action by Respondent. Respondent further denies that Respondent engaged in any discriminatory actions because the "Educator of Color Loan Forgiveness Program" is a grant program funded and administered solely by a third-party foundation and is not part of Respondent's hiring and employment process to recruit qualified educators of all races and nationalities. Respondent maintains that the Educator of Color Loan Forgiveness Program serves as an incentive to encourage additional applicants to

apply for vacant teaching positions.

The evidence obtained by the Commission shows that in April 2021, Respondent entered into an agreement with the Rhode Island Department of Elementary and Secondary Education and a third-party foundation for Respondent's recruitment and retention of new teachers of color. The evidence obtained during the investigation establishes that Respondent entered into a Memorandum of Understanding regarding the implementation of the Educator of Color Loan Forgiveness Program with the Rhode Island Department of Elementary and Secondary Education and a third-party foundation on May 4, 2021. The evidence shows that Respondent advertised the Educator of Color Loan Forgiveness Program on job postings and on its website to recruit and hire non-White teachers. The evidence reveals that Respondent's Educator of Color Loan Forgiveness Program pays for student loans up to \$25,000 for a period of three years solely for "new teachers of color."

The evidence obtained during the investigation establishes reasonable cause to believe that Respondent engaged in unlawful discrimination against a class of White applicants and employees who applied and were hired by Respondent in a teaching position for five academic years starting with the 2021-2022 school year based on their race, color and national origin, in violation of Title VII, as amended.

This determination is final. Title VII requires that, if the Commission determines that there is reasonable cause to believe that violations have occurred, it shall endeavor to eliminate the alleged unlawful employment practices by informal methods of conference, conciliation, and persuasion. Having determined that there is reason to believe that violations have occurred, the Commission now invites Respondent to join with it in an effort toward a just resolution of this matter. Please contact Equal Opportunity Investigator [REDACTED] at [REDACTED] within ten days upon your receipt of this letter to indicate your willingness to participate in EEOC's conciliation program to address the violation noted in this letter of determination.

Disclosure of information obtained by the Commission during the conciliation process may only be made in accordance with Title VII and the Commission's Procedural Regulations. The confidentiality provisions of Sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation.

If Respondent declines to enter into conciliation discussions, or when the Commission's representative is unable to secure an acceptable conciliation agreement, the Director shall so inform the parties, advising them of the court enforcement alternatives available to aggrieved persons and the Commission.

On behalf of the Commission:

Feng An, Kenneth
Feng An, Kenneth J.D.
Director
Boston Area Office

July 24, 2025
Date