PUBLIC EDUCATION EMPLOYEE INJURY COMPENSATION BOARD ADMINISTRATIVE CODE

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PUBLIC EDUCATION EMPLOYEE INJURY COMPENSATION BOARD ADMINISTRATIVE CODE

755-X-1-.01 SCOPE –

(1) These rules are adopted by the Public Education Employee Injury Compensation Board under the authority of the Maryann Leonard Educators' On-The-Job Injury Act, Ala. Code §§ 16-1A-1 through 16-1A-7 (1975), and the Alabama Administrative Procedure Act, Ala. Code §§ 41-22-1 through 41-22-27.

(2) These rules govern the administration of the Public Education Employee Injury Compensation Program, the operation of the Public Education Employee Injury Compensation Trust Fund, and the determination and payment of benefits to covered Employees who sustain an on-the-job injury.

(3) The Public Education Employee Injury Compensation Board hereby adopts and incorporates by reference the administrative provisions previously adopted by the Alabama Department of Industrial Relations, Alabama Department of Labor, now the Alabama Department of Workforce, at §§ 480-5-5-.01 to 480-5-5-.37. If any provisions of Administrative Code §§ 480-5-5-.01 to 480-5-5-.37 contradict the Maryann Leonard Educators' On-The-Job Injury Act, contained at Code of Alabama, 1975, §§ 16-1A-1, et seq, then the Maryann Leonard Educators' On-The-Job Injury Act shall apply. The referenced rules can be found on the Alabama Legislature's website under the Administrative Code tab.

(4) The Public Education Employee Injury Compensation Board hereby adopts and incorporates the provisions of the Alabama Workers' Compensation Act defining how temporary total disability, temporary partial disability, permanent partial disability, and permanent total disability is to be calculated and paid as if fully set out herein. The rules adopted herein below may alter those provisions if done specifically below.

755-X-1-.02 DEFINITIONS –

When used in these rules, the following words and phrases shall have the following meanings:

(1) **Accident –** The term as used in the phrases "personal injuries due to accident" or "injuries or death caused by accident" shall be construed to mean an unexpected or unforeseen event, happening suddenly and violently, with or without human fault, and producing at the time injury to the physical structure of the body or damage to an artificial member of the body by accidental means.

(2) **The Act –** The Maryann Leonard Educators' On-The-Job Injury Act, Ala. Code §§ 16-1A-1 through 16-1A-7.

(3) **Adult Bus Driver –** Any individual twenty-one years or older who holds a Commercial Driver License, has been certified to drive an Alabama school bus by the Alabama State Department of Education, and is employed by one of the Employers as defined below in .02(13).

(4) **Adverse Determination –** A decision to deny benefits including but not limited to:

a. Complete denial of the claim.
b. Denial of a body part or condition.
c. Denial or dispute of the necessity of medical treatment or medical benefits.
d. Denial of a physician change.
e. Denial of mileage, copay, deductible, or other reimbursement.
f. Disputes over average weekly wage.
g. Suspension or termination of benefits.
h. Discontinuation of TTD at maximum medical improvement.
i. Denial of compensation benefits.

(5) **Benefits –** The term shall in all cases be construed to mean compensation, medical, vocational or other benefits expended by the program.

(6) **Board –** The Public Education Employee Injury Compensation Board.

(7) **Child or Children –** The terms include posthumous children and all other children entitled by law to inherit as children of the deceased; stepchildren who were members of the family of the deceased, at the time of the accident, and were dependent upon him or her for support; a grandchild of the deceased Employee, whose father is dead or is an invalid, and

who was supported by and a member of the family of the deceased grandparent at the time of the accident.

(8) **Claim –** A request for benefits under the Program arising from a reported on-the-job injury.

(9) **Compensation –** The money benefits to be paid on account of injury or death for wage replacement or loss of earning capacity including salary continuation, temporary total disability, temporary partial disability, permanent partial disability, and permanent total disability. "Compensation" does not include medical and surgical treatment and attention, medicine, medical and surgical supplies, and crutches and apparatus furnished to an Employee on account of an injury.

(10) **Court Reporter –** A person qualified or authorized under Alabama law to report, record, transcribe, or certify a proceeding. For purposes of these rules, the term shall also include, to the extent permitted by applicable law, rule, or order, a qualified or certified electronic recording or transcription service, including the qualified person responsible for operating or monitoring the recording system, when authorized by the Hearing Officer for the purpose of creating, preserving, transcribing, and certifying an accurate record of the proceeding.

(11) **Dependent Child or Orphan –** An unmarried child under the age of 18 years or one over that age who is physically or mentally incapacitated from earning.

(12) **Employee or Worker –** Any individual employed full-time as provided by the Act by an Employer, and adult bus drivers. The term does not include part-time, substitute, temporary, or other non-full-time Employees, or volunteers. The terms are used interchangeably and have the same meaning throughout this program. The terms include the plural and all ages and both sexes. Any reference in this program to a "worker" or "Employee" shall, if the worker or Employee is deceased, include his or her dependent, as defined in this program.

(13) **Employer –** All public city and county boards of education; all public charter schools; the Board of Trustees of the Alabama Community College System; the Board of Trustees of the Alabama Institute for the Deaf and Blind; the Board of Directors of the Alabama School of Fine Arts; the Board of Trustees of the Alabama High School of Mathematics and Science; the Board of Trustees of the Alabama School of Cyber Technology and Engineering; and the Board of Trustees of the Alabama School of Healthcare Sciences.

(14) **Executive Director –** The individual appointed by the Board to serve as the Chief Executive Officer of the Program. The Executive Director's compensation shall be set by the Board, and the Executive Director shall serve at the pleasure of the Board.

(15) **Fringe Benefits -** The Employer's paid portion of health, disability, and life insurance, premiums and retirement premiums or contributions funded by the employer.

(16) **Full Time –** Employment in a position classified as full-time by the Employer under applicable law and the Employer's adopted policy, and reported as full-time for purposes of participation in the Teachers' Retirement System or PEEHIP eligibility.

(17) **Fund –** The Public Education Employee Injury Compensation Trust Fund.

(18) **Hearing Officer –** An attorney selected from the panel of neutrals maintained by the Executive Director of the Alabama State Bar as outlined in the Act.

(19) **Hospital –** A hospital, ambulatory surgical center, outpatient rehabilitation center licensed by the State of Alabama, and diagnostic facilities.

(20) **Implementation Date –** The date declared and published by the Board, on and after which the Program accepts claims.

(21) **Injuries by an Accident Arising Out of and in the Course of Employment –** Without otherwise affecting either the meaning or interpretation of the clause, the clause does not cover workers except while engaged in or about the premises where their services are being performed or where their service requires their presence as a part of service at the time of the accident and during the hours of service as workers. The term does not include a mental disorder or injury that was neither produced or caused by an accident with a physical injury to the body. Only injuries that occur during the performance of the duties or employment shall be considered as arising out of and in the course of employment.

(22) **Injury –** "Injury and personal injury" shall mean only injury by accident arising out of and in the course of the employment, and shall not include a disease in any form, except for an occupational disease or where it results naturally and unavoidably from the accident. Injury shall include physical injury caused by either carpal tunnel syndrome or by any other cumulative trauma disorder if either disorder arises out of out and in the course of their employment, and breakage or damage to eyeglasses, hearing aids, dentures, or other prosthetic devices which function as part of the body, when injury to them is incidental to an on-the-job injury to the body. Injury does not include an injury caused by the act of a third person or fellow Employee intended to injure the Employee because of reasons

personal to him or her and not directed against him or her as an Employee or because of his or her employment.

(23) **Loss of Hand or Foot –** Amputation between the elbow and wrist shall be considered as the equivalent to the loss of a hand, and the amputation between the knee and ankle shall be considered as the equivalent of the loss of a foot.

(24) **Medical –** All services, treatment, or equipment provided by a medical provider or authorized treating physician or at the request of a treating physician.

(25) **PEEHIP –** The Public Education Employees' Health Insurance Plan.

(26) **Program –** The Public Education Employee Injury Compensation Program.

(27) **Review Board –** A panel of three persons designated by the Board. The Review Board may hear and consider benefit disputes and approve settlements. No member or Employee of the Board may be a member of the Review Board. The Review Board's members (3) shall be selected by the Fund from a roster maintained by the Fund of persons with experience in workers' compensation matters.

(28) **TPA –** Third-party administrator or service company approved and hired by the Board.

(29) **Wages or Weekly Wages –** The terms shall be construed to mean weekly earnings, based on those earnings subject to federal income taxation and reportable on the federal W2 tax form which shall include voluntary contributions made by the employee to a tax-qualified retirement program, voluntary contributions to a Section 125 cafeteria plan, and fringe benefits paid by the employer or any portion paid by the employer. Weekly earnings for purposes of determining average weekly wage shall not include fringe benefits if the Employer continues the benefits during the time for which compensation is paid. For a more detailed discussion see Rule § 755-X-1-.31.

(30) **Working Days –** Working days shall mean Monday through Friday; however, not including legal holidays. In computing any period of time prescribed or allowed by these Rules, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday. As used in these Rules, "legal holiday" includes New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President or the Congress of the United States, or as prescribed in Code of Ala. 1975, § 1-3-8.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-5(f); Code of Alabama, 1975, § 25-5-1, et seq.
History: Effective September 30, 2026.

755-X-1-.03 THE BOARD –

(1) The Board shall comply with all open meeting and open records laws as well as all other applicable Alabama law.

(2) Three members of the Board must be present for a quorum, however, regardless of the number of members present, three votes are required to approve any action of the Board. A board member may appear by phone or other electronic means provided that a majority of a quorum is physically present.

(3) The Board shall elect a chair, vice chair, and secretary annually by a majority vote (no less than three) of its members.

(4) The chair shall serve as presiding officer over all meetings of the Board; the vice chair shall preside in the chair's absence. The secretary shall keep, or arrange to be kept, minutes of the Board's meetings which shall be preserved and available for public inspection at the office of the Board.

(5) The Board shall conduct business in accordance with the latest revised version of Robert's Rules of Order.

(6) The Board shall have a fiduciary duty to the Fund and the Program.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-4; Code of Alabama, 1975, § 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.04 THE EXECUTIVE DIRECTOR OF THE BOARD –

(1) The Executive Director of the Board shall have the authority to:

a. Execute contracts on behalf of the Board, subject to the approval of the Board, and in accordance with applicable Alabama law.

b. Employ professional, clerical, technical, and administrative staff as needed.

c. Retain and compensate, subject to applicable state law, legal counsel to represent the Board, Employers, the Fund, the Program, and TPA, as approved by the Board. Compensate retained legal counsel and Hearing Officers in accordance with hourly rates set by Executive Order of the Governor. The rate ($195 per hour) at the time of the adoption of these rules was set by Governor Bob Riley in Executive Order No. 51 (issued August 12, 2010). Should future Governors alter Governor Riley's order, Executive Director shall have the authority to alter or amend the rate herein to be in compliance with any alteration of the Executive Order 51 or its successors.

d. Serve as a designated representative of the Board to administer the Program on behalf of the Board and at the direction of the Board; including but not limited to interactions with the Alabama State Bar Association, Employers, TPA, and PEEHIP.

e. Secure insurance, reinsurance, or other products the Board deems advisable in administering the Program.

f. Adopt rules for selecting authorized treating physicians or other medical providers for Employees not covered by PEEHIP.

g. Select authorized treating physicians for Employees not covered by PEEHIP or delegate the selection of authorized treating physicians to the approved TPA.

h. Adopt uniform injury reporting forms in accordance with applicable Alabama law as outlined in the Act.

i. Execute any duties assigned or delegated by the Board pursuant to the Maryann Leonard Educators' On-The-Job Injury Act.

j. Ensure that all assets of the Board, including the Fund, are maintained and held in accordance with Alabama law.

k. In the event of a vacancy on the Review Board in between meetings of the Board, the Executive Director is authorized to appoint an acting member of the Review Board to serve until the next meeting of the Board.

l. The Executive Director of the Board shall have a fiduciary duty to the Fund and the Program.

m. Notwithstanding anything to the contrary above, ultimate authority of the Program and to direct the Executive Director shall at all times rest with the Board.

n. The Executive Director shall have the authority and right at his or her discretion to delegate or designate persons hired or retained by the Fund to take actions in the day to day operations of the Fund to ensure swift administration of claims in the spirit of the intent of the Act to provide benefits to injured Employees.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-3(c)(4);
Code of Alabama, 1975, § 16-1A-4; Code of Alabama, 1975, § 16-1A-5(f);
Code of Alabama, 1975, § 41-4-125.
History: Effective September 30, 2026.

755-X-1-.05 FORM COMPLETION OBLIGATIONS –

(1) Employers shall complete any form requested by the Executive Director including, but not limited to, injury report forms which shall state whether an Employee is eligible for benefits under the Maryann Leonard Educators' On-The-Job Injury Act.

(2) Employees shall complete any form requested by the Executive Director or his designees including, but not limited to, the first report of injury, the accident report/Employee statement, forms allowing for the release of medical records, treatment records, or billing information for services for which they seek reimbursement. Failure to comply by the Employee shall lead to the suspension of benefits for the time of non-compliance and if the refusal lasts more than 90 days, the termination of benefits. The executive director shall have the authority to rescind a suspension or termination under this subsection at his discretion.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-4(e); Code of Alabama, 1975, § 16-1A-5(f); Code of Alabama, 1975, § 16-1A-6(a); Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-6(d).
History: Effective September 30, 2026.

755-X-1-.06 THE REVIEW BOARD –

(1) Members of the Review Board shall be selected, and may be removed, by a majority vote (no less than three) of the Public Education Employee Injury Compensation Board, as announced at a public meeting. The roster of members of the Review Board shall be maintained by the Executive Director and the number on the roster shall be at his discretion.

(2) Two members of the Review Board must be present for a quorum; any official actions of the Review Board must be approved by two of its members. Settlements may be approved by any two Review Board members.

(3) In the event of a vacancy on the Review Board, the Executive Director may appoint an individual to serve as an acting member until the next meeting of the Board.

(4) The Review Board's members (3) for a particular matter or dispute shall be selected by the Executive Director from a roster maintained by the Fund of persons with experience in workers' compensation matters. For settlements, counsel for the Fund/TPA and the Employee can agree to a Review Board without direction by the Executive Director. For any negotiated settlement, any two Review Board Members may be selected by the parties to facilitate such settlement. Notwithstanding any provision of these administrative rules to the contrary, if the governing statute is hereafter amended to authorize or permit the facilitation, review, approval, or processing of a settlement through a procedure other than that provided in these rules, including by fewer than two members of the Review Board, or a Hearing Officer, or by a Circuit Judge, such statutory procedure, as amended from time to time, shall govern and may be utilized without the necessity of further amendment to these administrative rules.

(5) Any Review Board that hears an appeal after an adverse determination shall consist of three members in attendance at the Review Board hearing. All decisions by the Review Board are final only when a quorum of members (2) votes to decide regarding the final reversal or affirmation of an adverse determination.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-4(e); Code of Alabama, 1975, § 16-1A-5(f); Code of Alabama, 1975, § 16-1A-6; Code of Alabama, 1975, § 16-1A-4(f).
History: Effective September 30, 2026.

755-X-1-.07 HEARING OFFICERS –

(1) The Alabama State Bar Association shall create and maintain a roster of licensed attorneys with significant experience in Workers' Compensation disputes. Upon request from an Employer, Employee, or TPA, the Executive Director of the Alabama State Bar Association shall, on a random and rotating basis, select a panel of five from the roster. The parties shall then select a Hearing Officer pursuant to § 16-1A-6(a)(3) of the Act. Each party to a dispute shall have the authority to strike two from the panel provided until one remains. The Fund shall have the 2nd and 4th strike and the Employee shall strike 1st and 3rd. The remaining designee becomes the Hearing Officer subject to any motions or request for recusal. All strikes are to be kept confidential by the Executive Director, counsel of record and the Employee. Recusal shall be determined by the ethical rules applicable to judges serving in Alabama.

(2) The Hearing Officer shall make arrangements for a court reporter to be present at all hearings over which the Hearing Officer presides. Appearance fees and transcript costs of the court reporter shall be borne by the Fund. Costs for services of the Hearing Officer shall be borne by the Fund.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-4(e); Code of Alabama, 1975, § 16-1A-5(f);
Code of Alabama, 1975, § 16-1A-6; Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-6(3).
History: Effective September 30, 2026.

755-X-1-.08 APPEALS OF ADVERSE DETERMINATIONS –

(1) In the case of any dispute regarding benefits, the Employer, Employee, TPA, or the Board may refer the dispute to the Review Board or a Hearing Officer by providing written notice to the Executive Director within sixty (60) days of any adverse decision to the Employee, the Fund, or otherwise. In case of a dispute between Employer and Employee or between dependents of a deceased Employee and the Employer with respect to the right to benefits, or the amount thereof, the Employee may submit the controversy to the Review Board or request a hearing before a Hearing Officer.

(2) The request for review must be in writing and directed to the Executive Director, must describe with particularity the issue or issues in dispute, and must be received no later than sixty (60) days from the date on which the Employee was notified of the disputed decision. Calculation of the sixty (60) days shall be calendar days, not "working days", and begins the day after the notification of adverse decision is sent to the Employee. It is preferred the Notice of Dispute Form be used. The Executive Director shall notify the TPA of the dispute within seven (7) days.

(3) The Hearing Officer, after conducting a hearing or upon submission of evidence as agreed by the Employee and the Fund, if appropriate, will determine the controversy and the decision will be binding, subject to review, upon appeal by the Employee or the Fund, by the Circuit Court in Montgomery County in the manner prescribed by the Administrative Procedures Act. The decision shall be based on a preponderance of the evidence as contained in the record of the hearing, except in cases involving injuries which have resulted from gradual deterioration or cumulative physical stress disorders, which shall be deemed compensable only upon a finding of clear and convincing proof that those injuries arose out of and in the course of the Employee's employment. "Clear and convincing" shall mean evidence that, when weighted against evidence in opposition, will produce in the mind of the trier of fact a firm conviction as to each essential element of the claim and a high probability as to the correctness of the conclusion. Proof by clear and convincing evidence requires a level of proof greater than a preponderance of the evidence or the substantial weight of the evidence, but less than beyond a reasonable doubt.

(4) Review Board decisions may be appealed to a Hearing Officer selected in accordance with Code of Alabama, 1975, § 16-1A-6. The use of the Review Board process is discretionary/optional and not required. If any party requests a hearing before a Hearing Officer, Hearing Officers are authorized to proceed regardless of whether the Review Board is or has been involved. A dispute may be submitted to the Review Board at the choice of the appealing party or the Review Board may be skipped and the disputing party may select a Hearing Officer instead to hear a dispute. Once a Review Board is bypassed, no party shall have the right to go back to a Review Board after a Hearing Officer has made a determination, except for settlement approvals.

(5) Any decision of a Hearing Officer may be appealed by an Employee or the Board or Fund pursuant to Alabama Code Section 41-22-20 and the Administrative Procedures Act in the Circuit Court of Montgomery County. The Circuit Court review shall not be a de novo review. The review is subject to the provisions of 41-22-20 and case law addressing same. The Notice of Appeal, Record Compilation and Review shall be as directed under the Alabama Administrative Procedures Act.

(6) The appealing party shall pay the court reporter transcription costs to the court reporter; however, the Circuit Court of Montgomery County has the discretion to assess costs subject to the statutory requirement in the Maryann Leonard Educators' On-The-Job Injury Act that transcription costs shall be taxed against the losing party.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-4(e); Code of Alabama, 1975, § 16-1A-5(f); Code of Alabama, 1975, § 16-1A-6(a); Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-6(b)(4).
History: Effective September 30, 2026.

755-X-1-.09 SALARY CONTINUATION –

(1) Upon determination by the Fund/TPA that an Employee has been injured on the job and cannot return to work as a result of the injury, the salary and fringe benefits of the Employee shall be continued by the Employer for a period of up to 90 working days consistent with the Employee's injury and the subsequent absence from work resulting from the injury. The Employer shall not be reimbursed by the Fund for any salary or benefits provided by an Employer under Code of Alabama, 1975, § 16-1-18.1 during the continuation period. Any decision to extend salary beyond the initial ninety (90) days must be sent to the Fund/TPA within five (5) days of that decision.

(2) If an Employer adopts a written policy to extend the 90-day sick leave period under Code of Alabama, 1975, § 16-1-18.1(d)(4), the Employer shall not be reimbursed for any salary or benefits provided during the time of any such extension.

(3) Where the 90-day salary continuation period or any extension thereof elapses, temporary total disability shall begin and be paid as contemplated by the Alabama Workers' Compensation Act until the date of maximum medical improvement or for other reasons when payment is no longer due to be paid such as when the Employee has returned to work in a light-duty or full-duty position or for other justifiable reasons. Temporary total disability ceases upon MMI being reached. Temporary partial disability shall be paid where such would be allowed under the Workers' Compensation Act. The permanent partial disability of 300 weeks for non-scheduled injuries shall be reduced by the number of weeks of salary continuation and/or payment of temporary total disability. This reduction is not to be taken for scheduled injuries.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1-18.1(d)(3);
Code of Alabama, 1975, § 16-1A-5(h); Code of Alabama, 1975, § 25-5-57(c)(3);
Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-5(f);
Code of Alabama, 1975, § 16-1-18.1(d)(4); Code of Alabama, 1975, § 16-1A-5(b)(2).
History: Effective September 30, 2026.

755-X-1-.10 NOTICE –

(1) Any Notice to the Board, the Program, or the Fund required by these rules shall be sent:

(a) To the attention of the Executive Director of the Board at the physical address of the Fund/Program listed on the Fund's website by personal service, registered mail, or certified mail to the Board at its last known place of business within the state, or

(b) To the attention of the Executive Director of the Board at the email address info@peeicb.alabama.gov.

(2) Notices of Appeal of disputed decisions shall be filed or submitted to the Executive Director in compliance with Rule 755-X-1-.08(1).

(3) A document transmitted electronically is filed on the date received by the Board, if received on or before 11:59 p.m. Central Time on a business day, and otherwise on the next business day.

(4) In computing any period of time prescribed by these rules, the day of the act or event from which the period begins to run is excluded. The last day of the period is included unless it is a Saturday, Sunday, or state legal holiday, in which case the period runs to the end of the next day that is not a Saturday, Sunday, state legal holiday, or holiday listed in subsection (5).

(5) Working Days – Shall mean Monday through Friday; however, not including legal holidays. In computing any period of time prescribed or allowed by these Rules, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday. As used in these Rules, "legal holiday" includes New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President or the Congress of the United States, or as prescribed in Code of Ala. 1975, § 1-3-8.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 25-5-79; Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.11 COMPENSATION GUIDELINES – GENERAL PRINCIPLES –

(1) All compensation for temporary partial disability, temporary total disability, permanent partial disability, and permanent total disability shall be paid in accordance with the statutes, provisions, defenses, and calculation methods set forth in the Alabama Workers' Compensation Act and any case law interpreting the same, unless otherwise directed herein. Compensation for temporary total disability and temporary partial disability shall only begin once the salary continuation provided by the Employer has been exhausted. The rules for calculation and payment are outlined more fully in § 755-X-1-.30-.36 of these rules.

(2) All compensation or other benefits for the death of an Employee shall be paid in accordance with the statutes, provisions, defenses, and calculation methods set forth in the Alabama Workers' Compensation Act and any case law interpreting the same. The definitions of Average Weekly Wage as set out in these rules shall be used for the calculation of these compensation benefits.

These General Principles are subject to the specifics of § 755-X-1-.30-.36.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 25-5-57; Code of Alabama, 1975, § 25-5-60;
Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-5(f);
Code of Alabama, 1975, § 16-1A-5(b)(2).
History: Effective September 30, 2026.

755-X-1-.12 APPLICABLE DEFENSES –

(1) Any defenses available under the Alabama Workers' Compensation Act shall be available to Employers.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.13 MEDICAL BENEFITS –

(1) Employees covered by PEEHIP shall have no right to a panel of four physicians. Employees covered by PEEHIP shall have the right to select the authorized treating physician for their injury from a list of the medical care providers available under the PEEHIP program subject to the rules of PEEHIP and below if employee is no longer covered by PEEHIP.

(2) Employees not covered by PEEHIP shall have a right to a panel of four physicians as referenced in Code of Alabama, 1975, § 25-5-77(a).

(3) In the event that an Employee refuses to provide access to medical records, treatment records, or billing information, the Fund, TPA, or the Board may immediately suspend benefits for the period of refusal and request a Hearing Officer to issue subpoenas to obtain records. This section shall also apply to any Employee who refuses to complete any form requested by the Executive Director or his designees which authorizes the production of same.

(4) Expense of Treatment –

(a) In addition to the compensation provided in these rules the medical insurance coverage in effect at the time of injury for the employee, shall pay the actual cost of the repair, refitting, or replacement of artificial members damaged as the result of an accident arising out of and in the course of employment, the medical insurance coverage in effect at the time of injury for the employee except as otherwise provided in this program, shall pay an amount not to exceed the prevailing rate or maximum schedule of fees for that Fund/TPA or as negotiated with the Fund/TPA as established of reasonably necessary medical and surgical treatment and attention, physical rehabilitation, medicine, medical and surgical supplies, crutches, artificial members, and other apparatus as the result of an accident arising out of and in the course of the employment, as may be obtained by the injured Employee or, in case of death, obtained during the period occurring between the time of the injury and the Employee's death therefrom. "Necessary medical and surgical" shall mean medically necessary services or supplies which are determined under this program to be appropriate and necessary for the symptoms, diagnosis or treatment of the condition; within standards of practice within the organized medical community in the United

States; not primarily for the convenience of the Employee, the Employee's physician or clinician or other provider; and administered with the appropriate frequency, quantity, duration and level of service.

(i) If an Employee is covered by PEEHIP, that Employee shall choose a PEEHIP covered physician as his/her authorized treating physician.

(ii) If an Employee previously covered by PEEHIP becomes no longer covered by PEEHIP and is treating with a physician that is not on the TPA medical provider network list, Employee shall be transferred to a physician in such network and that new physician shall become the authorized treating physician.

(iii) If an Employee is not covered by PEEHIP or ceases to be covered by PEEHIP and is dissatisfied with the initial treating physician and further treatment is required, the Employee may advise the TPA, and the Employee shall be entitled to select a physician from a panel or list of four physicians selected by the TPA. If four physicians or surgeons are not available to be listed, the TPA shall include, on the list, as many as are available. The four physicians or surgeons selected by the TPA hereunder shall not be from or members of the same firm, partnership, or professional corporation unless otherwise agreed to by the parties.

(b) The liability of the Board/Fund for payment of services rendered by physicians, as well as any other medical services, shall not exceed the maximum fees established under Ala. Code Section 25-5-313. Employees shall not be liable to physicians, or for any other medical services, for any amount in excess of the schedule of maximum fees established under Section 25-5-313, and consistent with Section 25-5-314. Notwithstanding any other provisions of this section to the contrary, the Fund or its agent may enter into agreements physicians, hospitals, and other health care providers for the provision of medical services to injured workers at any rates, fees or levels of reimbursement which shall be mutually agreed upon. For injured employees not covered by PEEHIP, the board shall provide payments for medical treatment for an on-the-job injury. The liability of the board for payment of services rendered by physicians, as well as any other medical services, shall not exceed the maximum fees established under Section 25-5-313. Employees shall not be liable to physicians, or for any other medical services, for any amount in excess of the schedule of maximum

fees established under Section 25-5-313, and consistent with Section 25-5-314. This language shall not prohibit the board from negotiating any rates, fees, or levels of reimbursement, which shall be mutually agreed upon between the physicians, hospitals, any other healthcare providers, and the board.

(c) All cases of dispute as to the necessity of the medical benefits shall be determined by the Review Board or Hearing Officer as outlined in these rules.

(d) The Employee is entitled to only one panel of four physicians on a claim. Notwithstanding this provision, where there is a surgery recommended, a surgical panel can be offered in accordance with the Alabama Workers' Compensation Act.

