

#### ADA Guidelines for Documentation of a Neurodiverse Disability-ADHD

Students requesting accommodations on the basis of attention deficit hyperactivity disorder must provide documentation by a licensed professional. Professionals who are qualified to provide documentation include: licensed clinical psychologist, neuropsychologist, psychiatrist and other relevantly trained professionals. Students are encouraged to provide their clinicians with a copy of these guidelines.

To initiate the accommodation review and determination process, appropriate documentation must include the following:

- A clearly written comprehensive statement of the disability diagnosed by a qualified professional trained in this area including current functional limitations and history of impairment relevant to academic functioning or any aspect of University life. Evidence of current impulsive/hyperactive or inattentive behaviors should be included.
- Neuropsychological or psychoeducational assessments needed to determine the current impact of the disorder on the individual's ability to function in an academic setting.
- A specific psychological diagnosis as per the most updated version of Diagnostic and Statistical Manual. Symptoms of hyperactivity/impulsivity which were present in childhood, and the current symptoms which have been present for at least the past six months and which impair functioning in two or more settings (e.g. school, work, and home) must also be identified.
- A clinical summary which: (a) indicates a barrier to access that substantially limits one or more major life activities based on the disability, (b) describes in detail the extent to which these limitations would impact the academic context for which accommodations are being requested.
- Documentation should be current, within three years, and must include a signature on professional letterhead.
- The University has the right to request additional documentation if the original documentation is incomplete or insufficient in determining a qualifying disability or reasonable accommodation(s).
- The University has the right to deny accommodations in the event that the request is deemed unreasonable, or presents an undue hardship.
- The University has the right to deny accommodations in the event that the documentation provided does not support the specific accommodation request in accordance with the ADA.
- Documentation must demonstrate a direct correlation between the diagnosed disability, the barrier to access caused by the disability, and the requested accommodation.
- Reasonable accommodations cannot fundamentally alter any program or course requirements.



• Any cost incurred in obtaining additional information must be borne by the student.

## **Service Animal Policy and Guidelines**

#### **Policy Statement**

Hofstra University is committed to accommodating individuals with disabilities in compliance with the Americans with Disabilities Act (ADA). Service Animals, as defined under ADA regulations, are permitted in University facilities and housing when they are necessary to enable individuals with disabilities to perform major life activities.

#### **Definitions**

**Owner**: The "Owner" refers to the individual with a disability who requires the assistance of a Service Animal.

**Service Animal**: A Service Animal is defined as a dog (or, in some cases, a miniature horse) that is individually trained to perform tasks directly related to the disability of the Owner. These tasks can include guiding individuals who are blind, alerting individuals who are deaf, pulling a wheelchair, or retrieving items for individuals with mobility disabilities. Service Animals are not pets, and their primary function is to assist individuals with disabilities.

## **Service Animal Policy for University Housing**

Students with Service Animals must submit documentation to **Student Access Services** to verify their need for the animal as a reasonable accommodation. Once approved, the Service Animal is allowed in all areas of University Housing where students are normally permitted.

#### **Procedure**:

To request the presence of a Service Animal in University Housing, students should follow these steps:

- Submit a Request for Reasonable Housing Accommodation to Student Access Services.
- Provide appropriate and current documentation from a licensed treating professional that demonstrates the need for the Service Animal as directly related to the individual's disability.
- Complete and sign the **Service Animal Agreement Form** provided by **Student Access Services**, including proof of the animal's current vaccinations and health records, signed by a licensed veterinarian.

### **Owners Responsibility for Service Animals:**

- 1. In accordance with local ordinances and regulations, the Service Animal must be immunized against diseases common to that type of animal. Students are responsible for routine healthcare and vaccinations in accordance with veterinary recommendations.
- 2. Proof of health and immunizations, signed by the treating veterinarian, must be provided to **Student Access Services** with this signed document for review. **Student Access Services** may request an updated health statement annually.



- 3. The Service Animal is required to have a tag that identifies the student owner and local contact information in case of emergency.
- 4. Dogs are required to wear a current rabies tag provided by the veterinarian that administered the immunization.
- 5. The Service Animal must be housebroken. The Owner is responsible for properly containing and disposing of all animal waste. Animal waste must be placed in a sturdy bag and tied securely before being disposed of in a designated outside trash receptacle. When the Service Animal is in public areas, it must be kept on a leash/lead or otherwise under the direct control of the Owner.
- 6. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the Service Animal and/or may be referred to the **Office of Community Standards**.
- 7. The Owner is responsible for instructing others on appropriate interactions with the Service Animal and setting clear expectations.
- 8. The Owner may be charged for any damage caused by his or her Service Animal. If it is necessary to call in pest control service because of the Service Animal, all costs incurred will be the responsibility of the Owner.
- 9. The Service Animal must respond to voice or hand commands at all times, and the Owner must be in full control of the Service Animal. To the extent possible, the animal should be unobtrusive to other individuals in the living environment.
- 10. Service Animals may not be left overnight in University housing to be cared for by any individual other than the Owner. If the Owner is to be absent from his/her residence hall overnight or longer, the animal must accompany the Owner.
- 11. For the safety and health of all, Service Animals must remain in their Owner's Residence Hall room, except when accompanying the Owner or performing tasks related to the Owner's disability.
- 12. The Owner will provide an emergency contact to **Residential Life**. The Owner identifies this individual as someone local who can care for the animal in case of emergency. Without this information, in the case of an emergency, the University will board the animal at the Owner's expense.
- 13. The student owner is responsible for ensuring that the Service Animal does not create persistent noise, odor, or other similar disturbances to other members of the University community.

## **Removal of Emotional Support Animal**

The animal may be removed from University housing if:

- 1. The animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
- 2. The animals presence results in a fundamental alteration of a University program
- 3. The Owner does not comply with the Owners Responsibilities set forth above
- 4. The animal or its presence creates an unmanageable disturbance or interference with the university community.



## **Service Animal Agreement**

# **Student Owner Information:** Last Name: First Name: Hofstra ID: Cell Phone: Guardian Information if student is under 18: First Name: Last Name: Hofstra ID: Cell Phone: Service Animal Information: Animal Name: Animal Type: Animal Breed: Local Emergency Contact Information: Full Name: Cell Phone: Address: Initial I verify that this Service Animal's crate is suitable to fit under the residence hall bed. See below for the maximum height requirements for our residence halls on campus: High-Rise Towers, The Netherlands Complex, Colonial Square Complex, and Stuyvesant: 31 inches or 78.74 centimeters • Nassau and Suffolk Halls: 27 ¾ inches or 70.48 centimeters \_ Initial I understand and agree that I am responsible at all times for all actions of my Service Animal, including any actions that cause bodily injury or property damage. I further agree to defend, indemnify, and hold harmless the University from and against any and all claims, loss, expense, damage, and liability resulting from injury and/or death of any person or damage to or loss of any property caused by my Service Animal. **Initial** I certify that I have attached proof of health and immunizations form signed by the Service Animal's treating Veterinarian and that I am responsible for the healthcare of the animal. By signing below, I certify that I have read this Service Animal Agreement, fully understand its terms, and agree to abide by and fulfill all responsibilities as outlined above. Student Signature: