

# Policy for Requesting Disability Accommodations

Last Approved: 05/26/2026

## I. Purpose

- A. Georgetown University Law Center (Georgetown Law) is committed to providing equal opportunity in its educational programs and services. Central to that mission, the Office of Accessibility Services works in partnership with Georgetown Law faculty, staff, students, and applicants to create environments that are accessible to individuals with disabilities.
- B. Georgetown Law prohibits discrimination, harassment, and retaliation on the basis of disability.
- C. Students and applicants with disabilities may be eligible for reasonable accommodations or modifications in accordance with Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title III of the Americans with Disabilities Act (ADA), as amended (ADAAA), to provide access to Georgetown Law programs, services, and activities.

## II. Scope and Applicability

- A. This Policy applies to Students, as defined below, in their capacity as students.
- B. This Policy applies to Applicants, as defined below.
- C. For Student employees seeking accommodations related to their employment, OAS will consult with or refer the Student to the Office for Equal Opportunity Compliance (OEOC) regarding accommodations that impact student employment.

## III. Definitions

- A. All capitalized terms in this Policy have the following meanings:
  - 1. Academic Requirement means an activity that is required for completion of an academic class, program, or clinic or non-clinical experiential course, including but not limited to an assignment, examination, assessment, class participation, or class attendance.

2. Accommodation means any reasonable:
  - a) Modification or adjustment to policies, practices, or procedures, including but not limited to the learning environment or to the manner or circumstances under which an Academic Requirement, Activity, or Service is customarily performed that permits a Qualified Individual with a Disability to participate in the Academic Requirement, Activity, or Service and enjoy the benefits and privileges afforded to similarly situated Students or Applicants; and/or
  - b) Provision of Auxiliary Aids and Services necessary for a Student to participate in Georgetown Law's or Georgetown University's Academic Requirements, Activities, or Services or for an Applicant to participate in the admissions application process.
3. Accommodation File means the Registration Form, any communications between the Student or Applicant and OAS, any decision from a Fundamental Alteration review, any decision or updated decision regarding the requested Accommodations, any appeal, and decision of the appeal.
4. Activity means an organized activity that is made available to Students outside of Georgetown Law's classes, and includes, but is not limited to, student run clubs and organizations, journals, moot court, and advocacy groups.
5. Administrator means the staff member who has the authority to represent the academic program (in whole or in part), supervises an Activity in which an Accommodation is sought, or is the head of the department or office that provides a Service in which an Accommodation is sought.
6. Applicant means any individual who has formally initiated the admissions application process of seeking entry into a degree-granting program, non-degree program, certificate program, or credit-bearing course offered by Georgetown Law. This definition does not include individuals who have expressed interest but have not taken formal steps to apply, individuals who meet the definition of Student, or individuals seeking employment at Georgetown Law.
7. Associate Dean means the Associate Dean for Clinics and Experiential Learning or designee, if an experiential course is at issue, or the Associate Dean for Academic Affairs or designee, if a non-experiential course is at issue, who is responsible for determining whether a requested Accommodation will result in a Fundamental Alteration, subject to consultation, as described below. If an assertion of a Fundamental Alteration pertains to both an experiential course and a non-experiential course, the Associate Deans will confer and designate one of them to resolve the issue in its entirety. In this case, the Associate Dean who is reviewing the issue may confer with the other Associate Dean, if needed.
8. Auxiliary Aids and Services include qualified interpreters, audio recording, or other effective methods of making verbally delivered materials available to individuals who are deaf or hard of hearing and visually delivered materials available to individuals

who are blind or have low vision; acquisition or modification of equipment or devices; and other similar services and actions.

9. Business Day is any day which is not a Saturday or Sunday or day that the University is closed, such as holidays or other day that the University announces that it is closed.

10. Disability means a physical or mental Impairment that substantially limits one or more of the Major Life Activities of the Student or a record of having such an Impairment. Disability status is determined by OAS on a case-by-case basis based on information provided by the Student, the documentation from the Provider, and the Interactive Process.

11. Essential Functions of an Activity means the requirements that are necessary to perform, engage in, or allow access to the Activity.

12. Essential Functions of a Service means the requirements that are necessary to perform the Service or allow individuals to access the Service and/or the functions required by local, state or federal law or regulation to receive or access the Service.

13. Essential Objectives means the core learning outcomes and objectives, including skills, knowledge, and licensure or certification requirements, that all students must demonstrate, with or without accommodations, which are part of the interconnected curriculum requirement of the program or in a particular course.

14. Faculty Member means the faculty member(s) for the class in which an Accommodation is sought.

15. Fundamental Alteration or Fundamentally Alter means a change that is so significant that it alters the essential nature of a course, curriculum, program, Activity, or Service, including but not limited to:

- a) Requiring substantial modification to the nature of the course, curriculum, program, Activity, or Service;
- b) Lowering an academic standard;
- c) Removing or waiving acquisition of a skill that is considered to be an essential requirement of the course, curriculum, program, or Activity;
- d) Removing or waiving acquisition of a skill that is directly related to the health and safety of the Student or others or engaging in an Activity or receiving or obtaining a Service in a manner that could adversely impact the health and safety of the Student or others;
- e) Removing or waiving requirements that are directly related to the Student's ability to qualify for licensure or certification in the field;
- f) Removing a requirement that is necessary to perform the Service or allow individuals to access the Service and/or the function is required by local, state, or federal law or regulation to receive or access the Service; and/or

g) Being inconsistent with professional ethical obligations to clients or other third parties that apply to attorneys or Students supervised by attorneys.

16. Health or Safety Risk means a significant risk to the health or safety of the individual or others that cannot be eliminated or reduced to an acceptable level by an Accommodation (sometimes referred to as a “direct threat” under the law).

17. Impairment means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine and any mental or psychological disorder, such as an intellectual disability, organic brain syndrome, emotional or mental illness, specific learning disabilities, and attention disabilities.

18. Interactive Process means a cooperative dialogue between OAS and the Student or Applicant and/or the Provider (with the Student’s or Applicant’s consent) through meetings, telephone calls, emails, and/or through electronic means aimed at understanding whether the Student or Applicant is a Qualified Individual with a Disability, the functional limitations caused by the Disability and based on the circumstances, to identify any Accommodations that may address those limitations.

19. Letter of Accommodation means the communication issued by OAS, approving specific Accommodations for a Student or Applicant. The Letter of Accommodation will not include the Student’s or Applicant’s Disability or diagnosis but will provide the information necessary for faculty or staff to implement the approved Accommodations.

20. Major Life Activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, working, the operation of a major bodily function, including functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions, or the operation of an individual organ within a body system.

21. OAS means the Office of Accessibility Services, which is responsible for receiving Student or Applicant requests for Accommodations on the basis of a Disability, engaging in the Interactive Process, and making a determination regarding whether to approve or deny Accommodations or offer alternative Accommodations to the Student. OAS may also be involved in implementing Accommodations and/or facilitating the implementation of Accommodations by faculty, staff, or vendors.

22. Provider means a licensed, treating professional who has expertise in, and direct knowledge of, the Student’s or Applicant’s Disability and the functional limitations caused by the Disability, including, but not limited to, doctors, psychiatrists, psychologists, nurses, physical therapists, occupational therapists, speech therapists, vocational rehabilitation specialists, mental health professionals, certified physician

assistants, nurse practitioners, social workers, and other appropriate professionals. The term, Provider, does not include individuals who are related to the Student or Applicant requesting the Accommodation by blood or marriage, including, but not limited to parents, grandparents, siblings, aunts, uncles, spouses, and other relatives.

23. Provisional Accommodation means an Accommodation that is approved on a temporary basis while the Student or Applicant obtains documentation to support eligibility for the Accommodation.

24. Qualified Individual with a Disability means a Student or Applicant who meets the academic and technical standards requisite to admission or participation in a program and can complete the Essential Objectives of a course or program or Essential Functions of an Activity or Service with or without an Accommodation. The term, Qualified Individual with a Disability, does not include Students or Applicants currently engaging in the illegal use, possession, or distribution of drugs, as defined in the Controlled Substances Act, 21 U.S.C. 801 *et seq.*

25. Questionnaire means a formal, structured instrument used to systematically gather and document information necessary to determine if a requested Accommodation would result in a Fundamental Alteration.

26. Service means a non-academic service provided by Georgetown Law or Georgetown University to Students.

27. Student means an individual who has applied, been accepted, and paid their deposit to attend Georgetown Law from the date the deposit was paid until the individual graduates, withdraws (voluntarily or involuntarily), or is dismissed from Georgetown Law or during the time period they are enrolled as a non-degree seeking student. Where a student, including clinical teaching fellows in the LLM program, is not required to pay tuition, they are considered a Student upon written acceptance of the offer of admission.

28. Temporary Condition means a non-recurring medical condition of extended duration. Examples of Temporary Conditions include broken limbs, manual injuries, short-term mobility issues, concussions, and impairments resulting from surgical recovery.

29. Undue Burden means an action requiring significant difficulty or expense when considered in light of the nature and cost of the Accommodation in relation to the size, overall financial resources of the Georgetown University; the nature and structure of Georgetown University's operation; and the impact of the Accommodation on the operation of the facility.

#### **IV. Interactive Process for Requesting Disability Accommodations**

- A. In accordance with the ADA and Section 504 and their implementing regulations, Students and Applicants must self-identify to OAS in order to request Accommodations. Registration is a voluntary, confidential process and may occur at any time during the Student's course

of study or the Applicant's admissions application process.