(5) The Fund or TPA shall have the right to monitor treatments and obtain records from medical providers providing benefits under the program including but not limited to the use of nurse case managers, obtaining all medical records, and to schedule appointments to ensure the Fund can assist in the treatment plan. The Fund or TPA shall monitor the progress of the injured Employee to encourage and facilitate his/her return to work. The injured Employee must cooperate with the Fund or TPA and its agents, nurses, and the physicians to attend all medical appointments and to complete the treatment protocols outlined by the doctors. Failure to cooperate will result in suspension of benefits for the period of non-compliance, and if the period of non-compliance exceeds ninety (90) days, termination of benefits.

(6) Emergency Treatment

(a) Upon initial injury and before an authorized physician is identified, an Employee sustaining an injury requiring immediate urgent/emergency medical attention may obtain emergency treatment. Emergency treatment, where necessary, is compensable without prior authorization. Following stabilization, continuing treatment shall be transferred to an authorized treating physician. Providing emergency treatment does not mean that a claim is deemed compensable and covered.

(b) Employees who already have an authorized treating physician for an injury shall make all efforts to see that physician. Once an Employee has a PEEHIP or non-PEEHIP authorized treating physician, only treatment by, through, or requested by that physician shall be covered as part of benefits for the on-the-job injury.

(7) Independent Medical Examinations

(a) The Fund or TPA may designate and authorize a board approved physician to perform an independent medical examination of an Employee claiming benefits.

(b) The Employee shall be given at least ten days' written notice of the time, place, and purpose of the examination, and the name and specialty of the examining physician.

(c) The Program shall pay the cost of the examination and shall reimburse the Employee for reasonable travel expenses

(d) An Employee's unreasonable refusal to attend a properly noticed examination is medical noncompliance and termination of benefits can be considered.

(8) Utilization Review, Bill Screenings, and Medical Necessity

(a) Any procedure, policy, or program directive for the conduct of utilization review, bill screening, or medical necessity determinations relating to services provided by physicians licensed to practice medicine shall comply with the rules adopted by the Workers' Compensation Medical Services Board under Ala. Code § 25-5-312.

(9) Reimbursement of Employee Out-Of-Pocket Medical Expenses

(a) An Employee, Employer, or medical provider seeking reimbursement from the Program shall file a claim for reimbursement with the Executive Director within twelve months of the date of service.

(b) An Employee covered by PEEHIP may be reimbursed for copayments and deductibles attributable to treatment of an accepted on-the-job injury, upon submission of proper documentation.

(c) Failure to file within the period in paragraph (a) bars reimbursement.

(d) All requests for reimbursement shall be submitted on the proper form to the TPA.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-5(f); § 16-1A-3(c)(3) Code of Alabama, 1975, § 25-5-77(a), § 25-5-77.
History: Effective September 30, 2026.

755-X-1-.14 REIMBURSEMENTS FOR MEDICAL BENEFITS –

(1) If an Employee seeks reimbursement from the Board, they must file a claim for reimbursement with the TPA within twelve (12) months of the date of service.

(2) Employees will not be reimbursed for mileage traveled for medical treatment without documentation of such travel and submission of the form designated for this purpose. Reimbursement for mileage to and from designated physicians or treatment shall be in compliance with the rates of reimbursement under the Alabama Workers' Compensation Act on the date of travel.

(3) Employees covered by PEEHIP will not be reimbursed for medical copayments or deductibles for services unless they allow the TPA and Executive Director access to medical records, treatment records, or billing information for the services for which they seek reimbursement and submission of the form designated for this purpose.

(4) Employees not covered by PEEHIP will not be reimbursed for medical benefits unless they allow the TPA and Executive Director access to medical records, treatment records, or billing information for the services for which they seek reimbursement and submission of the form designated for this purpose.

(5) See also Rule 755-X-1-.13(9).

(6) All requests for reimbursement for copays, medical benefits, mileage or otherwise must be submitted to the TPA on the form provided by the Fund.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.15 SEVERABILITY –

(1) If any provision of these rules is held invalid by a court of competent jurisdiction, the invalidity shall not affect the provisions that can be given effect without the invalid provisions, and to this end, the provisions of these rules are declared to be severable.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-5(f); Act #2025-223.
History: Effective September 30, 2026.

755-X-1-.16 EXCLUSIVE REMEDY –

(1) No Employee of any Employer subject to this chapter, nor the personal representative, surviving spouse, or next of kin of the Employee shall have a right to any other method, form, or amount of compensation, benefits or damages, for an injury or death occasioned by an accident or occupational disease proximately resulting from and while engaged in the actual performance of the duties of his or her employment and from a cause originating in such employment or determination thereof.

(2) The rights and remedies granted herein to an Employee shall exclude all other rights and remedies of the Employee, his or her personal representative, parent, dependent, or next of kin, at common law, by statute, or otherwise, on account of injury, loss of services, or death. Except as provided herein, no Employer shall be held civilly liable for personal injury to or death of the Employer's Employee, for purposes herein, whose injury or death is due to an accident or to an occupational disease while engaged in the service or business of the Employer, the cause of which accident or occupational disease originates in the employment. In addition, immunity from civil liability for all causes of action except those based upon willful conduct shall also extend to the TPA, the Board of the Employer and to the Fund; to a person, firm, association, trust, fund, or corporation responsible for servicing and payment of workers' compensation claims for the Employer; to an officer, director, agent, or Employee of the carrier, person, firm, association, trust, fund, or corporation; to a labor union, an official, or representative thereof; to a governmental agency providing occupational safety and health services, or an Employee of the agency; and to an officer, director, agent, or Employee of the same Employer, or his or her personal representative.

(3) For the purpose of this section, the Fund, its Employee, person, firm, association, trust, fund, or corporation shall include a company or a governmental agency making a safety inspection on behalf of an Employer or its Employees and an officer, director, agent, or Employee of the company or a governmental agency.

(4) No Employee of any Employer subject to these rules, nor the personal representative, surviving spouse or next of kin of any such Employee shall have any right to any other method, form or amount of compensation, benefits or damages for the contraction of an occupational disease, as defined herein, or for injury, disability, loss of service or death

resulting from such disease, arising out of and in the course of employment, or determination thereof, in any manner other than as provided herein.

(5) The rights and remedies granted herein shall exclude all other rights and remedies of an Employee, his personal representative, parent, surviving spouse, dependents or next of kin, at common law, by statute, contract or otherwise on account of the contraction of an occupational disease, as defined herein, and on account of any injury, disability, loss of service or death resulting from an occupational disease, as defined herein. Except as provided herein, no Employer included within the terms of this chapter and no officer, director, agent, servant or Employee of such Employer shall be held civilly liable for the contraction of an occupational disease, as defined in this article, or for injury, disability, loss of service or death of any Employee due to an occupational disease while engaged in the service or business of the Employer, the cause of which occupational disease originates in the employment; but nothing in this section shall be construed to relieve any person from criminal prosecution for failure or neglect to perform any duty imposed by law. The immunity from civil liability shall extend to any on-the-job injury benefits provider of such Employer and to any officer, director, agent, servant or Employee of such provider, and such immunity shall further extend to any labor union, or any official or representative thereof, making a safety inspection for the benefit of the Employer or the Employees.

(6) Nothing in this section shall be construed to relieve a person from criminal prosecution for failure or neglect to perform a duty imposed by law.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Code of Alabama, 1975, § 16-1A-4(f); Code of Alabama, 1975, § 16-1A-5(f); Ala. Code Section 25-5-52, 53 and 114.
History: Effective September 30, 2026.

755-X-1-.17 RETURN TO WORK –

(1) If, on or after the date of maximum medical improvement, an injured worker returns to work at a wage equal to or greater than the worker's pre-injury wage, the worker's permanent partial disability shall be equal to his or her physical impairment assigned by the authorized treating physician under the 4th edition of the AMA Guides to Medical Impairment and the Fund, Review Board, Hearing Officer, or Circuit Court shall not consider any evidence of vocational disability.

(2) Notwithstanding the foregoing, if the Employee has lost his or her employment under circumstances other than any of the following within a period of time not to exceed 300 weeks from the date of injury, an Employee may petition a Hearing Officer within two years thereof for reconsideration of his or her permanent partial disability rating.

a. The loss of employment is due to a labor dispute still in active progress in the establishment in which he or she is or was last employed. For the purpose of this section only, the term "labor dispute" includes any controversy concerning terms, tenure, or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of Employer and Employee. This definition shall not relate to a dispute between an individual worker and his or her Employer.

b. The loss of employment is voluntary, without good cause connected with such work.

c. The loss of employment is for a dishonest or criminal act committed in connection with his or her work, for sabotage, or an act endangering the safety of others.

d. The loss of employment is for actual or threatened misconduct committed in connection with his or her work after previous warning to the Employee.

e. The loss of employment is because a license, certificate, permit, bond, or surety which is necessary for the performance of such employment and which he or she is responsible to supply has been revoked, suspended, or otherwise become lost to him or her for a cause.

(3) The burden of proof is on the Employer to prove, by clear and convincing evidence, that an Employee's loss of employment was due to one of the causes (a) through (e) above. At the hearing, the Hearing Officer may consider evidence as to the earnings the Employee is

or may be able to earn in his or her partially disabled condition and may consider any evidence of vocational disability. The fact the Employee had returned to work prior to his or her loss of employment shall not constitute a presumption of no vocational impairment. In making this evaluation, the Hearing Officer shall consider the permanent restriction, if any, imposed by the treating physician, as well as all available reasonable accommodations that would enable the Employee in his or her condition following the accident or onset of occupational disease to perform jobs that he or she in that condition otherwise would be unable to perform, and shall treat an Employee able to perform with such accommodation as though he or she could perform without the accommodation.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code § 25-5-57(a)(3)(i).
History: Effective September 30, 2026.

