

Title: Benedictine University Policy Regarding Minors in Laboratories

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Departments Responsible: Academic Affairs, Office of Institutional Compliance and Risk Management, Human Resources, Emergency Preparedness

Policy Statement

Benedictine University (the "University") is committed to fostering a safe environment for minors and prevent minors' exposure to hazardous materials, laboratory pathogens, injurious incidents, and other inherent dangers that may be present in University laboratories. This Policy establishes requirements regarding the presence of minors in University laboratories.

Definitions

Authorized Adult – is a faculty, adjunct faculty, or staff who are employees of the University.

Benedictine Academic Program – is a registered course found in the Catalog.

Direct Supervision – means an authorized adult is always present. A student worker or teaching assistant is not an authorized adult.

Laboratory – is a research or teaching setting where scientific research or instruction is conducted. This includes research and teaching laboratories where hazardous chemicals or biological materials (Biosafety Level (BSL) 1 or 2) are handled or stored as well as instrument rooms, museum collections, conservation laboratories, nutrition laboratory, physics laboratories or any other research or clinical environments with unusual hazards. For purposes of this Policy, a laboratory does not include computational laboratories, or any other laboratories where no hazardous chemicals, biological materials or unusual hazards are handled or stored.

Minor - any individual under the age of 18, who has not been legally emancipated.

Non-Hazardous Material - is a substance present in the workplace environment that does not provide an intrinsic risk to human health or safety due to exposure. Non-hazardous materials are generally considered to be those that are neither corrosive, toxic, ignitable, or reactive with other substances.

Shadow - To observe the natural way of performing a specific activity.

Applicability

This Policy applies to minors who are visitors, volunteers, individuals participating in "shadowing" or other outreach programs. Other individuals covered by this Policy include:

- All Colleges, departments and other units of the University;
- All members of the University community:
 - Faculty

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- Other salaried and non-salaried academic staff, including post-doctoral fellows, research fellows, and teaching assistants
- Staff, including salaried exempt workers and hourly non-exempt workers
- Students
- Volunteers

Minors Under 13: Minors under the age of 13 may not be present in a laboratory, unless they are touring or visiting a laboratory pursuant to the requirements below.

Touring/Visiting/Shadowing a Lab: Minors may enter a laboratory as part of an authorized and supervised tour, visit or shadow opportunity. The primary supervisor of the laboratory will be responsible for proper supervision and for providing any appropriate personal protective equipment for visitors. Laboratory tours may only be conducted at times when all hazardous materials are secured behind a locked cabinet and are not being used for experiments. Minors participating in tours, visits or shadowing must be supervised at all times while on the premises, and may not participate in any laboratory activities. (See Exceptions on page 3 for more information.)

The parent or guardian must complete the **Benedictine University Acknowledgement of Risk and Release Waiver** form.

Benedictine Academic Programs: Minors age 13-17 are allowed in a laboratory setting, provided that all the following are met:

- They must be enrolled in a registered academic course at Benedictine University;
- They will have received and completed lab safety and hazard communication training provided by the instructor specific to that lab and must pass a quiz to demonstrate knowledge;
- They agree to strictly adhere to the laboratory-specific requirements concerning personal protective equipment (PPE); and
- They are, at all times, under the direct supervision of a qualified adult designated for this responsibility.

Supervision Required: Minors may not, under any circumstances, be alone in a University laboratory, even if they are only conducting computational work. The primary supervisor and/or the alternate must closely supervise the minor, i.e., work with or near him/her in the laboratory.

Biological Hazards: Minors may not work with, or be at risk of exposure to, infectious agents. In particular, minors must be isolated from the following biological hazards:

- BSL2 pathogens;
- Primary human and non-human materials; and
- Biological select agents or toxins.

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Chemicals: Minors may not access, handle or work with highly hazardous materials, including pyrophoric, explosive, corrosives or flammable materials, and compounds having a rat oral LD₅₀ less than or equal to 50mg/Kg or Group 1 or 2A carcinogens.

Lasers: Minors are permitted in laboratories with lasers but may not work with Class IIIB and IV lasers. Minors must be under direct supervision at all times.

Animals: Minors may not access, handle or work with or in close proximity to any live animals in the laboratory.

Major Physical Hazards: Minors may not engage in work involving major physical hazards. Examples of equipment presenting major physical hazards includes: drills, hydraulic press, etc.

