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I. DEFINITIONS

A. **Persons Covered** – This policy shall apply to all employees on the regular payroll of the Hamilton County Department of Education with the exception of contracted professional bus drivers, whose contracts expressly waives coverage of this policy. Throughout this policy, the term “employee” shall refer only to persons covered by this policy.

B. **On-The-Job Injury (OJI)** – Within the meaning of this policy, an on-the-job injury shall mean a personal physical injury to an employee caused by an accident directly related to the actual performance of the employee’s designated job duties which results in either personal physical injury or death of the employee.

C. **Injuries not covered** – An “accident” shall be a specific unexpected occurrence not resulting, in whole or in part, from any employee’s willful misconduct, involvement in horseplay, intoxication, willful failure or refusal to use appropriate safety devices, failure to follow safety rules, failure to perform required duties, intentional self-inflictions of injury on oneself, or assault (see section VI for additional information regarding assaults). Additionally, no compensation shall be allowed for pre-existing injuries or conditions.

II. COMPENSATION

A. **Eligibility for Compensation** – To be eligible for compensation under this policy, an employee must suffer personal physical injury or death from an accident occurring during the actual performance of the employee’s designated job duties, and there must be a reasonable degree of medical certainty that the personal physical injury or death is causally related to the performance of the employee’s designated job duties. Individuals who, by contract, i.e. contractors, subcontractors, have voluntarily waived the provisions of this policy and employees, who have given notice to the Department of Education to exempt themselves from the provisions of the OJI Policy, shall not be eligible for compensation for any on-the-job injuries.

B. **Right to Compensation Exclusive** – An employee’s right to receive benefits under the terms of the OJI policy on account of a personal physical injury or death by accident shall be to the exclusion of any other claims, demands, or causes of action that the employee, their personal representative, dependents or next of kin, shall have against the Board of Education, the Department of Education, or any of their agents or employees arising out of or in any way related to the employee’s injury or death. Accordingly, in claiming for benefits under the terms of this policy, the employee, their personal representatives, dependents or next of kin do expressly release the Board of Education, the Department of Education, its agents and employees of and from any and all liability arising out of or in any way related to the employee’s personal physical injury or death and agree to hold the Board of Education, the Department of Education, their agents and employees harmless against any and all claims, demands, or causes of action arising out of or in any way related to the employee’s injury or death.

C. **Notice of Injury and Claim for Compensation** - Every injured employee or his/her representative shall, immediately upon the occurrence of an on-the-job injury, or as soon thereafter as is reasonable and practicable, give or cause to be given to the Department of Education, a written notice of the injury [which shall immediately be forwarded to the Risk Management Department. The employee shall not be entitled to physicians’ fees or to any compensation which may have accrued under the provision of this OJI Policy from the date of the accident...
until the date on which such written notice is received by the **Risk Management Department**. No compensation shall be payable under the provisions of this policy unless such written notice is given to the **Risk Management Department** within five working days (as defined by Central Office standard working days) after the occurrence of the in-district accident or within five working days (as defined by Central Office standard working days) after the return to work from an out-of-district accident.

D. Medical Benefits, Reports, Physical Examination - For not exceeding three (3) years after the date on which the on-the-job injury occurred, the Department of Education shall furnish free of charge to the employee such medical and surgical treatment, medicine, medical and surgical supplies, crutches, prosthetic appliances and any other apparatus as ordered by the Department of Education-approved attending physician, including hospitalization, and dental work made reasonably necessary by the on-the-job accident, including payment of compensation. Within thirty (30) days after examination or treatment of an employee, a physician may be requested to furnish to the Department of Education a complete medical report describing the claimed injury, its effect on the employee, the medical treatment provided and prescribed, an estimate of the duration of required hospitalization and/or functional restrictions, if any, and an itemized statement of charges for medical services provided to date. Any hospital, in which an employee may have been hospitalized, may also be requested, within thirty (30) days after admission, to furnish the Department of Education a copy of the employee's medical record. In the event of an employee's consent not being granted for the release of any of the above information, or if cooperation is not evident on the part of the employee in securing such information, any OJI benefits for such medical treatment and payment of compensation shall cease.

The injured employee must submit to examination by the Department of Education-approved physician at all reasonable times, if requested to do so. However, the employee shall have the right to have the employee's own physician present at such examination, in which case the Department of Education shall not be liable to pay such physician for his services. Any medical reports submitted to the Department of Education based on such examination or true copies of such reports, shall be furnished by the Department of Education to the employee upon request. Whenever the nature of the injury is such that specialized medical attention is required or indicated by the Department of Education-approved treating physician and such specialized medical attention is not available in the community in which the injured employee resides, the injured employee can be required to go, at the request of and at the expense of the Department of Education, to the nearest location at which specialized medical attention is available.

If the injured employee refuses to comply with any reasonable request for examination or to accept specialized medical services which a Department of Education-approved physician recommends, the employee's right to compensation and services provided by this policy shall be suspended and no compensation or services shall be due for the duration of such refusal.

E. Duration of Compensation and Maximum Amount - Compensation for an on-the-job injury shall begin on the day following the day of the injury. Such compensation shall continue as long as the employee is disabled by their Department of Education-approved treating physician. If an employee is placed on modified duties by the OJI-approved treating physician, and accommodations are offered, and the employee refuses such offer, any Temporary Total Disability benefits will cease. Compensation payable in any case under this policy shall not exceed $31,200 (exclusive of medical benefits.) Payment of this benefit will be on a bi-weekly basis. If an employee has been receiving OJI benefits for twelve (12) months, the employee shall apply for long term disability benefits. If approved by the carrier, the employee shall accept long term disability benefits and all on-the-job benefits will cease.