755-X-1-.18 THIRD-PARTY ADMINISTRATOR (TPA) –

(1) The Board may establish or contract with a third-party administrator to oversee benefits paid to Employees and to coordinate with PEEHIP.

(2) A contract for TPA services shall be procured under Article 5 of Chapter 4 of Title 41, without regard to exemptions.

(3) No TPA, whether contracted or otherwise established, may have any business or administrative relationship, direct or indirect, with any education association in Alabama.

(4) Every respondent to a solicitation for TPA services shall submit a sworn disclosure identifying any relationship described in paragraph (3), including relationships held by any parent, subsidiary, affiliate, officer, director, or subcontractor. A respondent that cannot certify the absence of such a relationship is disqualified.

(5) A TPA shall provide the certification required by paragraph (4) annually during the term of its contract and shall notify the Executive Director in writing within [ten] business days of any change in circumstances affecting the certification. Failure to disclose that or if the circumstances under Paragraph 4 change is grounds for immediate termination of the contract.

755-X-1-.19 PUBLIC RECORDS, CONFIDENTIALITY, AND RECORDS RETENTION –

(1) Records of the Board are public records except to the extent disclosure is prohibited or restricted by the Health Insurance Portability and Accountability Act, 42 U.S.C. § 1320d et seq., its implementing regulations, or other applicable law.

(2) Individually identifiable health information shall be treated in compliance with Alabama Code § 25-5-77(b).

(3) An Employee's Social Security number shall not be disclosed in any public record, order, or published decision. The last four digits may be used or disclosed for identification purposes in documents or Settlement Agreements.

(4) Claim files shall be retained for not less than ten years following the later of final payment of benefits or final disposition of any dispute, and thereafter may be disposed of unless otherwise required by law.

(5) Claim Notes are not subject to discovery in a disputed claim over an adverse determination by the Employee except for the First Report of Injury, Accident report/Employee Statement, forms approved by the Fund for payment of benefits and an Employee's own statements.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-4(f), 16-1A-5(f); 42 U.S.C. § 1320d et seq.; Ala. Code §§ 41-13-20 et seq.
History: Effective September 30, 2026.

755-X-1-.20 SCOPE OF EMPLOYMENT; PROGRAM-SPECIFIC APPLICATIONS –

(1) An injury is compensable if it arises out of and in the course of employment, or if it occurs during the performance of duties.

(2) Without limiting paragraph (1), the following are within the performance of duties when the activity is assigned, directed, requested, or approved by the Employer:

(a) Supervision of students during instructional and non-instructional time, including hallway, cafeteria, playground, and bus-loading duty;

(b) Athletic events, band and club activities, academic competitions, and other school-sponsored extracurricular activities, whether on or off the Employer's premises;

(c) Field trips and overnight school-sponsored trips, including travel to and from the destination;

(d) Operation, fueling, cleaning, inspection, and routine servicing of a school bus or other Employer vehicle;

(e) Intervention in an altercation among students, or action taken to protect a student, another Employee, or a visitor from harm;

(f) Duties performed outside the regular academic term, including summer school, summer athletic and band activities, professional development, and preparation of facilities; and

(g) Duties performed at a location other than the Employer's premises when the Employee is directed or requested by the Employer to be at that location and the activities are directly related to Employee’s job duties.

(3) An injury sustained during ordinary travel between the Employee's residence and the Employee's regular work location is not compensable, except where the Employee is traveling at the direction of the Employer to a location other than the regular work location and in furtherance of the duties of the job.

(4) An injury inflicted by a student, parent, or other third-party is compensable if the injury arose from or was directed at the Employee because of the Employee's employment or the performance of the Employee's duties. If the assault is because of something personal to the Employee, the injury shall not be considered in the line and scope of employment.

(5) An injury resulting from gradual deterioration or a cumulative physical stress disorder is compensable only upon clear and convincing proof that the injury arose out of and in the course of employment, as provided in Ala. Code § 16-1A-6(c).

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-2(6), 16-1A-6(c), 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.21 — NOTICE OF INJURY, REPORTING, AND FORMS –

(1) An Employee who sustains an on-the-job injury shall provide written notice of the injury to an immediate supervisor or to an executive officer designated by the school within five working days after the injury occurred unless prevented by incompetence or physical or mental incapacity to report of the injured Employee, in which case the Employee or his representative shall provide notice within ninety (90) days or the claim is barred. The Employee shall be provided the telephone number for reporting the injury by the school or supervisor upon first notice of any alleged injury. Employees or their substitute are encouraged to provide notice of any on-the-job injury as soon as possible. Notice is sufficient if the Employee reports the injury to the TPA or other telephone/triage line designated for that purpose within the time frames outlined and established herein.

(2) Where the Employee has died or is not clinically able to give notice, another individual who is reasonably knowledgeable of the injury may give notice within ninety (90) days of the date of the injury or the claim is barred.

(3) Notice shall be given on the First Report of Injury form adopted by the Fund.

(4) For an injury resulting from gradual deterioration, cumulative physical stress, or occupational exposure, the notice period begins on the date the Employee first knew, or reasonably should have known, of the injury including but not limited to the date of diagnosis.

(5) The Fund may adopt additional notification procedures by written policy. No Employer policy may supersede, shorten, or add a condition to the notice requirements of the Act or of this Chapter.

(6) The Fund shall accept a notice of injury delivered to a principal, assistant principal, department chair, athletic director, transportation supervisor, or other individual exercising supervisory authority over the Employee when that notice is transmitted promptly to the Executive Officer.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-3(a)(1), 16-1A-3(a)(3), 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.22 EMPLOYER FIRST REPORT OF INJURY –

(1) Upon receiving notice of an injury, the Employer shall prepare the First Report of Injury form adopted for that purpose or the Employee/Employer may contact the telephone/triage line of the TPA to report the injury. If the TPA is contacted they will complete the First Report of Injury and forms to begin the claim process. A First Report of Injury completed by the Employer or the TPA, based on the information provided by the Employee timely, shall be acceptable as Notice of the Claim for the Board/Fund. The Employee shall provide written notice of the injury to an immediate supervisor or the executive officer within five working days after the injury occurred, or where the Employee has died or is not clinically able to make notification, another individual who is reasonably knowledgeable may make the notification of the injury within 90 days of the date of the injury. The Employer or Employee is encouraged to contact the TPA triage/telephone number to report the injury as this will be the simplest and easiest way to begin the claim process. If the TPA is unavailable, the Employer shall prepare the First Report of Injury and provide it to the Executive Director. The form for this will be made available on the Fund's webpage.

(2) An Employer that refuses to complete and submit a First Report of Injury after timely notice shall, within five working days of the refusal, provide the Employee with a written statement of the findings of fact supporting that decision, together with written notice of the Employee's right to challenge the decision under Chapter 755-X-1-.08. If the Employer refuses to submit the documentation, the Employee may report the claim to the telephone number provided by the TPA for reporting claims so that an investigation may be commenced.

(3) For any claims in which the Employee challenges the decisions herein under 755-X-1-.22(2), Employer shall submit any and all investigative files and the basis for said denial to the Fund/TPA.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-3(a)(2), 16-1A-6(a), 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.23 EMPLOYEE COOPERATION AND MEDICAL AUTHORIZATION –

(1) An Employee seeking benefits shall complete any form reasonably requested by the Executive Director or the TPA in connection with the claim, including an authorization for release of medical records, a list of medical providers, treatment records, and billing information relating to the injury.

(2) Failure to comply by the Employee shall lead to the suspension of benefits for the time of non-compliance and if the refusal lasts more than 90 days, the termination of benefits.

(3) The Employer, the TPA, or the Board may request a Hearing Officer to compel production. Nothing contained herein shall prohibit the Employer, the TPA, the Board, or the Employee from requesting a Hearing Officer to conduct and govern discovery issues, including the compelling of discovery responses.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-4(f), 16-1A-5(f), 16-1A-6(d); 42 U.S.C. § 1320d et seq.
History: Effective September 30, 2026.

755-X-1-.24 EFFECT OF PREEXISTING INJURIES, CONDITIONS OR INFIRMITIES –

(1) If the degree or duration of disability resulting from an accident is increased or prolonged because of a preexisting injury or infirmity, the Employer shall be liable only for the disability that would have resulted from the accident had the earlier injury or infirmity not existed.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code § 25-5-58.
History: Effective September 30, 2026.

755-X-1-.25 ADOPTION OF UNIFORM FORMS –

(1) The Board adopts the following uniform forms, which shall be published on the Program's website:

a. Accident Report Employee Statement;
b. Employer First Report of Injury;
c. Authorization for Release of Medical Information;
d. Medical Mileage and Reimbursement Request;
e. Employee Request for Reimbursement from the Fund of Medical Copays and Deductibles; and
f. Notice of Dispute Form

The Board has the authority to adopt other forms at its discretion to facilitate expediting claims handling as time progresses. Adoption of new forms does not require amendments by rule making procedures.

(2) The Executive Director shall ensure that current versions and updates are publicly available at no cost on the website.

(3) The forms shall be available on the Program's website.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-3(a)(2), 16-1A-4(f), 16-1A-5(f); Ala. Code § 41-22-4.
History: Effective September 30, 2026.

755-X-1-.26 CLAIM INTAKE ASSIGNMENT AND INITIAL COMPENSABILITY DECISION –

(1) Upon receipt of a First Report of Injury, the TPA shall open a claim file, assign a claim number, and provide a written or electronic acknowledgment to the Employee and the Employer.

