

The District may require an examination by its physician, at district expense, to determine whether disability, as defined in this section, exists, or continues to exist. For any purpose of determining disability connected with this Article, the District physician's conclusion will be the final determination and is not subject to review.

- (2) The employee must meet all of the conditions for eligibility for the District's long-term disability insurance except completion of the waiting period for the initiation of benefits.
 - (3) The employee must exhaust all accrued, paid leave, such as sick leave, vacation and paid personal leave, before any advancement of sick leave may be made.
- b. For employees meeting these eligibility requirements, the District will advance sick leave, not to exceed forty (40) days, after the onset of disability and exhaustion of paid leave up to the earliest occurrence of the following:
 - (1) the completion of the waiting period for eligibility for the District's long-term disability insurance program, or
 - (2) forty (40) workdays, or
 - (3) the date the employee no longer is totally disabled.
- c. When physically able to do so, the employee will execute a promissory note with the District.
 - (1) The note will provide for repayment to the District of all salary paid to the employee during the term of sick leave advancement and
 - (a) all costs of substitute employees hired to replace the employee during the period of sick leave advancement or
 - (b) the costs of a regular employee paid working out of range (see Article 10.12.1 pay to cover the absence, whichever is the lesser of the two.
 - (2) Repayment will be made on a mutually acceptable schedule, not to exceed five (5) calendar years from the date of return to duty and will be by payroll deduction.
 - (3) If the employee refuses to execute the promissory note or does not return to work for the District upon medical release, advancement of sick leave will cease and the full amount of the salary paid, substitute, or WOR (working out of range) costs described in this Article will be due and payable to the District immediately.
 - (4) Enforcement of the note may be pursued in any legal forum of the District's choice including, but not limited to, the Employment Relations Board, District Court, or other state court. The District will be entitled to reimbursement of legal and other fees and damages arising out of pursuit of repayment of the costs described in this Article.