

**Physical/Mental Examination**

**A. Pre-Employment Examination**

As a condition precedent to the recommendation for employment, or under the appropriate circumstances after recommendation for employment, but before employment commences, the candidate for employment will take and pass such physical and mental examinations as may be prescribed by the District. Results of the examinations will be reported on forms provided by the District, or forms acceptable to the District, and will be filed in the Office of Human Resources. All pre employment examinations will be at the sole cost and expense of the candidate.

**B. Required Examination During Employment**

The Superintendent or designee may require any employee within the District to submit to a physical or mental examination when he/she has reasonable cause to believe:

1. The health or safety of the employee, students or other employees is jeopardized due to physical or mental reasons; or
2. The employee's behavior indicates that the employee's ability to perform his/her duties is impaired due to physical or mental reasons.

Prior to required examinations, the District will in writing notify the employee by:

1. providing a copy of this policy;
2. informing them of their right to representation at any meeting in which possible physical or mental examination requirements are going to be discussed;
3. informing the employee that the results of any such required examinations (whether confirming or failing to confirm the basis for the required examination) shall remain in the employee's health file with the District (except as noted in administrative procedure 4147.1) subject to the following provision. If the written report fails to confirm the basis for the required examination, the District will remove from its files the evaluation report except those parts deemed by the district to document the physician's conclusions and recommendation. Such information will be filed in a health file maintained by the Office of Human Resources and will not be subject to review except as permitted by law.

Any such physical/mental examinations so required by the District will be paid for by the District, and any leave required for such examination will be with full pay with no deduction from the teacher's sick leave or general leave.

The examination will be conducted by a physician of the District's choice. In the event the employee desires to utilize a personal physician, subject to the approval of the Superintendent, to satisfy the employee's examination requirement, the employee may do so, provided the examination can be conducted within such time as may be reasonably

required by the District. If approval is not granted, the Superintendent will provide the reason to the teacher. Following the examination, a written report will be issued by the physician to the employee and District stating the physical and/or mental condition of the employee as it relates to Sections B-1 or B-2 above.

**C. Additional Provisions**

The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.

If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

Upon mutual agreement, this Policy may be renegotiated in whole or in part at any time during the life of this Policy.

Any additions, deletions or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board.

Neither the recognized Association nor the Board can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in the section) through the remainder of teachers' annual contract year.

Revised: September 24, 1999

Adopted: September 24, 1999

Effective: July 1, 1999