(2) The acknowledgment shall state the claim number, the name and contact information of the assigned adjuster, a description of the benefits potentially available, and the Employee's rights under Chapter 755-X-1-.10.

(3) The initial determination of acceptance or denial of a claim as compensable shall be made by the TPA, with advice and counsel from the Fund or its attorneys, if needed, as directed by the Executive Director.

(4) The determination of initial compensability shall be made as soon as practical given the needs for time for investigation and gathering of pertinent records. The goal will be all initial compensability decisions within thirty (30) days of receipt but no more than the salary continuation period from date of receipt. If the investigation is anticipated to take more than the time of salary continuation, the TPA may issue an under investigation designation and have an additional ninety (90) days to make a determination of initial compensability. Only Employees covered by PEEHIP will receive medical benefits during the investigation period.

(5) Any reports of injury or payments made for any shall not operate as an admission of liability or compensability.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-4(e)(1), 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.27 NOTICE OF DETERMINATION; CONTENT AND EFFECT –

(1) An adverse determination to an Employee's claim for benefits, whether initially or during the course of the claim, shall be issued by the TPA and served on the Employee at their last known mailing address or verified electronic address and/or the Employee's counsel who has notified the Fund of his/her representation by a method that produces confirmation of delivery, electronically or by certified mail.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-6(a), 16-1A-6(b)(5), 16-1A-5(f), 16-1A-4(f); Ala. Code § 41-22-20.
History: Effective September 30, 2026.

755-X-1-.28 CONTINUING OBLIGATIONS –

(1) An Employee receiving benefits shall report to the TPA any return to work, any change in work status, and any receipt of wages from any Employer including self-employment.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-4(f), 16-1A-5(f), 16-1A-6.
History: Effective September 30, 2026.

755-X-1-.29 OVERPAYMENT AND FRAUD –

(1) An overpayment of benefits may be recovered by credit against future benefits payable on the same claim, or by other lawful means.

(2) The Fund, upon notice from the TPA of any suspected fraudulent claim or fraudulent billing, may suspend payment or benefits pending resolution, upon written notice stating the basis for said action. The suspension shall continue for ninety (90) days or until such time as a reasonable investigation is concluded. If an adverse determination to the Employee is made it shall be issued by the TPA within seven (7) days of conclusion of investigation and decision. Any adverse determination shall be subject to Rule 755-X-1-.08.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-4(e)(2), 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.30 COMPENSATION AND SALARY CONTINUATION –

A. Types of Indemnity Compensation -

(1) An Employee who is unable to work as a result of an accepted on-the-job injury may be entitled to salary continuation, temporary total disability, temporary partial disability, permanent partial disability, or permanent total disability compensation as set forth in the Alabama Workers' Compensation Act and any case law interpreting the same, unless otherwise directed herein.

(2) Compensation for the death of an Employee is provided herein.

(3) Temporary total and temporary partial disability compensation begin only after the salary continuation provided by the Employer under Ala. Code § 16-1-18.1(d)(3) has been exhausted. See Rule 755-X-1-.09.

B. Limitation on Compensation Benefit –

(1) Compensation benefits paid to a contract Employee, combined with salary payments made to the contract Employee pursuant to the contract, may not exceed the total amount payable to the contract Employee under the terms of the employment contract.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1-18.1(d)(3), 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.31 AVERAGE WEEKLY WAGE –

(1) The average weekly wage is the basis for computing indemnity benefits.

(2) The average weekly wage shall be computed by dividing the Employee's total earnings from the Employer of record during the fifty-two weeks immediately preceding the date of injury by fifty-two.

(3) Where the Employee worked for the Employer of record for fewer than fifty-two weeks preceding the injury, the average weekly wage shall be computed by dividing total earnings by the number of weeks actually worked. This subsection applies to full-time Employees and adult bus drivers who work and are paid normally over the full twelve-month annual period.

(4) For an Employee employed on a contract of fewer than twelve months, including a nine-month or ten-month contract, total contract earnings for the applicable contract year shall be divided by fifty-two. Weeks during which the Employee was not scheduled to work because of the academic calendar shall not be excluded from the divisor.

(5) Earnings include base contract salary, supplemental contract pay, coaching and extracurricular stipends, extended-day and extended-year pay, career and technical education supplements, and summer employment with the Employer of record.

(6) Earnings do not include reimbursement of expenses, or earnings from employment other than with the Employer of record, except as provided in paragraph (7).

(7) Where the methods in paragraphs (2) through (4) cannot fairly be applied, the average weekly wage shall be computed by such method as will most nearly approximate the amount the Employee would be earning were it not for the injury.

(8) Fringe Benefits are included and added in the calculation of average weekly wage unless the Employee continues to receive same after the injury.

(9) Compensation benefits paid to contract Employees combined with salary payments made to the contract Employee pursuant to the contract shall not exceed the total amount payable to the contract Employee under the terms of the employment contract.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.32 COMPENSATION RATES; MAXIMUM AND MINIMUM –

(1) The weekly compensation rate for temporary total disability, permanent total disability, and permanent partial disability shall be in the amounts in Alabama Workers' Compensation Act, subject to the maximum and minimum amounts as set forth herein.

(2) The weekly compensation rate for temporary partial disability is 66-2/3 percent of the difference between the Employee's average weekly wage and the weekly wage the Employee is able to earn after the injury.

(3) The weekly compensation rate shall not exceed the maximum, nor fall below the minimum, established by the Workers' Compensation Act at the rates in effect on the date of the injury.

(4) The maximum and minimum rates applicable to a claim are the rates in effect on the date of injury as provided by the Alabama Department of Workforce under the Alabama Workers' Compensation Act each year.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.33 SALARY CONTINUATION AND SETOFF –

(1) Upon determination by the Fund/TPA that an Employee has been injured on the job and cannot return to work as a result of the injury, the Employer shall continue the salary and fringe benefits of the Employee for a period of up to ninety working days, as provided in Ala. Code § 16-1-18.1(d)(3). See Rule 755-X-1-.09.

(2) Temporary total and temporary partial disability benefits payable by the Fund do not begin until the salary continuation period has been exhausted. The amount of permanent partial disability for non-scheduled injuries shall be reduced by the number of weeks of salary continuation or temporary total disability paid.

(3) For purposes of computing the reduction in paragraph (2), five working days of salary continuation equals one week. A partial week is credited in fifths.

(4) Where an Employer adopts a written policy extending the ninety-day period under Ala. Code § 16-1-18.1(d)(4), the setoff reduction continues for the duration of the extension, and the Employer shall not be reimbursed from the Fund for salary or benefits provided during the extension.

(5) The Employer shall not be reimbursed from the Fund for salary or benefits provided under Ala. Code § 16-1-18.1 during the ninety-day continuation period.

(6) The Employer shall report the commencement extension, rate, or change in rate and cessation of salary continuation to the TPA within five (5) working days of each event.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1-18.1(d)(3), 16-1-18.1(d)(4), 16-1-18.1(d)(6), 16-1A-2(4), 16-1A-5(h), 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.34 PERMANENT DISABILITY BENEFITS –

(1) Permanent partial disability benefits are payable upon a determination that the Employee has reached maximum medical improvement or non-surgical maximum medical improvement and retains a permanent impairment resulting from the injury as follows. as determined by the authorized treating medical care provider, or if an appeal of an Adverse Determination is made the Hearing Officer or Review Board may modify the rating based on the evidence presented as allowed under law.

(2) The Board adopts the following schedule for schedule of injuries:

a. Amount and Duration of Compensation. - For permanent partial disability, the compensation shall be based upon the extent of the disability. In cases included in the following schedule, the compensation shall be 66 2/3 percent of the weekly earnings, during the number of weeks set out in the following schedule:

1. For the loss of a thumb, 62 weeks.

2. For the loss of a first finger, commonly called the index finger, 43 weeks.

3. For the loss of the second finger, 31 weeks.

4. For the loss of the third finger, 22 weeks.

5. For the loss of a fourth finger, commonly called the little finger, 16 weeks.

6. The loss of the first phalange of the thumb or of any finger shall be considered as equal to the loss of the one half of the thumb or finger, and compensation shall be paid at the prescribed rate during one half of the time specified above for the thumb or finger.

7. The loss of two or more phalanges shall be considered as the loss of the entire finger or thumb, but in no case shall the amount received for more than one finger exceed the amount provided in this schedule for the loss of a hand.

8. For the loss of a great toe, 32 weeks.

9. For the loss of any of the toes other than the great toe, 11 weeks.

10. The loss of the first phalange of any toe shall be considered to be equal to the loss of one half of the toe, and compensation shall be paid at the prescribed rate during one half the time prescribed above for the toe.

11. The loss of two or more phalanges shall be considered as the loss of an entire toe.

12. For the loss of a hand, 170 weeks.

13. For the loss of an arm, 222 weeks.

14. For the loss of a foot, 139 weeks.

15. Amputation between the elbow and wrist shall be considered as the equivalent to the loss of a hand, and amputation between the knee and ankle shall be considered as the equivalent of the loss of a foot.