F. Schedule of Compensation - The following is a schedule of compensation to be paid under the following conditions:
1. **Temporary Disability for Certified Employees** - For an injury producing a temporary total disability, the employee has the option to either use accumulated sick leave days or receive weekly compensation at the rate of 66-2/3%, not to exceed the maximum compensation rate as set by the State of Tennessee Workers’ Compensation laws for the date of injury.

   In all cases of temporary partial disability the compensation shall be 66-2/3% of the difference between the wage of the employee at the time of the injury and the wage he is able to earn in his partially disabled condition, subject to maximum compensation rates as set by the State of Tennessee Workers’ Compensation laws for the date of injury.

**Temporary Disability for Classified Employees** – For an injury producing a temporary total disability, the employee has the option to either use accumulated sick leave days or receive weekly compensation at the rate of 66-2/3% of their current hourly rate, not to exceed $200.00 per week.

   In all cases of temporary partial disability the compensation shall be 66-2/3% of the difference between the wage of the employee at the time of the injury and the wage he is able to earn in his partially disabled condition, subject to a maximum of $200.00 per week.

2. **Death Benefits for Dependents**
   a. In all cases of death of an employee, 66-2/3% of the weekly wages for one year’s salary shall be paid in a lump sum to the beneficiary described below.
   b. The following described persons shall be conclusively presumed to be wholly dependents
   (1) A widow or widower unless it can be shown that she or he was voluntarily living apart from his or her spouse at the time of injury.
   (2) Absent widow or widower, benefits will be issued to the estate of the employee.
   (3) All wholly dependent benefits shall be reduced by the amount of benefits received from Social Security and the Tennessee Consolidated Retirement System benefits.

III. **ACTIONS AGAINST THIRD PARTIES**

   The Hamilton County Department of Education hereby retains the right of subrogation in the event of injury to one of its employees caused by a third party. Such action against such other third person by the injured employee will be instituted in all cases within one (1) years from the date of injury.

   When the injury or death for which compensation is payable under this policy was caused under circumstances creating a legal liability against some third person other than the Department of Education to pay damages, the injured employee, or his dependents, shall have the right to take compensation under this policy and such injured employee, or those to whom his right of action survives at law, may pursue his or their remedy by proper action in a court of competent jurisdiction against such other third person.

IV. **PRE-EXISTING CONDITIONS**
Hamilton County Department of Education shall not be liable for injuries to its employees which are the result of or caused by pre-existing conditions.

V. INSTITUTIONALIZATION OF EMPLOYEE

In the event that an employee who is permanently and totally disabled becomes an inmate of a public institution, no compensation shall be payable during the period of institutionalization.

VI. ASSAULT

In the event that an employee is assaulted as a result of personal physical injury caused by physical assault or other violent criminal acts committed in the course of employment activities, the HCDE Physical Assault Leave Policy shall apply as the sole remedy. OJI benefits would NOT be applicable.

VII. ADMINISTRATION

A. Forms – The Assistant Superintendent for Campus Support shall prescribe all forms necessary for the administration of all OJI claims, including the release of medical information, the waiver of claims, the assertion of subrogation and rights, etc. The Office of Risk Management shall assist the Assistant Superintendent for Campus Support in preparing the appropriate forms.

B. Claims for compensation and medical expenses for OJI – Claims for compensation and medical expenses for on-the-job injuries shall be processed by the Office of Risk Management and are subject to the approval of the Assistant Superintendent Campus Support. Risk Management shall investigate to determine compensability of any OJI claim for the Assistant Superintendent Campus Support within the terms of this policy. The Risk Management Department shall, on behalf of the Assistant Superintendent Campus Support, provide the employee with written notification of any decision concerning the employee’s OJI claim, including an award of benefits, termination of benefits, or the denial of benefits.

C. Other – Any claim submitted for which coverage is not set out in this policy shall be considered and decided upon by the Office of the Assistant Superintendent Campus Support subject to the approval of the Board of Education.

D. Misrepresentation; Fraudulent activities – Any person who knowingly makes a false or misleading statement, whether orally or in writing, for the purpose of obtaining benefits under this policy or assisting another in obtaining benefits under this policy shall be prosecuted to the fullest extent of the law. Any employee who knowingly makes a false or misleading statement or who knowingly benefits from the false or misleading statements of any other person for the purpose of obtaining any benefit of the policy shall be subject to termination or their employment and revocation of any benefits otherwise due under this policy.

E. Appeals - Occasionally a claim for on-the-job Injury is not accepted or is terminated because of questionable validity, improper reporting, some other technicality or because of a provision of this policy. Denial or termination of a claim will be reduced to writing by the Risk Management Department to the employee. In the event of termination of a claim, benefits under the Policy will cease upon the date of the termination of the claims. If an employee wishes to appeal this decision, the burden of proof for a reversal of this decision is the total responsibility of the employee. Appeals may be made in writing with the Assistant Superintendent of Campus Support within seven calendar days of receipt of notice of denial or termination of the claim. The Assistant Superintendent will schedule an appeal hearing within ten working days. Upon hearing the appeal, the Assistant Superintendent will render a decision within seven calendar days. Within seven days of the Assistant Superintendent’s decision, the employee may submit a
written appeal to the Board of Education, which the Board will review at its next scheduled meeting. The Board shall hear the case on the record and no new evidence shall be introduced. Decisions of the Board shall be final.

VII. TERMINATION OF POLICY

The Hamilton County Board of Education hereby retains the right to terminate this policy at any time in order to safeguard the assets of Hamilton County Department of Education or otherwise protect the best interests of the Hamilton County Department of Education.