

KGI Volunteer Policy – Minors

OVERVIEW

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

DEFINITION

A volunteer is a person who donates his/her time in providing services to the institute without promise, expectation or receipt of any compensation, future employment or any other tangible benefit. A volunteer is not an employee of the institute.

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 report directly to their respective family member.

All volunteers must establish proof of identity and citizenship or permanent residency. If the volunteer is not a citizen or permanent resident of the United States, he/she must provide documentation of his/her visa status. An individual holding a temporary visa may not serve as a volunteer in a position where others receive compensation or perform the same services. An individual with a pending H-1B visa application to work at the Institute cannot serve as a volunteer. Volunteer status may not be used as a way to avoid or defer compliance with the employment eligibility requirements of federal immigration laws.

KGI does not allow minors under the age of 16 to volunteer. If the volunteer is under the age of 18, department management must have prior, advance approval from the Dean of Faculty and, may only permit such a volunteer after that approval and after consultation with the Human Resources Office.

An individual who is a minor may volunteer with written consent from a parent or guardian prior

to the beginning of the volunteer assignment. Written consent may be obtained by having the parent/guardian sign the Volunteer Registration and Liability Waiver and Release Form. (See Volunteer Rights and Responsibilities).

VOLUNTEER RIGHTS AND RESPONSIBILITIES

A volunteer is not an employee of the institute and does not receive, nor expect, compensation, future employment or any other tangible benefits for the services they provide.

Volunteers are required to complete and sign the institute's *Volunteer Registration and Liability Waiver and Release Form*. (Note: If the volunteer is a minor, a parent or guardian also signs the form.)

Volunteers are expected to abide by institute policies that apply to their activities, including those that pertain to confidentiality, financial responsibility, nondiscrimination/harassment and drug and alcohol use.

Volunteers serve at the pleasure of the institute. A volunteer assignment may be terminated at the discretion of the institute without notice or cause.

DEPARTMENT RESPONSIBILITIES

Department management is responsible for the following:

- Recruiting volunteers.
- Completing and obtaining signatures on the Institute's Volunteer Registration and Liability Waiver and Release 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.
- Identifying and describing volunteer assignments.
- Obtaining written consent from a parent or guardian for volunteers who are minors.
- Orienting and training volunteers in their responsibilities.
- Ensuring laboratory safety training, if applicable, is scheduled.
- Overseeing the volunteer.

A minor may not be assigned tasks that are considered hazardous by federal and state child labor laws.¹

¹ State and federal child labor laws generally prohibit activities involving manufacturing or storing explosives or articles containing explosive components; operating a motor vehicle (includes forklifts, cars, vans, electric or gas carts); operating circular saws and band saws; operating power-driven metal forming, punching and shearing machines and woodworking machines, operating elevators and other power-driven hoisting apparatus; operating packing, processing, or rendering equipment; operating hazardous power-driven paper products machines; exposure to radioactive substances and to ionizing radiations; excavation or demolition and/or working on roofing operations.

Minors between the ages of 16 and 18 who work in KGI laboratories have restricted access to labs and research where certain chemical or biological materials, specialized equipment and/or machinery might put the child at risk. No minor shall work or volunteer in a capacity where it is determined to be hazardous or potentially detrimental to the minor's health or well-being. Hazardous tasks here at KGI may include but are not limited to the following:

1. Minors are prohibited from tasks that would potentially expose the minor to hazardous chemicals which are included on the: Particularly Hazardous Substances (PHS) list as follows:
 - A. **High Hazard Chemicals**, including air and water reactive chemicals, potential explosives, 4 liters or more of flammable materials, acids with pH 3 or less, bases with pH 10 or greater (i.e., and highly toxic compounds, e.g., hydrofluoric acid, acrylonitrile, osmium tetroxide, etc.)
 - B. **Acutely Toxic**: LD50 oral ≤ 50 mg/kg; LD50 contact ≤ 200 mg/kg or LC50 inhalation ≤ 200 ppm. (KCN, Arsenic etc.)
 - C. **Controlled Substances I– V and Chemical Precursors**: Minors under the age of 18 are not permitted in any setting where research involving controlled substances is being performed, even if they are enrolled students.
 - D. **Carcinogen**: Any substance that is regulated by OSHA as a carcinogen, or is listed under the category "known to be carcinogens" in the Annual Report on Carcinogens published by the National Toxicology Program (NTP) or is listed under Group 1 "carcinogenic to humans", Group 2A or 2B "reasonably anticipated to be carcinogens" by the International Agency for Research on Cancer Monographs (IARC).
 - E. **Reproductive Hazard** (mutagen or teratogen) or other chemical restrictions.
2. Minors are restricted from tasks that would potentially expose the minor to blood or body fluids, or infectious diseases by work involving the following: Agents, and toxins BSL-2 or above containment levels. Minors between the ages of 16 and 18 are:

- A. Prohibited from working with biohazardous materials above BSL-2.
 - B. Minors may work with BSL-2 agents providing they have:
 - i. Completed appropriate training and medical surveillance (if applicable).
 - ii. Read and understand the material described in KGI's Exposure Control Plan (ECP).
 - iii. Completed Biological and Bloodborne pathogen training.
 - iv. Read and Understood California's Bloodborne Pathogen Standard
 - v. Follow all lab specific safety guidelines as discussed by the PI.
 - vi. Follow all PI instructions given in the Standard Operating Procedures (SOP).
 - vii. Report all accidents and incidents to the PI immediately after they happen.
 - C. Minors are prohibited from working alone: the minor must have direct supervision in the laboratory or shop by a qualified adult supervisor at all times. This applies even if the minor has not been prohibited from working in the area. "Direct supervision" means while entering, leaving or in the laboratory, the minor is physically accompanied at all times by a trained and knowledgeable individual: the PI, the laboratory supervisor or other qualified member of the laboratory.
3. Minors are prohibited from a task that would potentially expose the minor to injuries from operation of specialized equipment and machinery such as:
- A. Operation of specialized equipment such as machine shop tools, band saws, or laser cutters, and access to areas where such equipment is in operation without the PI or supervisor present at all times.
 - B. Operating autoclaves where injury from high pressures and temperatures are present.
 - C. Transport/use of gas cylinders where danger of dropping the tank, burns or asphyxiation are possible.

REPORTS INVOLVING MINORS OR SUSPECTED CHILD ABUSE

Under California law, all College employees are required to promptly report suspected child abuse and/or neglect, including sexual assault, when they know or reasonably suspect that a minor under the age of 18 has been the victim of child abuse or neglect. This duty exists regardless of whether the abuse or neglect is observed at work or in our private lives.

All employees are required to immediately report any suspected child abuse and neglect to one of the numbers set forth below. If the abuse or neglect involves a member of the KGI community, the employee should also promptly report the incident to the Title IX Coordinator.

The source of abuse does not need to be known in order to file a report.

It is not the responsibility of any employee, student, or volunteer to investigate suspected child abuse. This is the role of Child Protective Services and law enforcement authorities.

In addition to notifying the Title IX Coordinator, any individual is required to make a direct report if a child is in immediate danger, call 911.

If there is no immediate danger, contact the Los Angeles County Department of Children and Family Services' Child Protection Hotline, 800.540.4000, or website, <https://mandreptla.org/>.

Employees of KGI who oversee volunteers or programs involving minors are required to complete the online training course "Protecting Youth" prior to any interaction with minors. This training course is assigned by the Title IX Office.



VOLUNTEER REGISTRATION AND LIABILITY WAIVER AND RELEASE

Keck Graduate Institute (KGI) recognizes the importance of volunteerism to American society, 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 College without compensation or other remuneration, and we thank them for their service.

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

Name of Volunteer: _____

Department: _____

Address: _____

Dates of Service: _____

Phone #: _____

Emergency Contact: _____

Services Provided: _____

Section 2: Liability Waiver and Release (To be completed by volunteer)

I will be volunteering my services at Keck Graduate Institute (KGI). I know that I am not an employee of KGI, cannot act as its agent, and will not receive, nor do I expect, compensation or benefits of any kind for my services. I agree to abide by and comply with the applicable rules, regulations, policies, practices, and instructions of KGI and to use reasonable care in all that I do. I understand, however, that in any volunteer activity there is risk of injury, illness, damage, loss, or death, and I assume the risk of such injury or damage to me or my property from participating in such activity or the use of KGI facilities and equipment. In consideration of the opportunity to volunteer, which I voluntarily undertake, I, on behalf of my heirs, assigns, and representatives, hereby voluntarily and absolutely release, indemnify, and forever discharge KGI, affiliated entities and its and theirs, trustees, agents, officers, insurers, attorneys, and employees, from any and all claims, costs, liabilities, expenses and judgments of any nature whatsoever, including, but not limited to, attorney's fees and court costs, arising out of, or related to, my performance of services or my use of KGI facilities and equipment, whether or not such injuries or damages are caused by the negligence (active or

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A Member of The Claremont Colleges

passive) of any of the entities, other volunteers, employees, or myself, or because of any other reason.

