



CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-61

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND THE
CUYAHOGA COUNTY VALLEY CAREER CENTER TO PROVIDE CLINICAL
EXPERIENCE TO STUDENTS ENROLLED IN THE CUYAHOGA VALLEY CAREER
EMT PROGRAM IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING
AN EMERGENCY**

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and the Cuyahoga County Valley Career Center to provide clinical experience to students enrolled in the Cuyahoga Valley Career EMT Program in the City of Broadview Heights.

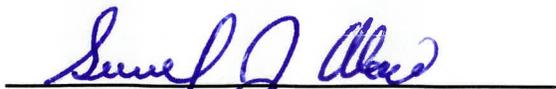
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and the Cuyahoga County Valley Career Center to provide clinical experience to students enrolled in the Cuyahoga Valley Career EMT Program in the City of Broadview Heights as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 14th day of April


Robert Boldt, President of Council

 April 14, 2025
Samuel J. Alai, Mayor Date

 April 14, 2025
Attest: Robin Parsons, Clerk of Council Date

The undersigned, Clerk of Council of Broadview Hts., Ohio, hereby certifies that 2025-61 was duly posted on 4/15/2025 and remained posted for a period of fifteen days thereafter in the municipal building and in a prominent public location in each ward of the municipality as determined by council.
 Clerk
Dated April 15, 2025

Council Transmittal Document

Transmittal No. _____

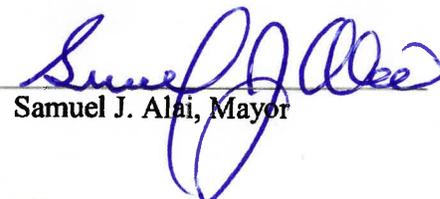
To: Council President Robert Boldt
From: The Fire Department
Date: April 4, 2025
Subject: CVCC Student Ride Along Agreement

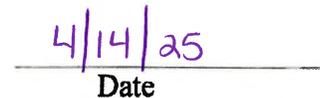
Please include the subject referenced above on the next scheduled council work session agenda.

Enclosed is an agreement between The City of Broadview Heights and Cuyahoga Valley Career Center (CVCC) to be executed and returned to CVCC. This agreement will enable EMT/Public Health and Safety Program students to learn through ride along time with the Broadview Heights Fire Department EMS.


Jeffrey J. Hajek, Fire Chief


Date

Approved by: 
Samuel J. Alai, Mayor


Date

c: Clerk of Council
Department File

AGREEMENT

Between

BROADVIEW HEIGHTS FIRE DEPARTMENT

And

CUYAHOGA VALLEY CAREER CENTER

THIS AGREEMENT is made and entered onto this 2nd day of April, 2025 (the "Effective Date"), by and between BROADVIEW HEIGHTS FIRE DEPARTMENT hereinafter referred to as "Fire Department", and CUYAHOGA VALLEY CAREER CENTER, hereinafter referred to as "School".

WHEREAS, the School conducts an Emergency Medical Technology ("EMT") Program wherein students pursue a program and course of study leading to seek certification as an EMT pursuant to State law, and;

WHEREAS, the Fire Department is willing to make available its facilities in order to provide a clinical experience to students enrolled in the School, and;

WHEREAS, the School desires to use the facilities of the Fire Department in order to obtain a clinical experience for its students.

NOW, THEREFORE, in consideration of the mutual promises and agreements as set forth herein, The Fire Department and the School agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF THE FIRE DEPARTMENT:

- A. The Fire Department will accept the School's students in numbers to be agreed upon by the Fire Department, for student clinical experience. The number of students assigned shall be such that it will not interfere with the normal conduct of the Fire Department.
- B. The Fire Department shall retain the responsibility for the care rendered to all patients. Students shall not be used in place of professional or non-professional staff of the Fire Department.
- C. The Fire Department may, at its discretion, after discussion with the EMT Program Coordinator of the School, remove any student and/or clinical faculty member from its facility whose performance or behavior at the Fire Department is unsatisfactory or harmful to the interest of the Fire Department or its patients.

2. RIGHTS AND RESPONSIBILITIES OF THE SCHOOL:

- A. The School is responsible for the total educational experience of its students while they are assigned for clinical experience at the Fire Department. The School through its designated EMT Program Coordinator may make an on-site visit and evaluate students and clinical performance when appropriate.

