

Volunteer Policy - Minors

Keck Graduate Institute, (KGI) encourages and supports volunteer service, recognizing the valuable contributions that volunteers make to the academic community. A volunteer may perform a variety of functions in support of campus activities such as assisting faculty and staff members with campus events, general office work, and research projects, providing volunteers are not assigned work that displaces a staff member, fills a vacancy or relieves a staff member of regular duties and responsibilities. Departments have the discretion to accept volunteer service in accordance with the conditions outlined in these guidelines.

KGI does not allow minors under the age of 16 to volunteer. Department management must obtain prior, advance approval from the Provost and Vice President of Academic Affairs or the President and Human Resources.

An individual who is a minor may volunteer with written consent from a parent or guardian prior to the start of the volunteer assignment. Written consent may be obtained by having the parent/guardian sign the Volunteer Registration Form, Liability Waiver and Release Form, and Authorization for Medical Treatment – Minor Form. See Volunteer Rights and Responsibilities below.

Any employee supervising or working with minors must ensure that volunteer paperwork is submitted and approved by Human Resources before the assignment begins.

Definition:

A volunteer at KGI is defined as an individual who freely offers their time and services to support campus activities without the expectation of compensation, future employment or any other tangible benefit.

Volunteers are not considered employees, independent contractors, or paid staff members under any circumstances. This distinction is important to ensure compliance with the AB5 Independent Contractor Law, which requires clear separation between volunteers and paid workers.

For the purposes of this policy, the following key characteristics clearly define a volunteer:

- **No Employer-Employee Relationship:** Volunteers are not subject to the same supervision, control, or requirements as employees or independent contractors. Volunteers are expected to work under minimal supervision and must have flexibility regarding their work schedules. Volunteers will not be expected to meet specific work hours or deadlines that are typical for paid employees.
- **Non-Compensated Role:** Volunteers are not entitled to any form of compensation, including wages, stipends, or other financial benefits. Volunteers may only receive reimbursements for specific, pre-approved expenses (e.g., travel or materials) that are incurred as part of their service.
- **No Work Substituting Paid Staff:** Volunteers should not be assigned work that replaces or fills positions normally performed by paid employees or contractors. Volunteers should not be responsible for performing core job functions that are critical to the operational needs of the department or institution.

Revised Date: June 2025
Administrator: Human Resources
Approval Authority: President's Cabinet

- **No Replacement of Full-time Employees:** Volunteers will not be asked to assume the responsibilities or tasks of full-time staff. Volunteers may assist with non-essential tasks (such as event support, administrative assistance, or research support), but staff duties cannot be assigned to volunteers, as doing so would imply a worker-employer relationship and could potentially result in AB5 violations.
- **Discretion in Service:** Departments at KGI have the discretion to accept volunteer service, provided that the duties assigned do not violate the above guidelines and are aligned with the volunteer's personal interests, educational goals, or professional development. All volunteer roles are limited in scope and are intended to support KGI's educational or community mission.

Who May Volunteer?

The Institute accepts volunteer service from retirees, students, alumni, trustees, community members and other individuals. A current KGI faculty and staff member may not become a volunteer at the Institute in any capacity in which he or she is employed at the Institute or which is similar to or related to the individual's regular work at the Institute, or under circumstances that suggest the decision to volunteer is not made freely.

Friends and/or family members of KGI faculty and staff members who wish to volunteer at the Institute may not be overseen by their respective family member.

All volunteers must establish proof of identity and citizenship or permanent residency as part of the volunteer onboarding process. If the volunteer is not a citizen or permanent resident of the United States, they must provide documentation of their visa status.

It is important to note that individuals holding a temporary visa may not serve as a volunteer in positions where others receive compensation or perform the same services that would typically require paid staff. Additionally, individuals with a pending H-1B visa application for employment at the Institute are not eligible to volunteer. This ensures that volunteers are not taking positions intended for paid employees, in accordance with federal immigration and employment eligibility laws.

Volunteer status at KGI is not intended to circumvent or defer compliance with federal immigration and labor laws. Volunteers will not be classified as employees, nor will their volunteer role replace any position that should be filled by a compensated employee.

Volunteer Rights and Responsibilities:

Volunteers and parents or guardians are required to complete and sign the Volunteer Registration Form, Liability Waiver and Release Form, and Authorization for Medical Treatment – Minor Form.