- B. Upon request for Accommodations by a Student or Applicant, OAS will engage in an Interactive Process and determine whether to approve or deny the requested Accommodations and/or offer alternative Accommodations. No other staff or faculty member may approve or deny an Accommodation. If a Student or Applicant states that they need an adjustment or modification to an Academic Requirement, Activity, or Service, staff or faculty must forward the request to OAS and instruct the Student or Applicant to contact OAS if the Student or Applicant wishes to request an Accommodation.
- C. As part of this process, Georgetown Law requires that the Student or Applicant provide documentation from a Provider, such as medical, psychological or educational assessments, of the Impairment and functional limitations caused by the Disability that meets the Documentation Guidelines. OAS will consider many factors including, but not limited to, the nature of the Disability, documentation from the Provider, a Student's or Applicant's academic history, observations, interactions and discussions during the Interactive Process, history of accommodations, the unique characteristics of each course, program, Activity, or Service, the requested Accommodation(s), and any other documentation provided. A diagnosis alone does not automatically qualify a Student or Applicant for an Accommodation. Accommodations received at another institution are not binding on Georgetown Law. The costs of obtaining documentation are borne by the Student or Applicant. Students and Applicants are responsible for obtaining Disability documentation and for knowing and following the procedures established in this Policy.
- D. The decision to provide an Accommodation will be made at OAS's sole discretion following the Interactive Process. Georgetown Law is not required to provide attendants, individual devices, readers for personal use or study, or devices or services that are of a personal nature. OAS may deny a request for an Accommodation if it is determined that the requested Accommodation is not reasonable; could be addressed by a different reasonable accommodation; is not necessary to address the functional limitations caused by the Disability; or would cause an Undue Burden, Health or Safety Risk, or Fundamental Alteration of an Academic Requirement, Activity, or Service. If a requested Accommodation would cause an Undue Burden, Health or Safety Risk, and/or Fundamental Alteration, OAS will reasonably accommodate the Student's or Applicant's Disability to the extent that it can do so without causing an Undue Burden, Health or Safety Risk, or Fundamental Alteration, even though such a Disability Accommodation would be partial in nature.
- E. Requests for Accommodations are evaluated individually and will vary depending on the circumstances. In determining what type of Accommodation to provide, OAS will give primary consideration to the request of the Student or Applicant with a Disability but may explore possible alternative Accommodations. Where there is more than one reasonable and effective manner in which an Accommodation can be provided, Georgetown Law is not obligated to provide the Accommodation that is preferred by the Student or Applicant, and the determination regarding what type of Accommodation, if any, is made by OAS.
- F. Accommodations are not retroactive and will only be approved after receipt of a request with adequate documentation and review by OAS.

- G. Retaliation against a Student or Applicant for requesting an Accommodation is prohibited.
- H. All communications with OAS will occur through the Student's Georgetown University-issued email address. OAS will communicate with an Applicant through the email address provided by the Applicant to OAS. The Student or Applicant is responsible for responding to communications in a timely manner, and failure to do so may result in the request for Accommodations being denied due to lack of sufficient information or in delay in receiving a decision. OAS will provide a decision regarding the request for Accommodation to the Student in writing to the Student's Georgetown University-issued email address.
- I. OAS may publish guidelines, including general rules, recommendations, and/or instructions, which may include information about specific accommodations and relevant processes. Students, Applicants, faculty, and staff are responsible for reviewing and complying with those processes.

## **V. Process for Obtaining an Accommodation**

### **A. Registration Form and Documentation**

1. A Student requesting an Accommodation(s) should start by completing the Registration Form and submitting documentation from the Student's Provider that meets the Documentation Guidelines.
2. An Applicant who wishes to request an Accommodation(s) in the admissions process should start by requesting an Accommodation Registration Form from OAS at [accessibilityservices@georgetown.edu](mailto:accessibilityservices@georgetown.edu), which they will need to submit along with documentation from the Applicant's Provider that meets the Documentation Guidelines.
3. A Student or Applicant may also obtain a physical Registration Form and hand deliver or mail the Registration Form and documentation to:

Office of Accessibility Services  
Georgetown University Law Center  
600 New Jersey Avenue NW  
Hotung 3101  
Washington, DC 20001
4. For security purposes, OAS advises Students and Applicants not to send documentation to OAS via email; however, upon request, OAS may set up a mechanism for the Student or Applicant to upload documentation securely (*e.g.*, using a Box folder).
5. The Registration Form will include the option for the Student or Applicant to provide a Release of Information so that OAS may contact the Provider if needed during the Interactive Process.
6. Once on notice of a request for Accommodation, OAS will engage in the Interactive Process.

### **B. Timing of Request**

1. Students and Applicants should submit the Registration Form or contact the OAS

as soon as possible in order to ensure timely notice of the request for an Accommodation.