I also understand and agree that, from time to time, KGI may authorize media agencies, film makers, journalists and other authorized parties to take photographs, film, and video and/or make sound recordings at KGI. I understand and agree that my image and/or voice may be reproduced and/or recorded by such authorized individuals, and I hereby release, waive, discharge and relinquish any rights I may have to the use of my image and/or voice by such authorized individuals. Furthermore, I irrevocably authorize such authorized individuals or entities and KGI to reproduce, publish, exhibit, distribute and use the photographs, film, video and/or sound recordings of my image and/or voice in any manner, including, but not limited to, advertising and promotion related to KGI, in all forms and media now known or hereafter developed, in which the photographs, film, video and/or sound recordings are disseminated, without further consent, and I waive my right to any compensation therefore or any other right with regard to such photographs, film, video and/or sound recordings, and I forever release and discharge KGI, its affiliated entities, and its and their, employees, licensees, contractors, agents, successors, insurers, attorneys, and assigns from any and all claims, actions, or demands whatsoever by reason of any such use.

This Waiver and Release shall continue in effect indefinitely unless terminated or unless modified with the written consent of KGI. I further agree that should a court decide that any clause contained herein is invalid, such determination shall not affect the validity or enforceability of the remaining provisions of this Waiver and Release, all of which shall remain in full force and effect.

Volunteer Signature - I am aware of the terms and conditions of this Waiver and Release, understand the terms, and legal consequences of signing it, and am signing this Agreement of my own free will.

Print Name: _____

Signature: _____

Date: _____

Parent/Guardian Signature (if volunteer is under age 18): This is to certify that I, as parent/guardian with legal responsibility for this Volunteer, have read and understand the Waiver and Release and its legal consequences, and do hereby voluntarily consent and agree to the Waiver and Release as provided above, and for myself, my heirs, representatives, and assigns, release and agree to indemnify and hold harmless KGI from any and all liabilities arising from my minor child's involvement as a Volunteer to the fullest extent permitted by law.

Print Name: _____

Signature: _____

Date: _____

Authorization for Emergency Medical Treatment – Minor:

(I) (We), the undersigned parent(s)/guardian(s) of _____, a minor, authorize Keck Graduate Institute (KGI) or attending medical personnel as agent(s) for the undersigned to consent to any X-ray examinations, anesthetic, medical or surgical diagnosis, procedure or treatment, or hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of, any physician and/or surgeon licensed under the provisions of the Medical Practices Act, California Business and Professions Code §2000 et. seq.; or any X-ray examination, anesthetic, dental or surgical diagnosis, procedure or treatment, or hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of, any dentist licensed under the provisions of the Dental Practices Act, California Business and Professions Code §1600 et. seq.

It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care to provide authority and power on the part of our aforesaid agent(s) to give specific consent to any and all such diagnosis, treatment or hospital care which aforementioned physician, surgeon or dentist, in the exercise of his/her best judgment, may deem advisable. This authorization is given pursuant to the provisions of California Family Code §6910.

(I) (We) also authorize any hospital, which has provided treatment to the above-named minor pursuant to the provisions of California Family Code §6910, to surrender physical custody of such minor to (my) (our) above named agent(s) upon the completion of treatment. This authorization is given pursuant to the provisions of California Health and Safety Code §1283.

(I)(We) also understand and agree that any such X-ray examinations, anesthetic, medical or surgical procedure, diagnosis, treatment, or hospital care shall be at (my)(our) expense.

These authorizations shall remain effective until the minor's 18th birthday unless sooner revoked in writing delivered to KGI and/or said agent(s). (I)(We) have read and understand the Authorization for Emergency Medical Treatment and its legal consequences, and do hereby voluntarily consent and agree to its terms as provided above, and for myself (ourselves), and my(our) heirs, assigns, and representatives, release and agree to indemnify and hold harmless KGI from any and all liabilities arising from such Emergency Medical Treatment to the fullest extent permitted by law. (I)(We) further agree that should a court decide that any clause



contained herein is invalid, such determination shall not affect the validity or enforceability of the remaining provisions of this Waiver and Release, all of which shall remain in full force and effect.

Date: _____

Parent(s)/Guardian (Sign) _____

Parent(s)/Guardian (Print) _____