Volunteers at KGI are required to fully comply with all relevant institutional policies that govern their activities, behavior, and engagement within the KGI community. These policies include, but are not limited to:

- **Confidentiality:** Volunteers must adhere to strict confidentiality standards, ensuring the protection of sensitive, proprietary, or personal information encountered during the course of their service.
- **Financial Responsibility:** Volunteers must follow KGI's financial protocols and maintain transparency and accountability in any financial transactions or expenditures related to their volunteer duties.
- **Non-Discrimination and Harassment:** Volunteers are expected to uphold an inclusive and respectful environment, refraining from any form of discrimination, harassment, or retaliation, in alignment with KGI's Title IX and Policy Against Discrimination and Harassment.
- **Drug and Alcohol Use:** KGI maintains a zero-tolerance policy regarding drugs and alcohol for minors. Minors participating in volunteer activities are strictly prohibited from using, possessing, or distributing drugs or alcohol at any time while on KGI property or involved in any KGI-sponsored activity. Any violation of this policy will result in immediate removal from the volunteer program.
- **Code of Conduct and Conflict of Interest:** Volunteers are expected to maintain the highest ethical standards in all interactions and activities, upholding the integrity and values outlined in KGI's Code of Conduct and Conflict of Interest Policy.
- **Inventions and Proprietary Information:** Volunteers must recognize and adhere to KGI's Inventions and Proprietary Policy, which outlines the ownership of intellectual property and the protection of proprietary information created or encountered during their volunteer service. Any inventions, discoveries, or materials developed in connection with volunteer activities are subject to the guidelines set forth in this policy.
- **Acceptable Use Policy for Computing, Internet, and Network Resources:** Volunteers must abide by KGI's Acceptable Use Policy for Computing, Internet, and Network Resources, ensuring responsible and lawful use of computing, internet, and network resources in accordance with institutional guidelines.

Any violations of any of these policies would result in immediate removal from the volunteer program.

By agreeing to volunteer at KGI, individuals acknowledge their responsibility to conduct themselves professionally and in accordance with these policies. Adherence to these policies is vital to ensuring a safe, productive, and legally compliant environment for all members of the KGI community. Volunteers at KGI may be granted access to an institute email and accounts for the sole purpose of supporting research activities and academic collaboration with prior approval from the Cabinet Level Supervisor and Human Resources.

It is important to note that the use of KGI email systems and accounts does not establish an employer-employee relationship, nor does it imply any form of compensation or entitlement to employee benefits. Volunteers are expected to adhere to KGI's guidelines for appropriate use of institute technology and communication systems.

KGI assumes no responsibility for the security or misuse of any account(s) assigned to volunteers.

By signing this agreement, volunteers acknowledge their responsibility for safeguarding their access credentials and complying with the Acceptable Use Policy for Computing, Internet and Network

Revised Date: June 2025

Administrator: Human Resources

Approval Authority: President's Cabinet

Resources policy, which includes using a strong password to protect their account from unauthorized access and updating their password at least once every six (6) months. If a volunteer becomes aware of any unauthorized access or misuse of their account, they must promptly report it to KGI's IT Department and immediately change their password. Access will be granted exclusively for the duration of the volunteer's involvement and should be used for research and academic purposes related to their volunteer work.

This access is not intended for personal or unrelated business purposes and should be used in accordance with the Acceptable Use for Computing, Internet, and Network Resources policy. Failure to comply with this or any other KGI institutional policies may result in the discontinuation of the volunteer's service.

Volunteering at KGI is entirely voluntary and may involve inherent risks, including physical injury, illness, or property damage. By participating, volunteers and parents/legal guardians assume full responsibility for these risks and agree to release KGI, its trustees, officers, employees, and agents from any claims or liabilities arising from their volunteer activities. Volunteers and parents/legal guardians understand that their role does not entitle them to compensation, benefits, or any rights associated with employment.

Volunteers serve at the discretion of Keck Graduate Institute (KGI). The Institute reserves the right to modify or discontinue a volunteer assignment at any time, with or without notice or cause, as deemed necessary to meet institutional needs.