- a) It is the Student's responsibility to notify OAS with adequate time to engage in the Interactive Process so that OAS can make a decision regarding the requested Accommodations prior to the start date of the class, program, Activity, or Service, and to coordinate arrangements to implement approved Accommodations.
  - b) At a minimum, a Student must submit a Registration Form twenty (20) Business Days prior to the start of the class, Activity, or Service.
2. Registration Forms received by OAS less than twenty (20) Business Days prior to the start date of the class, program, Activity, or Service will be completed within a reasonable time but may not be completed by the start date, due to the need to engage in the Interactive Process as well as the volume of requests.
3. It is the Applicant's responsibility to notify OAS with adequate time to engage in the Interactive Process so that OAS can make a decision regarding the requested Accommodations during the application process and to coordinate arrangements to implement approved Accommodations.
4. An Accommodation Request seeking sign language interpreter services, materials in alternative formats, and/or similar assistive technology that is submitted less than twenty (20) Business Days prior to the start date are not guaranteed to be in place by the start date.
5. **Experiential Courses**
  - a) A Student enrolling in a clinic or non-clinical experiential course is advised to submit a Registration Form as soon as the Student is accepted into the course in order to permit sufficient time to complete the Interactive Process, which may include consultation with clinical faculty.
  - b) Please note that students engaging with courts, administrative agencies, internship, externship, or practicum hosts, and/or other third parties through clinic or non-clinical courses may need to apply to the court, administrative agency, internship, externship, and practicum host, and/or other third parties that have their own requirements and processes for obtaining Accommodations. Such entities may not approve requested Accommodations for experiences that are required in the clinic or non-clinical courses, which could constitute a Fundamental Alteration.
  - c) Students can consult with OAS or their faculty member to navigate external processes to obtain Accommodations and encourage Students to engage in those processes as soon as possible.
  - d) Some clinic and experiential courses may require Students to be available on short notice and not all deadlines can be determined in advance or controlled by the faculty member.



### C. Admissions Application Process

1. Georgetown Law is committed to providing equal access to the admissions application process.
2. An Applicant may request reasonable modifications or adjustments to the admission process.
3. OAS maintains disability-related documentation separate from the general admissions file and it is not considered in the evaluation of academic and program eligibility.
4. Qualification for an Accommodation(s) in the admissions process does not guarantee admission to Georgetown Law, nor does it waive the fundamental technical and academic standards required for the program.
5. If OAS grants an Accommodation(s) in the admissions application process, if accepted and enrolled at Georgetown Law, the Applicant must submit a new Registration Form, as set forth above, to seek any Accommodation(s) as a Student and Georgetown Law does not guarantee that an Accommodation(s) granted in the admissions application process will be the same Accommodation(s) that would be approved related to an Academic Requirement, Activity, or Service.

### D. Documentation Review

1. Requests are reviewed on an individualized, case-by case basis because each Student or Applicant, Disability, class, program, Activity, Service, and educational environment is unique.
2. OAS will determine whether the Student's or Applicant's condition qualifies as a Disability under the ADA or Section 504 and whether the Student or Applicant meets the definition of a Qualified Individual with a Disability.
3. If so, OAS will consider the reasonableness of the requested Accommodations. In accordance with the Family Educational Rights & Privacy Act, 20 U.S.C. § 1232(g) and 34 C.F.R. Part 99 (FERPA), OAS may consult with faculty or staff as needed to consider the reasonableness of the requested Accommodations, explore alternative Accommodations, and determine whether the requested Accommodations would constitute an Undue Burden, Health or Safety Risk, or Fundamental Alteration.
4. If the documentation submitted is incomplete or is insufficient to support an Accommodation request, OAS will explain the reasons the documentation is not sufficient and may request additional information from the Student or Applicant and/or their Provider. Documentation may be insufficient if, for example, the Provider does not have the expertise to give an opinion about the Student's or Applicant's condition and the limitations imposed by it; the information does not specify the limitations caused by a Disability; the information does not state how the requested Accommodations relates to the limitations caused by the Disability; or other factors indicate that the information provided is not complete or credible or may be fraudulent.

- a) If OAS has a reasonable suspicion that the documentation is fraudulent, invalid, or otherwise intended to mislead Georgetown Law, OAS reserves the right to refer the matter to the Ethics Counsel for review under the applicable disciplinary code.
- b) If a Student does not have documentation, the Student is encouraged to meet with OAS to discuss possible referrals to a Provider.

#### E. Interactive Process

1. At any time, OAS may require the Student or Applicant to meet with OAS if OAS determines that a meeting is necessary as part of the Interactive Process. A Student's failure to attend a meeting may result in a delay in processing the Student's Accommodation Request.
2. OAS will determine whether the Student or Applicant is a Qualified Individual with a Disability.
3. If OAS determines the Student or Applicant is a Qualified Individual with a Disability, OAS will evaluate the Accommodation Request by taking any of the following actions:
  - a) Requesting that the Student or Applicant provide additional information about the Accommodation Request, including exploring reasonable alternatives to the requested Accommodations that may meet the Student's or Applicant's needs;
  - b) Requesting that the Student or Applicant permit OAS to speak with the Provider to seek clarification of the information provided or explore reasonable alternatives;
  - c) Determining whether the Accommodation request is reasonable and necessary to address the functional limitations of the Disability; and/or
  - d) Consulting with faculty or staff about whether the Accommodation request is reasonable and/or can be approved without creating an Undue Burden, Health or Safety Risk, or Fundamental Alteration.
4. Typically, the Interactive Process takes up to twenty (20) Business Days; however, more complicated Accommodation requests may take longer.
5. If OAS determines that additional documentation is needed, it is the Student's or Applicant's responsibility to provide the requested information within ten (10) Business Days of OAS' request for additional documentation. If additional documentation is not received within this timeframe, OAS may close the request until additional documentation is submitted. The Student or Applicant may request more time to obtain the necessary documentation.
6. If OAS determines that clarification is needed from the Provider and the Student or Applicant did not provide a Release of Information on the Registration Form, OAS may request that the Student or Applicant provide the Release of Information Form or OAS

will also accept the Provider's preferred release form as long as it is signed by the Student or Applicant and confirms the Student's or Applicant's consent for OAS to speak with the Provider. Please note that the need to follow up with a Provider may cause a delay in processing the request. A Student's or Applicant's refusal to permit OAS to speak with the Provider may result in an inability for OAS to evaluate the request for Accommodations.

7. Determining the Existence of an Undue Burden

a) In determining whether an Accommodation request poses an Undue Burden, OAS will consider the practical and financial impact on the overall resources of Georgetown University and the standards or structure of the class, program, Activity, or Service, including, but not limited to, the following relevant factors:

(1) The type of class, program, Activity, or Service for which the Accommodation is requested;

(2) The identifiable cost of the Accommodation in relation to the size and operating costs of Georgetown University, which include, but are not limited to: direct monetary costs; impairment of the safety of Georgetown Law or Georgetown University campus, employees, students, applicants, or the class, program, Activity, or Service; whether the requested Accommodation conflicts with a law; whether payment of premium wages, additional employees, or administrative costs would result in substantial increased costs to Georgetown University; and/or the impact on Georgetown Law contracts or agreements.

b) After considering this information, OAS will determine whether an Undue Burden would be created by approving the Accommodation Request.

8. Determining Whether a Health or Safety Risk Exists

a) OAS will consider whether providing the requested Accommodation causes or fails to mitigate a Health or Safety Risk to the Student or Applicant or others that cannot be eliminated or reduced to an acceptable level by an Accommodation or provision of Auxiliary Aids and Services.

b) The determination that an Accommodation poses a Health or Safety Risk must be based on an individualized assessment of the Student's or Applicant's present ability to safely engage in the Essential Objectives or Essential Function of the Activity or Service. This assessment must be based on a reasonable medical judgment that relies on the most current medical knowledge and/or on the best available objective evidence.

c) In determining whether providing an Accommodation to a Student or Applicant would pose a Health or Safety Risk, the factors to be considered include: the duration of the risk; the nature and severity of the potential harm; the likelihood that the potential harm will occur; and the imminence of the

potential harm.

9. Determining the Existence of a Fundamental Alteration

a) If the Faculty Member or Administrator believes that a requested Accommodation would result in the Fundamental Alteration of the Essential Objectives of a course or program or Essential Functions of an Activity or Service, the Faculty Member or Administrator must notify OAS.

b) Input from the Faculty Member or Administrator is important to the process for determining whether a requested accommodation would result in a Fundamental Alteration. OAS will ask the Faculty Member or Administrator to complete the Questionnaire or submit a written narrative to explain why they believe that the requested Accommodation would result in a Fundamental Alteration.

c) Within five (5) Business Days of OAS' request, the Faculty Member or Administrator must submit the completed Questionnaire or written narrative to OAS along with all relevant documents (as applicable), including, but not limited to:

(1) The course syllabus (please note that the syllabus is required to review a claim of Fundamental Alteration for any Accommodation related to an Academic Requirement);

(2) The academic or technical standards of the program;

(3) Any licensure or certification requirements in the field;

(4) Bylaws, constitutions, policies, procedures, rules, regulations, guidelines, or other documents related to the requirements to participate in an Academic Requirement, Activity, or Service that is published to the Georgetown Law community; or

(5) Other relevant information in support of the Faculty Member's or Administrator's position that the requested Accommodation would result in a Fundamental Alteration.

d) Unless approved for an extension by the appropriate Associate Dean, if a Faculty Member or Administrator does not submit the completed Questionnaire or narrative and information to OAS by the deadline, OAS will consider the assertion of Fundamental Alteration withdrawn and will move forward to implement the Accommodation.

e) Upon receipt of the completed Questionnaire or narrative and other relevant information, OAS will submit the information received to the appropriate Associate Dean and will notify the Student or Applicant that a Fundamental Alteration Review will take place and that implementation of the Accommodation will be paused until the Fundamental Alteration Review is completed and if possible, offer alternatives, in consultation with the Faculty

Member or Administrator, while review is pending.