- B. Student shall wear appropriate attire consistent with the Fire Department's Dress Code Policy.
- C. All students while at the Fire Department will abide by the Policies and Procedures of the Fire Department. The School shall take all necessary steps to assure adherence to these Policies and Procedures. The Fire Chief/EMS Coordinator or designee shall assure that all students and clinical faculty, prior to the beginning of the experience, complete a Fire Department Orientation Checklist as appropriate to the experience. In addition, the Fire Chief/EMS coordinator or designee shall assure that all students and clinical faculty are, within the first week of the experience oriented to those Department Policies and Procedures as are appropriate to the clinical experience.
- D. The School shall have total responsibility for planning and implementing the educational program for students, and determining adequate preparation in theoretical knowledge, basic skills, professional ethics, attitude and behavior. The Fire Department will be informed as to curriculum and sequence at least three months prior to commencement of the first clinical rotation, or as agreed to by the parties.
- E. Students shall have access to patient records as is appropriate to the Department. The confidentiality of all patient communications, written or oral, shall be strictly observed by students and clinical faculty.
- F. School will provide the Fire Chief with methods for evaluation of student clinical experience and performance.
- G. Students shall be permitted the use of the Fire Department's parking areas designated for employee parking.
- H. The School hereby agrees to assume responsibility for all liabilities, costs or damages that might arise out of the negligence of School in the conduct of this training program on the Fire Department's premises, and the School will, prior to the commencement of the clinical experience, furnish the Fire Department's Legal Counsel with evidence that the School maintains professional liability insurance in limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate.
- I. The number of students assigned, the hours of duty, and days and the length of assignments will be agreed upon between the Fire Department and the School prior to the scheduled days and times will be subject to the approval of the Fire Department and shall not interfere with the normal operations of the Fire Department.

3. STATUS:

- A. Students will not be required to pay tuition to the Fire Department nor will the students receive compensation of any kind from the Fire Department. Nor will any student participating in this clinical experience be paid a stipend.
- B. Students participating in this clinical experience at the Fire Department are not employees of the Fire Department and shall not be considered as employees for purposes of coverage under Social Security, Unemployment Compensation or Workers' Compensation laws.
- C. Students are responsible for obtaining health insurance which is adequate to meet his/her personal health care needs. Any student or clinical faculty member who, during the course of an experience, becomes ill or is injured can be treated at his/her own expense.

- D. Any student who sustains an exposure to blood or body fluids shall immediately report the incident the Fire Chief.
- E. Students will be directly responsible to the Fire Chief or designee during each assignment. The EMS Director may delegate specific responsibilities for some of the clinical teaching to other qualified members of the staff without waiving her/his responsibilities for the students.
- F. School policy regarding student absences during clinical assignment will be provided.

4. NONDISCRIMINATION:

The Fire Department adheres to an employment policy which prohibits discriminatory practices or harassment. Discrimination against any individual involved in this program based on race, color, religion, sex, age, national origin, marital status, sexual orientation, physical or mental disability or status as a disabled veteran or veteran of the Vietnam era is unacceptable to the School and the Fire Department, and if practiced by either party shall be cause for termination of this Agreement.

5. TERM AND TERMINATION:

The Agreement shall commence on the Effective Date and continue for five (5) years thereafter, unless earlier terminated pursuant this Section 6. Upon expiration of such five-year period, this Agreement and the Term shall automatically renew for successive five (5) year periods unless earlier terminated pursuant to this Section 6.

This Agreement may be terminated by either party by providing ninety (90) days written notice to the other party. However, both parties may mutually agree to terminate the Agreement at any time.

6. NOTICE:

Any notice required by this Agreement shall be sufficient if in writing, upon receipt, when mailed by Certified or Registered Mail, return receipt requested to the Fire Department or School at the addresses set forth below or to such addresses as either party may from time to time designate in writing.

To the Fire Department:

Jeffery Hajek
Fire Chief
Broadview Heights Fire Department
3591 East Wallings Road
Broadview Heights, Ohio 44147

To the School:

Marcy R. Green
Assistant Superintendent
Cuyahoga Valley Career Center
8001 Brecksville Road
Brecksville, Ohio 44141

IN WITNESS WHEREOF, this Agreement has been entered into by the parties on the date first above written.

BROADVIEW HEIGHTS FIRE DEPARTMENT



Chief of Fire

CUYAHOGA VALLEY CAREER CENTER

Assistant Superintendent