Department Responsibilities:

Department management is responsible for the following:

- Recruiting volunteers.
- Identifying and describing volunteer assignments.
- Completing and obtaining signatures on the Volunteer Registration Form, Liability Waiver and Release Form, and Authorization for Medical Treatment – Minor Form. The original form is sent to the Human Resources Office and a copy is maintained by the department (electronically or hard copy) in a secured file.
- Obtaining written consent from a parent or guardian for volunteers.
- Orienting and training volunteers in their responsibilities.
- Ensuring laboratory safety training, if applicable, is scheduled.
- Overseeing the volunteer.
- Reporting violations of policy, suspected abuse, or neglect of minors immediately to Human Resources.

Minors (Ages 16-17):

To ensure a safe and enriching experience for all, KGI has established guidelines specifically for volunteers under the age of 18. These guidelines are designed to align with federal and state labor laws and institutional safety protocols. Minor volunteers may participate in a variety of supervised activities that are

educational and non-hazardous in nature, and must have written consent from a parent or legal guardian prior to beginning any service.

Before a minor volunteer may begin their assignment at KGI, formal written approval must be obtained from the department head or principal investigator (PI), confirming that the proposed role complies with all applicable safety protocols and legal requirements. In addition, the Provost and Vice President of Academic Affairs or the President must review and approve the proposed duties, facility access, and supervision plans for the minor. Human Resources will not grant final authorization until written confirmation of these reviews and approvals are submitted.

In accordance with California labor laws, the following hour restrictions apply to minors aged 16 and 17:

When School is in Session:

- May volunteer up to 4 hours per day on school days
- May volunteer up to 8 hours per day on non-school days
- Maximum of 48 hours per week
- Permitted volunteer hours are 5:00 a.m. to 10:00 p.m.
 - May extend to 12:30 a.m. on days preceding a non-school day

When School is Not in Session (e.g., summer, winter, or spring break):

- May volunteer up to 8 hours per day
- Maximum of 48 hours per week
- Permitted volunteer hours are 5:00 a.m. to 12:30 a.m.

Minors must wear appropriate personal protective equipment (PPE) at all times in the lab, including a lab coat (flame-resistant when necessary), safety goggles or a face shield, nitrile gloves when handling any substance, and closed-toe shoes with long pants; all PPE must be properly fitted, provided, and maintained by the lab or institution.

Minors may not be assigned tasks that are hazardous or potentially detrimental, including pipetting human or animal samples, handling or disposing of chemical waste, entering cold rooms or freezers without supervision, or working with cryogenics such as liquid nitrogen.

Minors are not permitted to engage in the following activities:

- Manufacturing or storing explosives or explosive components
- Operating motor vehicles (e.g., forklifts, cars, vans, electric or gas carts)
- Operating machinery such as:
 - Circular saws, band saws
 - Power-driven metalworking or woodworking tools
 - Elevators and hoisting equipment
 - Packing or processing equipment
 - Hazardous paper product machinery
- Exposure to radioactive substances or ionizing radiation
- Participation in excavation, demolition, or roofing activities

- Tasks requiring personal protective equipment (PPE) not designed for minors or not available in appropriate sizes

Minors may be present in KGI laboratories only under carefully controlled and supervised conditions, and are not permitted in lab spaces outside of standard operating hours, including evenings, weekends, or holidays, unless special written authorization has been granted and direct adult supervision is provided.

Supervision Requirements:

- Minors must not work alone
- Direct supervision is required at all times by a qualified adult (e.g., PI or lab supervisor)
- "Direct supervision" means physically accompanying the minor during all lab activities

Minors are prohibited from working with:

- Particularly Hazardous Substances (PHS), including:
 - High-hazard chemicals (air/water reactive, potential explosives)
 - 4 liters or more of flammable materials
 - Acids with pH ≤ 3 or bases with pH ≥ 10
 - Highly toxic compounds (e.g., hydrofluoric acid, acrylonitrile, osmium tetroxide)
- Acutely toxic substances (e.g., potassium cyanide, arsenic):
 - LD50 oral ≤ 50 mg/kg
 - LD50 dermal ≤ 200 mg/kg
 - LC50 inhalation ≤ 200 ppm
- Controlled substances (Schedule I–V) or chemical precursors
- Carcinogens listed by OSHA, NTP, or IARC
- Reproductive hazards, such as mutagens or teratogens

Minors may not:

- Work with materials classified above BSL-2
- Be exposed to blood, body fluids, or infectious materials