- f) The Associate Dean will consult with an OAS staff member and:
  - (1) For a course or program, with a faculty member with knowledge in the relevant subject matter or related field, who is not the Faculty Member for the course at issue and when identifying information is necessary to consider the Fundamental Alteration assertion, not a faculty member for a class in which the Student is currently enrolled;
  - (2) For an Activity or Service, with a staff or faculty member with knowledge of the relevant Activity or Service, who is not the Faculty Member or Administrator of the Activity or Service at issue.
- g) The Associate Dean will provide faculty or staff members who are consulted with training materials on the ADA and Section 504, which they must review prior to consulting regarding a claim of Fundamental Alteration.
- h) The Associate Dean may gather additional information or documents from the Student or Applicant or the Faculty Member or Administrator or consult with other knowledgeable faculty, staff, or administrators as deemed relevant by the Associate Dean. If a course waiver or substitution is requested as an Accommodation, the Associate Dean may consult with Georgetown Law's Academic Standards Committee, as needed.
- i) To the extent possible, the Associate Dean will avoid providing personally identifiable information about the Student or Applicant while consulting with others at Georgetown Law or the University.
- j) The Associate Dean, in consultation with OAS and the individuals described above, will engage in a careful, thoughtful, and rational review of whether the requested Accommodation will Fundamentally Alter the Essential Objectives or Essential Functions.
- k) If there is a finding that the requested Accommodation would result in a Fundamental Alteration, the Associate Dean, in consultation with OAS and the individuals described above, will consider alternatives that would not result in a Fundamental Alteration.
- l) The Associate Dean will issue a written decision to OAS, which will include the reasons for the findings and any alternatives that may be offered to the Student as part of the Interactive Process.
- m) OAS will provide a copy of the decision to the Student or Applicant, will maintain a copy of the decision with the Student's Accommodation File, and will engage further in the Interactive Process with the Student or Applicant, as needed.
- n) If the requested Accommodation is denied on the basis of Fundamental Alteration, the decision cannot be appealed but can be grieved by the Student as

set forth in the grievance procedures referenced below.

F. Accommodation Determination

1. Following documentation review and engaging in the Interactive Process, OAS will email the Student or Applicant one or more of the following:
  - a) A Letter of Accommodations, stating:
    - (1) Student's or Applicant's name;
    - (2) A list of the approved Accommodation(s); and
    - (3) An expiration date(s) for the approved Accommodations.
  - b) A proposed alternative Accommodation(s); and/or
  - c) A denial of some or all of the request for Accommodation(s), the reasons for the denial, and notice of the Student's or Applicant's right to appeal.
2. Proposed Alternative Accommodations
  - a) If the Student or Applicant accepts the alternative Accommodation(s) offered by OAS, OAS will email the Student or Applicant a Letter of Accommodations.
  - b) If the Student or Applicant does not accept the alternative Accommodations offered by OAS, the Student or Applicant may propose a different alternative Accommodation for OAS to consider, and if accepted, OAS will email the Student or Applicant a Letter of Accommodations.
  - c) If OAS and the Student or Applicant cannot reach an agreement on an alternative Accommodation(s), OAS may send a denial to the Student or Applicant, the reasons for the denial, and notice of the Student's or Applicant's right to appeal.
3. Duration of the Accommodation
  - a) If an Accommodation is approved, the decision will specify an expiration date for the Accommodation, which will generally be granted for the semester in which it is requested.
  - b) A decision to approve an Accommodation applies only to the Academic Requirements, Activities, or Services for the time period approved and does not constitute a policy or universal decision for future Accommodations.
  - c) Students must renew their Accommodations each semester by logging on to the online portal with their Georgetown credentials and follow the process to renew Accommodations. No further documentation is needed unless the Student is requesting different or additional Accommodations.
  - d) Students are requested to submit their renewal request at least twenty (20) Business Days prior to the beginning of a semester. To request an Accommodation in a clinic or non-clinical experiential course, we advise that the

Student submit their renewal request as soon as the Student is accepted into the course which may be as early as the academic year prior to the semester that the Accommodation is needed.

e) If a Disability is expected to be temporary, an Accommodation may be provided for a fixed period, with the possibility of extension, if needed by the Student.

## **VI. Testing Accommodations**

- A. As with all reasonable accommodations, the purpose of testing accommodations is to provide Students an equitable opportunity to demonstrate knowledge of the course material being assessed.
- B. Testing accommodations are not a guarantee of improved performance, test completion, or a particular outcome.
- C. Exams Administered by the Office of the Registrar
  - 1. The Office of the Registrar administers exams for the following exam periods: Mini Course Exams, Legal Practice Exams, Final Exams, Week One Exams, and Summer Exams. Students requesting a deferral of an exam administered by the Office of the Registrar must follow the [Exam Conflicts and Exam Deferral Policy](#), in all cases, regardless of whether OAS has approved accommodations.
  - 2. Students who need a change to the date of a scheduled exam that is administered by the Office of the Registrar due to a flare up of a Disability or unanticipated medical issue occurring immediately preceding or during the Exam Period must submit a request to the Registrar's Office under the [Exam Conflicts and Exam Deferral Policy](#).
- D. Restructure of the Exam Schedule
  - 1. Students who are seeking an ongoing Accommodation to restructure their exam schedule due to a Disability that impacts their ability to take exams as scheduled must follow the procedures set forth above for requesting an Accommodation.
  - 2. If approved for changes to the Student's exam schedule, OAS will consult with the Registrar's Office to restructure the exam schedule.
  - 3. Students who need this type of Accommodation should submit their request as soon as possible after the start of the semester and should not wait until the exam schedule is published.
- E. Assessments Administered by the Faculty. A Student requesting to change the date for a specific quiz, assessment, mid-term exam, or other examination (collectively, "Assessments") administered by an individual faculty member outside of the Office of the Registrar must contact OAS to determine an alternate date for each Assessment for which they need an extension.
- F. Prohibition on Contacting Faculty Regarding Testing Accommodations. Due to Georgetown Law's policy on anonymous grading, students requesting to change the date of an

anonymously-graded Assessment on the basis of their Disability must not contact the faculty member for the course to request a change to the Assessment or the date or time of the Assessment.

## **VII. Accommodation Implementation**

- A. Once a Student is approved for an Accommodation(s) by OAS, the Student can request that Accommodation(s) in as many or as few classes, Activities, or Services as they wish using the online portal.
- B. For types of Accommodations in which a faculty or staff member must be made aware of an approved Accommodation(s) for a particular student in order to implement the Accommodation for an Academic Requirement, Activity, or Service, when the Student selects the classes, Activities, or Services in the portal, the Letter of Accommodation will be sent to the relevant faculty member or staff for each class, Activity, or Service selected by the Student.
- C. Due to anonymous grading, faculty will not be notified regarding testing accommodations, and the Students should not disclose that they have been approved for testing accommodations to faculty.
- D. If the Faculty Member or Administrator believes that implementing the Accommodation(s) would result in a Fundamental Alteration, the Faculty Member or Administrator must follow the Determining the Existence of a Fundamental Alteration Section above.
- E. Students approved for an Accommodation(s) should maintain proactive communication with the relevant faculty or staff for the successful implementation of approved modifications. For certain Accommodations, Georgetown Law encourages Students to consult with the faculty or staff member regarding parameters for how the approved Accommodation(s) will be implemented for the specific class, Activity, or Service.
- F. Faculty or staff are responsible for maintaining confidentiality and facilitating the implementation of approved Accommodations as outlined in the Letter of Accommodation, without written consent from the Student or Applicant.
- G. Any questions regarding the approval, modification process, or implementation of Accommodations should be directed to OAS immediately. OAS is available to help facilitate a conversation between the faculty or staff member and the Student or Applicant.

## **VIII. Accommodation Modifications**

- A. Because circumstances may change, faculty or staff should inform OAS if they have concerns or if concerns are brought to their attention regarding the ongoing effectiveness of an Accommodation.
- B. The Student or Applicant is responsible for promptly contacting OAS if they believe their approved Accommodations are not being implemented appropriately or are not effective and need to be modified.
- C. If the current documentation on file does not substantiate the need for the new or modified



Accommodation, OAS may request updated or additional documentation and/or a meeting with the Student and/or their Provider, subject to the Student providing a Release of Information.

- D. New documentation and all requests to change Accommodations must be provided at least twenty (20) Business Days before the Accommodation is to be implemented in order to allow sufficient time to engage in the Interactive Process.
- E. Georgetown Law reserves the right to modify a previously approved Accommodation if it subsequently poses an Undue Burden, Health or Safety Risk, or Fundamental Alteration. Before modifying an Accommodation, OAS will determine if there is an alternative Accommodation that would not pose an Undue Burden, Health or Safety Risk, or Fundamental Alteration.
- F. If OAS determines a modification is appropriate, OAS will send a new Letter of Accommodation or denial to the Student.

## **IX. Temporary Conditions**

- A. A Temporary Condition does not constitute a Disability for purposes of the ADA or Section 504 unless its severity is such that it results in a substantial limitation of one (1) or more Major Life Activities for an extended period of time. All such determinations should be made on a case-by-case basis, taking into consideration the severity and duration of the Impairment.
- B. If a Temporary Condition is expected to last less than three (3) weeks, the Student may contact the relevant faculty or staff to discuss short-term adjustments directly, except as related to an anonymously-graded Assessment.
  - 1. Faculty and staff may consult with OAS, if needed.
  - 2. If a Student is unsuccessful in obtaining reasonable adjustments from the faculty or staff, the Student may consult with OAS or the Dean of Students.
- C. If a Temporary Condition is expected to last more than three (3) weeks, the Student must follow the process set forth above to request an Accommodation(s).

## **X. Provisional Accommodations**

- A. OAS, in its sole discretion, may approve a Provisional Accommodation(s) to a Student or Applicant who submits a Registration Form who is unable to present current or complete documentation of their Disability to allow the Student or Applicant to receive an Accommodation(s) on a temporary basis while the Student or Applicant obtains the documentation that meets the Documentation Guidelines to support eligibility for an Accommodation(s). OAS may also approve a Provisional Accommodation for a trial period in order to see if the Accommodation would be effective in addressing the functional limitations of a Student's or Applicant's Disability.
- B. A Provisional Accommodation will not be approved for more than twenty (20) Business Days, unless an extension is approved by OAS due to extenuating circumstances beyond the

control of the Student or Applicant in obtaining the documentation.