16. For the loss of a leg, 200 weeks.

17. For the loss of an eye, 124 weeks

18. For the complete and permanent loss of hearing in both ears, 163 weeks.

19. For the complete and permanent loss of hearing in one ear, 53 weeks.

20. For the loss of an eye and a leg, 350 weeks.

21. For the loss of an eye and one arm, 350 weeks.

22. For the loss of an eye and a hand, 325 weeks.

23. For the loss of an eye and a foot, 300 weeks.

24. For the loss of two arms, other than at the shoulder, 400 weeks.

25. For the loss of two hands, 400 weeks.

26. For the loss of two legs, 400 weeks.

27. For the loss of two feet, 400 weeks.

28. For the loss of one arm and the other hand, 400 weeks.

29. For the loss of one hand and one foot, 400 weeks.

30. For the loss of one leg and the other foot, 400 weeks.

31. For the loss of one hand and one leg, 400 weeks.

32. For the loss of one arm and one foot, 400 weeks.

33. For the loss of one arm and one leg, 400 weeks.

34. For serious disfigurement, not resulting from the loss of a member or other injury specifically compensated, materially affecting the employability of the injured person in the employment in which he or she was injured or other employment for which he or she is then qualified 66 2/3 percent of the weekly earnings for the period as the Review Board may determine, but not exceeding 100 weeks.

35. For any partial loss of or loss of use by a medical impairment rating, the number of weeks under the schedule is multiplied by the percentage of impairment to obtain the number of weeks to be paid.

36. Compensation for Permanent Partial Disabilities Not Enumerated in the Schedule. For all other permanent partial disabilities not above enumerated, the compensation shall be 66 2/3 percent of the difference between the weekly earnings of the worker at the time of the injury and the weekly earnings he or she is able to earn in his or her partially disabled condition, subject to the same maximum weekly compensation as outlined in the Workers' Compensation Act. If a permanent partial disability, compensation for which is not calculated by use of the schedule in subdivision 755-X-1-.34(2) of this rule, follows a period of temporary total disability resulting from the same injury, the number of weeks of the temporary total disability shall be deducted from the number of weeks payable for the permanent partial disability. Compensation shall continue during disability, but not beyond 300 weeks. The following formula shall be used to determine the compensation rate for injuries subject to this section's current weekly wage times the percent of disability times two thirds. The number of weeks shall be multiplied by percentage of impairment to determine the number of weeks paid.

37. The permanent partial disability caps on weekly benefits as outlined in the Workers Compensation Act shall apply.

(3) Permanent and Total Disability:

The total and permanent loss of the sight of both eyes or the loss of both arms at the shoulder or any physical injury or mental impairment resulting from an accident, which injury or impairment permanently and totally incapacitates the employee from working at and being retrained for gainful employment, shall constitute prima facie evidence of permanent total disability but shall not constitute the sole basis on which an award of

permanent total disability may be based. Any employee whose disability results from an injury or impairment and who shall have refused to undergo physical or vocational rehabilitation or to accept reasonable accommodation shall not be deemed permanently and totally disabled.

(4) A determination of maximum medical improvement shall be documented and determined by the authorized treating physician and can be an adverse determination that can be appealed by the Employee. If an authorized treating physician is refusing to answer questions of mmi as to whether an employee has reached maximum medical improvement or the Fund/TPA disagrees with the physician on the issue, the Fund/TPA can request an Independent Medical Examination, as contemplated in these rules, to obtain a maximum medical improvement date or dispute the refusal of the physician to provide one and that evidence shall be considered in determining maximum medical improvement.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-4(f), 16-1A-5(f), § 25-5-57.
History: Effective September 30, 2026.

755-X-1-.35 TRANSITIONAL AND MODIFIED DUTY –

(1) An Employer may offer, and an Employee is required to accept, transitional or modified duty within the restrictions stated by the authorized treating physician. Failure to accept this work will result in suspension of benefits for the period of refusal and if it exceeds ninety (90) days, benefits shall be terminated, subject to a review consistent with a review of Adverse Determinations. During the period of appeal on this issue the Employee's compensation benefits(not medical) shall be suspended until a decision is made by the Review Board or Hearing Officer.

(2) An offer of modified or transitional duty shall be in writing.

(3) Transitional or modified duty assignments in an educational setting may include, as examples, classroom instruction with modified supervision responsibilities, virtual or remote instruction, curriculum development, administrative or clerical work, library or media center assignments, testing coordination, tutoring, and modified transportation duties consistent with any commercial driver license and medical certification requirements.

(4) An assignment shall not require the Employee to exceed any stated restriction.

(5) An Employee who is provided transitional or modified duty at less than the pre-injury average weekly wage is entitled to temporary partial disability benefits, if and only if the salary continuation period has elapsed.

(6) An Employee's refusal to accept and complete the duties in compliance with Paragraph (1), (2), and (4), is grounds for suspension as outlined in Paragraph 1. The suspension of benefits shall last for the period of refusal and if it exceeds ninety (90) days, the Employee will be deemed to have forfeited his/her rights to compensation.

(7) A transitional assignment does not alter the Employee's contract status, certification, tenure, or salary schedule placement.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.36 CONTINUATION OF HEALTH INSURANCE CONTRIBUTIONS –

(1) An Employer shall continue to make all required health insurance contributions on behalf of an Employee receiving benefits under the Program until the Employee's separation from employment, as provided in Ala. Code § 16-1A-5(g).

(2) An Employer shall notify the TPA in writing within five working days of any separation from employment of an Employee with an open claim.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-5(g), 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.37 DEATH BENEFITS –

(1) Where an on-the-job injury results in the death of an Employee, benefits are payable to the Employee's dependents or the Estate of the deceased if there are no dependents.

(2) The Board adopts the classes of dependents, the percentages for one or more dependents, the compensation payable, the duration of payments, and the burial allowance as provided in the Alabama Workers' Compensation Act.

(4) A claim for death benefits is subject to the two year statute of limitations period and notice requirements.

(5) Any claim for death benefits shall require proof that the Employee's death was caused by the on-the-job injury or medical condition.

(6) A denial of death benefits is appealable under § 755-X-1-.08.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.38 SUBROGATION AND THIRD-PARTY RECOVERY –

(1) Where an on-the-job injury is caused under circumstances creating a legal liability from a third-party, the Fund or its designee may subrogate, seek reimbursement, or seek credit for amounts paid or to be paid under the Program from a third-party or from the third-party tortfeasor's insurer, as provided in Ala. Code § 16-1A-5(i). The right to subrogation is for all benefits, reimbursement, and expenses paid by the Fund.

(2) An Employee or his/her estate or its administrator or beneficiaries shall notify the TPA in writing within ten (10) days of asserting any claim against a third-party arising from the accident, injury, or death and shall provide the identity of the third-party, the insurer, and counsel, if known.

(3) An Employee shall not settle a third-party claim without providing written notice to the Fund and/or the TPA. The Fund shall have the right to intervene in any third-party action to recover monies due to it regardless of the subrogation laws of the jurisdiction where the accident occurred.

(4) Should the Employee fail to seek recovery against the third-party within the statute of limitations, the Fund shall have the right to seek reimbursement for a period of six months after the 2 year statute of limitations has elapsed in compliance with the terms of the Alabama Workers' Compensation Act.

(5) If the Employee fails to protect, negotiate, or pay the Fund's rightful subrogation interest and the Employee has accepted monies from the third-party or its insurer, the Fund shall have the right to bring an action against the Employee in the Circuit Court of Montgomery County to recover benefits paid.

(6) The Fund's subrogation interest shall be subject to the Common Fund Doctrine or the value of the attorney's contract with the Employee and shall not include a pro rata share of expenses incurred by Plaintiff's counsel.

(7) If any future medical or compensation benefits remain open, the Fund/Employer retains the right to make a claim for subrogation, reimbursement, or credit from any third-party recovery and may offset for any such benefits due in the future.

(8) This right of subrogation and/or reimbursement and/or credit is one that is held by the Fund.

(9) PEEHIP has subrogation rights under the MaryAnn Leonard Act in relation to medical benefits they have provided and may also assert those rights at their discretion.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-5(i), 16-1A-4(f), 16-1A-5(f).
History: Effective September 30, 2026.

755-X-1-.39 DISPUTE RESOLUTION, REVIEW BOARD, HEARING OFFICERS, AND MEDIATIONS

A. Scope; Initiating a Dispute

(1) This section governs disputes arising under the Act between an Employee and an Employer, or including those between an Employee and the Fund/TPA, pursuant to Ala. Code § 16-1A-1, et seq.

(2) A dispute is initiated by filing a Notice of Dispute with the Fund, stating the determination challenged, the relief sought, and whether the party requests a Hearing Officer or Review Board. The Notice of Dispute must be made in compliance with § 755-X-1-.08 and is recommended that the form for this purpose shall be used.

B. Referral to the Review Board or to a Hearing Officer

(1) Any dispute arising under the Act appealed to the Review Board or Hearing Officer shall be sent by the Executive Director to the Review Board or Hearing Officer within fourteen (14) days of receipt.

(2) Notwithstanding paragraph (1), if an Employee, Employer, or TPA requests a Hearing Officer, the dispute shall be referred to and adjudicated by a Hearing Officer.

(3) Review Board proceedings are not a prerequisite to a hearing before a Hearing Officer. A Hearing Officer is authorized to proceed regardless of whether the Review Board has been involved.

(4) A determination of the Review Board may be appealed to a Hearing Officer by any party by filing a Notice within thirty (30) calendar days of service of the determination. The Notice must state the issues on appeal.

(5) Appeals to the Circuit Court of Montgomery County must be in compliance with § 755-X-1-.08.

C. The Review Board

(1) The Review Board consists of three people designated by the Board, serving at its pleasure. Members are selected and may be removed by three affirmative votes of the Board, announced at a public meeting. The roster of potential Review Board members shall be between 3 and 15 members.

(2) No member or Employee of the Board may serve on the Review Board.

(3) Two members constitute a quorum. Any action of the Review Board requires the affirmative vote of two members.

(4) The Executive Director may appoint an acting member to fill a vacancy occurring between meetings of the Board, to serve until the next meeting of the Board.