Minors may only work with BSL-2 agents if they have:

- Completed all required training and medical clearance
- Reviewed KGI's Exposure Control Plan
- Completed training on bloodborne pathogens
- Reviewed California's Bloodborne Pathogen Standard
- Agreed to follow all lab-specific SOPs and PI instructions
- Agreed to immediately report all incidents or accidents
- Have documented parental/guardian consent

Minors may not operate or be exposed to:

- Machine shop tools, band saws, or laser cutters
- Autoclaves or any device that uses high pressure/temperature
- Gas cylinders (due to risk of burns, drops, or asphyxiation)
- 3D printers

Revised Date: June 2025

Administrator: Human Resources

Approval Authority: President's Cabinet

- UV light boxes
- Centrifuges
- Similar lab tools

To ensure the safety and accountability of minor volunteers while on campus, each individual is required to sign in and out daily with their assigned supervisor or designated staff member.

Minor volunteers are prohibited from driving themselves or others to any off-site assignments. Assigning minors to off-campus travel or errands should be avoided unless there is explicit written authorization from a parent or guardian, and the minor is accompanied and supervised at all times by a KGI employee. Parents or guardians are responsible for ensuring their child is picked up and dropped off at the designated locations; KGI does not provide transportation for minors. Supervisors must obtain and keep documentation of parental permission before any off-site activity involving minors and ensure proper adult supervision throughout the assignment.

Minors are not permitted to move freely across campus and must remain under direct supervision at all times, except in pre-approved, low-risk areas such as designated breakrooms. This structured oversight is essential to maintaining a secure and compliant volunteer environment.

I understand and agree that this policy is an agreement between the Institution and me, and I hereby agree to all the terms and conditions.

Minor Name: _____ Date: _____

Signature: _____

Department Supervisor Name: _____ Date: _____

Signature: _____

Volunteer Registration and Liability Waiver and Release

Keck Graduate Institute recognizes the importance of volunteerism, and it is our intention to foster the tradition of volunteerism through greater involvement on campus. Volunteers, including student volunteers, provide a valuable service to the Institute without compensation or other remuneration.

Section 1: Volunteer Registration (To be completed by department/volunteer)

Name of Volunteer: _____

Department: _____

Address: _____

Dates of Service: From: _____ To: _____

☐ Anticipated Hours Per Week: _____

OR ☐ Hours Will Vary Depending on Department Needs

Phone #: _____

Emergency Contact: _____

Services Provided:

☐ **Building Access Requested**

Reason _____

Revised Date: June 2025

Administrator: Human Resources

Approval Authority: President's Cabinet

Section 2: Liability Waiver and Release (To Be Completed By Parent/Legal Guardian)

I hereby acknowledge that I have read and understood Keck Graduate Institute (KGI)'s Volunteer Policy. I am the parent or legal guardian of the minor named below and consent to their participation as a volunteer at KGI. I understand that my child is not an employee of KGI, cannot act as its agent, and will not receive, nor do they expect, compensation or benefits of any kind for their volunteer services.

As the parent or guardian, I have read and agree that my child, and I on their behalf, will abide by and comply with the applicable rules, regulations, policies, practices, and instructions of KGI, including but not limited to those governing confidentiality, financial responsibility, Title IX and discrimination and harassment, drug and alcohol use, the Code of Conduct and Conflict of Interest Policy, the Inventions and Proprietary Policy, and the Acceptable Use Policy for Computing, Internet, and Network Resources. My child will use reasonable care in all that they do while volunteering.

I understand that my child may be granted access to KGI email or systems solely for the purpose of supporting research and academic collaboration, and only with prior approval from a Cabinet-Level Supervisor and Human Resources. I acknowledge that such access does not establish an employer-employee relationship, nor does it confer any entitlement to compensation, benefits, or continued access beyond the scope of the volunteer assignment.

I understand that volunteer activities carry inherent risks, including but not limited to injury, illness, property damage, or death. I voluntarily assume, on behalf of my child, all such risks related to their participation in volunteer activities or the use of KGI facilities and equipment. In consideration of the opportunity for my child to volunteer, I, on behalf of my child and our heirs, assigns, and representatives, hereby voluntarily and absolutely release, indemnify, and forever discharge KGI, its affiliated entities, trustees, officers, employees, agents, contractors, and insurers from any and all claims, liabilities, costs, expenses, or judgments, including attorney's fees and court costs, arising out of or related to my child's participation in volunteer activities, whether caused by the negligence (active or passive) of any of the released parties or otherwise.