- C. OAS will notify the Student or Applicant in writing of the Provisional Accommodations and the date it will expire if sufficient documentation is not received. The Student or Applicant is responsible for complying with the Accommodation Implementation Section with respect to a Provisional Accommodation(s).
- D. A Student or Applicant may request an extension of the Provisional Accommodation(s) by making a request to OAS and describing the extenuating circumstances in writing. Extension of a Provisional Accommodation is not guaranteed.
- E. Once the documentation is received, OAS will review the Registration Form in accordance with the procedures set forth above, and OAS will notify the Student or Applicant if the Provisional Accommodation(s) will be continued, modified, or ended in writing.

## **XI. Confidentiality and Record Keeping**

- A. Georgetown Law recognizes that disability-related information is sensitive thus takes significant precautions to keep all such information secure. Information submitted directly to OAS will not become part of a student's academic record or the Applicant's admissions record.
- B. Georgetown Law complies with FERPA with respect to the Accommodation File. Except as necessary to implement approved Accommodations, OAS treats the Accommodation File as confidential. Please note that FERPA does not apply to Applicants.

## **XII. Appeals Process**

- A. Grounds for Appeal
  - 1. An appeal must be based on one (1) or more of the following grounds:
    - a) Procedural Error: A specified procedural deviation from the procedures set forth above that would result in a different outcome of the request for Accommodation;
    - b) Arbitrary and Capricious Determination: The determination to deny the requested Accommodation was arbitrary and capricious, meaning it was made without rational basis or was not supported by the available information; and/or
    - c) Improper Undue Burden or Health or Safety Risk Determination: The determination to deny the requested Accommodation on the basis of Undue Burden or Health or Safety Risk was arbitrary, unsupported by evidence, or failed to adhere to the legal requirements for determining an Undue Burden or Health or Safety Risk under the ADA and/or Section 504.
  - 2. The Student or Applicant may not submit new or updated documentation from a Provider as a basis for appeal. Rather, if the Student or Applicant has new or updated documentation from a Provider, the Student or Applicant must submit that information to OAS with the Registration Form so that OAS may engage in the Interactive Process as

set forth above.

- B. Standard of Appeal: The Dean of Students or designee (“Dean of Students”) will review the appeal of an Accommodation decision using a “clearly erroneous” standard, which affords significant deference to the original decision.

- C. Appeal

1. If a Student or Applicant disagrees with or seeks clarification of the Accommodation decision, the Student or Applicant may appeal the decision by stating the grounds of the appeal and requesting a meeting with the Dean of Students within five (5) Business Days of receiving the Letter of Accommodation or denial of the Accommodation.
2. Upon receipt of the appeal, the Dean of Students will send a copy to the OAS Director or designee (“OAS Director”).
3. The OAS Director will provide the Accommodation File to the Dean of Students.
4. The Dean of Students will review the Accommodation File.
5. The Dean of Students will schedule a meeting with OAS and the Student or Applicant as soon as possible and in most cases within ten (10) Business Days of the Student’s or Applicant’s request.
6. During the meeting, the Student or Applicant will be given an opportunity to articulate the grounds for appeal and the reasons the requested Accommodation should have been approved. OAS will be given an opportunity to respond. The Dean of Students may ask questions of the Student and/or OAS.
7. The Dean of Students may consult with employees of the University as needed to make a decision on appeal.
8. The Dean of Students will apply the clearly erroneous standard of appeal to determine whether the appeal should be granted or denied in writing.
9. As soon as possible and typically within five (5) Business Days of the meeting, the Dean of Students will send a decision to the Student or Applicant in writing, upholding, modifying or overturning the original determination by OAS and will include the rationale. If the original decision is modified or overturned, the Dean of Students will state the Accommodation that is being approved in the decision and direct OAS to issue a Letter of Accommodation.
10. The decision of the Dean of Students is final.

### **XIII. Grievance Procedure**

- A. The University’s Office for Equal Opportunity Compliance (OEOC) reviews alleged violations of the University’s Equal Opportunity and Non-Discrimination in Education Policy, including allegations of unlawful discrimination or harassment on the basis of disability. The University encourages anyone who believes they have been subjected to unlawful

discrimination or harassment to report the incident and seek redress through OEOC's Grievance Procedures. A Student need not have exhausted Georgetown Law's appeals process to report concerns to OEOC. More information about OEOC's grievance process can be found on the [OEOC website](#).

- B. The following person has been designated to coordinate Georgetown University's compliance with Section 504:

Olabisi Ladeji Okubadejo  
Vice President for Equal Opportunity, Civil Rights, and Compliance  
Georgetown University  
M-36 Darnall Hall  
37th & O Streets NW Washington, DC 20057  
Telephone: (202) 687-4798  
Facsimile: (202) 687-7778  
Email: [oeoc@georgetown.edu](mailto:oeoc@georgetown.edu)

#### **XIV. Contact Information**

A Student has questions about requesting Accommodations or their rights under this Policy may contact OAS at [accessibilityservices@georgetown.edu](mailto:accessibilityservices@georgetown.edu).