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FOR IMMEDIATE RELEASE

Federal Court Finds Archdiocese of Los Angeles Violated the Americans with Disabilities Act by Refusing to Renew the Contract of a Blind High School Teacher after 14 Years of Employment.

In an order entered on October 25, 2006, United States District Judge Stephen G. Larson, of the Central District of California, ruled that the Archdiocese of Los Angeles Education & Welfare Corporation and Daniel Murphy Catholic High School violated Plaintiff Jeffrey Jenkins' rights under the Americans with Disabilities Act ("ADA") when they refused to renew his teaching contract after 14 years of dedicated employment. See Jeffrey Jenkins v. Daniel Murphy Catholic High School et al, USDC Case No. CV 05-00623 SGL.

From 1990 through 2004, Jeffrey Jenkins, who is completely blind, taught religion and social studies at Daniel Murphy Catholic High School, with the assistance of a sighted teacher's aide. Mr. Jenkins was well regarded by faculty and students alike, who dedicated the 2002 yearbook to him. In April 2004, the school refused to re-new his teaching contract for the 2004-05 year. The Defendants contended that it was Mr. Jenkins' responsibility to find funding for his aide.

When Mr. Jenkins informed the school principal on April 22, 2004 that he had obtained a benefactor to pay for the aide, the school informed Mr. Jenkins that his contract would not be renewed because he had missed an April 15, 2004 deadline by one week (even though school was closed for Easter vacation on April 15, 2004). As the Court noted: "Instead of considering whether to renew plaintiff's contract upon being informed that plaintiff had secured funding, Principal Munoz adopted the position that it was too late and that there would be no further discussion regarding accommodating plaintiff's disability." In June 2004, the school placed an advertisement seeking a religion teacher (Mr. Jenkins' position) in the *Los Angeles Times*.

The District Court determined that the Defendants' actions in refusing to renew Mr. Jenkins' teaching contract violated the ADA. In particular, the Court held "Defendants' course of conduct is a disturbing example of an employer's blatant failure to engage in the interactive process envisioned by the ADA."

Plaintiff Jeffrey Jenkins is represented by Michael D. Seplow and Do Kim of Schonbrun DeSimone Seplow Harris & Hoffman LLP in Venice, California.

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The Court's ruling posted on the SDSHH website: www.sdshh.com and may be obtained from Do Kim Dkim@sdshh.com.