I understand and agree that my child's volunteer service is at the discretion of KGI, and the Institute reserves the right to modify or discontinue the assignment at any time, with or without cause or notice. Failure to adhere to KGI's policies may result in the termination of the volunteer opportunity.

I also understand that, from time to time, KGI may authorize media personnel, journalists, or other individuals to take photographs, video, or audio recordings on campus. I hereby give my consent, on behalf of my child, for KGI and such authorized individuals to record, reproduce, publish, exhibit, and distribute my child's image, likeness, and/or voice for institutional purposes, including but not limited to educational, promotional, or informational use. I waive any right to compensation or further approval in connection with such uses and release KGI and its affiliates from any liability arising from such use.

This Waiver and Release shall remain in effect indefinitely unless terminated or modified in writing with the consent of KGI. If any provision of this agreement is found to be invalid by a court, the remaining provisions shall remain in full force and effect.

Parent/Guardian Signature

I acknowledge that I have carefully read and fully understand the terms and conditions outlined in this Volunteer Liability Waiver and Release. I voluntarily agree to these terms and provide my consent for my minor child to participate in volunteer activities at KGI.

Print Name: _____ Date: _____

Signature: _____

As the parent or legal guardian of the minor volunteer named below, I confirm that I have reviewed and understand the **Volunteer Liability Waiver and Release** provided by Keck Graduate Institute (KGI). I acknowledge and consent to my child's participation as a volunteer and understand the risks associated with such participation, including the potential for injury, illness, property damage, or other loss.

I hereby voluntarily agree, on behalf of myself, my child, and our respective heirs, representatives, and assigns, to release, indemnify, and hold harmless KGI, its trustees, officers, employees, agents, affiliates, and authorized representatives from any and all liability, claims, or damages that may arise from my child's volunteer activities, whether resulting from negligence or otherwise, to the fullest extent permitted by law.

I further acknowledge and accept that my child's participation is strictly voluntary, that no employment relationship is established, and that KGI reserves the right to discontinue or modify the volunteer assignment at any time.

By signing below, I affirm that I have read and understood this acknowledgment and the associated waiver, and I consent to the terms outlined therein.

Print Name: _____ Minor Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____

Section 3: Authorization for Medical Treatment - Minor (To Be Completed By Parent/Legal Guardian)

I, the undersigned parent or legal guardian of _____, a minor, hereby authorize Keck Graduate Institute (KGI), its representatives, staff, or attending medical personnel to act on my/our behalf to consent to the following in the event that medical treatment is deemed necessary during my child's participation in volunteer activities at KGI:

- X-ray examinations, anesthesia, medical or surgical diagnoses, procedures, or treatment, and hospital care as advised and performed by a licensed physician or surgeon pursuant to California Business and Professions Code §2000 et seq.
- Dental X-ray examinations, anesthesia, procedures or treatment, and hospital care as advised and performed by a licensed dentist pursuant to California Business and Professions Code §1600 et seq.

This authorization is intended to ensure that necessary and appropriate medical or dental treatment may be administered without delay based on the judgment of qualified healthcare professionals. It is given pursuant to California Family Code §6910.

I further authorize any hospital or medical facility providing such care to contact me (the parent/legal guardian) prior to releasing my child from care. No release to a Keck Graduate Institute (KGI) representative shall occur unless verbal or written consent is provided by me at the time of discharge. KGI staff may remain with the minor during treatment and assist with communication, but custody of the minor post-treatment will not transfer to KGI without my explicit authorization.

I understand and agree that all medical or dental expenses incurred are the sole responsibility of the parent(s) or legal guardian(s), and not KGI.

This authorization shall remain valid until the minor's 18th birthday or until revoked in writing by the parent/guardian and acknowledged in writing by KGI.

By signing below, I confirm that I have read, understood, and voluntarily agree to the terms of this **Authorization for Emergency Medical Treatment**. If any provision is held invalid, all remaining provisions shall remain in full force and effect.

Print Name: _____ Minor Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____

Revised Date: June 2025
Administrator: Human Resources
Approval Authority: President's Cabinet