(5) The Review Board shall hear and consider claims by Employees who disagree with a determination of entitlement to compensation and medical benefits, and shall approve settlements, including lump sum settlements and settlements closing some or all benefits, when agreed to by the parties and permitted by the Program subject to subsection J(3) of this Rule.

(6) The Review Board shall issue a written determination stating its findings and the basis for its decision, and shall serve it on all parties, together with notice of the right to appeal. The decision shall be made within thirty (30) calendar days of hearing and the parties notified by mail and/or email.

(7) If necessary, Review Board members shall receive reimbursement for travel and per diem at the rate applicable to state Employees and mileage if using their own personal vehicle to attend.

(8) The parties shall have the right to have counsel represent them at any hearing.

D. Selection and Qualification of Hearing Officers

(1) Upon a request for a Hearing Officer, the Executive Director shall request selection from the panel of attorneys maintained by the Executive Director of the Alabama State Bar. The panel shall consist of 5 potential Hearing Officers. The selection process is outlined in § 755-X-1-.07.

(2) The selected Hearing Officer shall certify in writing, within [ten] days of selection, that the Hearing Officer has experience adjudicating workers' compensation disputes and has read the rules of this PEEICB Administrative Code. A Hearing Officer who does not so certify shall be replaced through a repetition of the selection process.

(3) The certification shall be filed with the Executive Director of the Fund and served on all parties.

(4) A Hearing Officer shall disclose any circumstance likely to affect impartiality. A party may object to the selected Hearing Officer within seven days of the certification and file a Motion for Recusal.

(5) Hearing Officers shall be compensated from the Fund at hourly rates established by Executive Order of the Governor.

E. Hearing Procedure

(1) The hearing and appeals process shall be as provided by the Act and the Alabama Administrative Procedures Act, except that no deference is given to either party and the Alabama Rules of Evidence apply.

(2) The Hearing Officer shall arrange for a court reporter to be present at each hearing. The costs of appearance fee for the hearing shall be borne by the Fund. A printed copy, as necessary, of any transcript shall be paid for by the requesting party.

(3) The Hearing Officer may issue subpoenas, administer oaths, rule on the admissibility of evidence, and enter orders governing the conduct of the proceeding.

(4) The Hearing Officer shall issue a written decision as outlined in the Administrative Procedures Act stating findings of fact and conclusions of law, and shall serve it on all parties pursuant to the Alabama Administrative Procedures Act. All timelines for final decision shall be adhered to by the Hearing Officer unless the officer obtains consent of the parties to extend the time for final decision.

(5) Hearings shall be conducted in Montgomery County or the county in which the Employee resides or was employed, as the Hearing Officer directs or as otherwise agreed. Parties shall bear their own cost for travel/appearance.

F. Discovery

(1) The Alabama Rules of Civil Procedure govern the methods of discovery, subject to the limitations in this rule and in the Act as outlined below.

(2) Each side may take two depositions without leave. Additional depositions require leave for good cause shown, including a claim for permanent total disability.

(3) Notwithstanding paragraph (2), each party may take the deposition of every other party.

(4) No more than twenty-five (25) interrogatories, each subpart counted as a separate question, are permitted without leave for good cause shown.

(5) Certified copies of records of medical treatment and expenses are authenticated in accordance with Rule 44(h) of the Alabama Rules of Civil Procedure, without further authenticating testimony. Nothing herein shall limit the party's ability to stipulate to the admissibility of medical records, or other documentation.

(6) Nothing in these rules shall limit the Employee or the Employer's right to issue subpoenas to receive relevant documentation pertaining to the claim.

(7) Copies of records obtained by one party shall be furnished by certified mail to the other party not less than twenty-one (21) days before the hearing.

(8) The party not offering records of treatment by a physician or other medical provider may depose that provider.

(9) Nothing herein shall limit either party's ability to seek Motions to Compel documentation.

G. Burden and Standard of Proof

(1) The decision of the Review Board or Hearing Officer shall be based on a preponderance of the evidence contained in the record of the hearing or the Evidence presented to the Review Board or Hearing Officer.

(2) An injury resulting from gradual deterioration or a cumulative physical stress disorder is compensable only upon clear and convincing proof that the injury arose out of and in the course of the Employee's employment.

(3) For purposes of paragraph (2), clear and convincing evidence means evidence that, when weighed against evidence in opposition, will produce in the mind of the trier of fact a firm conviction as to each essential element of the claim and a high probability as to the correctness of the conclusion. It requires a level of proof greater than a preponderance of the evidence or the substantial weight of the evidence, but less than beyond a reasonable doubt.

H. Limitations Period

(1) A dispute under the MaryAnn Leonard Act shall be initiated no later than two (2) years of the later of the date of the injury, or the date of the last temporary total disability payment, or the date of last diagnosis for an occupational disease.

(2) The Fund or TPA shall maintain, and provide upon request, a statement of the dates of medical and compensation payments on any claim.

I. Attorney Fees

(1) Attorney fees shall be payable in accordance with § 16-1A-6(e) of the Act.

J. Settlements

(1) The parties may resolve a claim by settlement, including a lump sum settlement and a settlement closing some or all benefits upon agreement.

(2) A settlement is effective only upon approval by a quorum(two members) of the Review Board.

(3) The Review Board shall approve a settlement only upon finding that its terms are in the best interests of the Employee and that the Employee understands the rights being released.

(4) Where the Employee is not represented by counsel, the Review Board shall make a record of its inquiry into the Employee's understanding of the settlement.

(5) A settlement shall address any Medicare interest as required by federal law.

K. Judicial Review; Transcription Costs

(1) A decision of the Review Board or a Hearing Officer may be appealed to the Circuit Court of Montgomery County by filing a Notice of Appeal within the time and manner provided by Ala. Code § 41-22-20.

(2) The court shall review the decision under Ala. Code § 41-22-20.

(3) The appealing party shall advance the cost of preparing the transcript.

L. Mediation

(1) The Employee and the Fund/TPA shall have the right to mediate any issue in controversy if both the Fund/TPA and the employee agree to do so.

(2) The Executive Director of the Alabama State Bar Association shall maintain a list of qualified mediators, whose qualifications shall be as follows:

(a) Must be an attorney in good standing with the Alabama State Bar Association.

(b) Must certify to the Executive Director that he or she has experience handling workers' compensation matters for at least 10 years.

(c) The parties shall select a mediator from the list by mutual agreement. The costs or proportionate cost of mediation owed on any claim may be paid from the Trust Fund as administrative expenses of the Program. The cost of the mediation shall be split between the parties unless otherwise agreed. The hourly rate cannot exceed the hourly rate paid for hearing officers under this program.

(d) Have agreed to the allowable billable hourly rate for mediators set forth herein.

(e) Persons qualified to be a Hearing Officer under this Program may be mediators but may not act as a hearing officer for any matters in which he or she was engaged as mediator.

(f) If the parties cannot agree on a mediator from the list maintained on the list of the State Bar or if there is no one on the list, the parties may agree to use an attorney for this purpose who meets the qualifications of this section and agrees to accept the hourly rate for mediators outlined herein.

(3) The parties entering into mediation shall select a mediator from the list maintained by the Alabama State Bar Association. The cost of mediation shall be split between the parties unless otherwise agreed.

(4) The hourly rate for a mediator cannot exceed the hourly rate paid for Hearing Officers under this Program. The cost for mediator and expenses shall be split between the Employee and the Fund/TPA, unless otherwise agreed.

(5) The reasonable cost of mediation for the Fund or the proportionate cost of mediation owed by Fund, including mediator compensation and related administrative expenses, shall be considered costs of administering the Program and may be paid from the Public Education Employee Injury Compensation Trust Fund in accordance with Section 16-1A-7, Board policies, applicable procurement requirements, and other applicable law and may be billed directly to the TPA as a claims expense.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-5(f), 16-1A-6(b)(4), 16-1A-4(f); Ala. Code § 41-22-20.
History: Effective September 30, 2026.

755-X-1-.40 — IMPLEMENTATION, OPEN ITEMS, AND SEVERABILITY –

A. Implementation Date; Exclusivity; Transition

(1) The Board shall declare and publish the implementation date on which the Program begins accepting on-the-job injury claims, in consultation with the Board of Adjustment. The implementation date shall be not later than October 1, 2026.

(2) The Board shall publish the implementation date on the Program's website.

(3) The Program is the sole remedy for an Employee who sustains an on-the-job injury on or after the implementation date.

(4) The Board of Adjustment retains sole jurisdiction over on-the-job injury claims for injuries occurring before the implementation date.

(5) Where a claim is filed with the Program for an injury occurring before the implementation date, the Executive Director shall issue a written determination of non-coverage and refer the Employee to the Board of Adjustment.

(6) Nothing in the Act or these rules waives the sovereign immunity of the State of Alabama.

(7) If an Employee submits a claim for any injury before October 1, 2026, the Fund or TPA shall notify the Employee of non-coverage. No investigation shall be required, but if one is done and it is determined that the injury complained of occurred before October 1, 2026, the Fund or the TPA shall notify the injured Employee of said determination.

Author: Public Education Employee Injury Compensation Board.
Statutory Authority: Ala. Code §§ 16-1A-7(b), 16-1A-7(c), 16-1A-7(d), 16-1A-5(j), 16-1A-4(f), 16-1A-5(f); Ala. Code §§ 16-1A-6(b)(2), 16-1A-6(b)(3), 16-1A-4(e)(3), 16-1A-4(f), 16-1A-5(f); Ala. Code § 16-24C-6.
History: Effective September 30, 2026.