Respirators: Minors may not work in an area requiring the use of respirators.

Exceptions

The following exceptions or special circumstances are NOT subject to this policy:

- Office of Admissions or other departmental recruiting visit programs, which involve minors visiting campus with their parents, legal guardians, or any other adult acting as guardian for the event.
- Events open to the public.

Acknowledgment of Risk and Release Waiver

Non-Benedictine University Personnel Under the Age of 18 Using Benedictine Classroom, Research and/or Instructional Laboratory Facilities

THIS IS A RELEASE OF LEGAL RIGHTS -
PLEASE READ AND UNDERSTAND BEFORE SIGNING

I, the undersigned, parent or guardian of _____, a minor, do hereby accept and agree to the following terms and conditions in consideration for my child/ward's use of Benedictine University's classroom, research and/or instructional laboratory facilities.

1. Access to Facilities. The classroom, research and/or instructional laboratory facilities are being made available to my child/ward as an educational opportunity. My child/ward is not a student, employee or affiliate of Benedictine University, and my child/ward has not been provided with a Benedictine University identification card or keys to the classroom, research and/or instructional laboratory facilities.
2. Health and Safety Risks. I understand and have explained to my child/ward the following information: Benedictine University classroom, research and/or instructional laboratory facilities may contain hazardous substances and equipment. My child/ward must take every precaution necessary to protect his or her health and safety, and the health and safety of others. My child/ward must conduct his or her activities in accordance with all safety rules and safe operational procedures. If my child/ward is not familiar with or does not know how to handle safely a substance or piece of equipment, he or she will seek assistance from a qualified adult. My child/ward recognizes that he or she may be subjected to potential risks, illnesses and injuries. My child/ward and I have made our own investigation of these risks, understand these risks and assume them knowingly and willingly.
3. No Medical Coverage: I understand that if my child/ward is injured as a result of his or her activities at Benedictine University, he or she is not covered by Benedictine University insurance of any kind. It will be my responsibility to pay for emergency room care, doctors' services, hospitalization, and any other related costs, medical or non-medical. My child/ward will not be eligible to participate in Benedictine University's health, disability or life insurance programs. Furthermore, he or she is not eligible for workers' compensation in the event of injury.
4. Appropriate Conduct. My child/ward agrees to observe all applicable governmental, University and departmental policies, rules and regulations that pertain to his or her conduct on campus and in the classroom, research and/or instructional laboratory facilities. I agree that Benedictine University officials may require my child/ward to leave the classroom, research and/or instructional laboratory facilities if they believe that my child/ward has violated a policy, rule or regulation or if they believe that my child/ward's conduct is inappropriate.

5. Confidentiality. My child/ward and I agree not to disclose or to use, directly or indirectly, any proprietary or confidential research, data, trade secrets or other similar information of which we may become aware of as a result of my child/ward's activities in Benedictine University's classroom, research and/or instructional laboratory facilities.
6. ASSUMPTION OF RISK AND RELEASE OF CLAIMS: Knowing the risks described above, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities on account of, or in any way arising out of, directly or indirectly, my child/ward's use of and access to Benedictine University classroom, research and/or instructional laboratory facilities. To the maximum extent permitted by law, I release, acquit, discharge, and covenant to hold harmless and agree to indemnify Benedictine University, its officers, directors, faculty, staff, representatives, volunteers, employees and agents, from and against any present or future actions, causes of action, demands, judgments, claim, loss or liability for injury to person or property, real or personal, which my child/ward may suffer, or for which my child/ward may be liable to any other person, during his or her use of and access to the research, instructional laboratory and classroom facilities, resulting from any cause including but not limited to negligence (except for fraud, willful misconduct or violation of law) by Benedictine University, its directors, officers, faculty, staff, representatives, volunteers, employees or agents.

I have carefully read this Acknowledgment of Risk and Release Waiver before signing it. I execute it voluntarily and with full knowledge of its significance. The laws of Illinois shall govern this agreement and the courts located in DuPage County, Illinois shall be the exclusive forum for any lawsuits filed under or incident to this agreement. I agree that in the event that any clause or provision of this agreement shall be held to be invalid by any court or competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement, which shall continue to be enforceable.

Name of Parent or Guardian (print): _____

Signature of Parent or Guardian: _____ **Date:** _____

Name of minor (print): _____