

DISCRIMINATION**ADA — Discrimination**

School should have provided sign interpreters, deaf plaintiff**Settlement** \$175,000**Case** Alexander Veman v. Kenneth William, individually and as director of adult education at Morris County School of Technology, James Rogers, individually and as Superintendent of Morris County School of Technology, Morris County School of Technology, Morris County Vocational School District, Dr. Thomas M. Kane, Superintendent of Schools and Morris County., No. 2:06CV2907**Court** U.S. District Court, District of New Jersey**Judge** Mara Falk**Date** 4/3/2008**Plaintiff****Attorney(s)**

Clara Smit, Clara R. Smith, Esq., East Brunswick, NJ

Defense**Attorney(s)**

Christina Silva, Lum, Drasco & Positan, LLC Roseland, NJ

Facts & Allegations

In the fall of 2005, plaintiff Alexander Veman, 24, a profoundly deaf resident of Rockaway Township, enrolled in adult classes at the Morris County School of Technology in Denville. Kenneth William was the school's director of adult education; James Rogers was the school's superintendent, and Thomas M. Kane, Morris County's superintendent of schools.

Veman intended to study heating, ventilation and air conditioning but encountered difficulty because the program did not offer sign language interpretation services and he communicated through sign language. Veman sued the school, Williams, Kane, and the county for discrimination. He claimed that the school had failed to provide required interpreting services in the classroom. His counsel argued that the federal Americans with Disabilities Act, New Jersey Law Against Discrimination, and the Rehabilitation Act, schools were specifically required to provide reasonable accommodation, such as interpreters for the deaf.

The school countered that it attempted to accommodate Veman's request by trying to acquire a voice recognition device through the state Division of Vocational Rehabilitation. It took longer than expected and when it did arrive the device did not work properly. It also attempted to hire an interpreter and placed ads in online and print venues seeking to hire a full-time interpreter but found it difficult to locate one.

After the suit was filed, the school hired an interpreter but Veman contended that the interpreter did not arrive for 2 1/2 months and was assigned only from 8 a.m. to 12 noon even though the school day ended at 2 p.m. The school countered that the afternoon educational period was for hands-on training and the school did not believe an interpreter was necessary.

The claims against Kane were dismissed by stipulation early in the litigation.

Injuries/Damages

Veman sought money damages for the failure to provide interpretation services in the classroom. He also sought to require the school provide sign language interpreters. In the end, he had to retake the coursework at another school that did provide an interpreter. He later became employed in the heating/air conditioning field.

Result

The parties settled the matter for \$175,000. Additionally, the settlement required school to post signs to alert deaf students and staff of the school's responsibility to provide interpreters. It also required the school to set up procedures to ensure that all possible efforts are made to obtain an interpreter when requested.

Plaintiff(s)

Alexander Veman

\$175,000 plaintiff's total award

Demand None reported

Offer None reported

Insurer(s)

None reported

Plaintiff**Expert(s)**

None reported

Defense**Expert(s)**

None reported

Post-Trial

None reported

Editor's Note

This report includes information provided by plaintiff's and defense counsel.

Plaintiff(s)**Demographics**

Alexander Veman

Age: 24 Years

Occupation: vocational student

Gender: Male

Married: None reported

Children: None reported

Children Description: None reported

Written By –Eddie Vega