Case Nos. S235903
(Concurrently Filed with Case No. S235929)

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

UNITED EDUCATORS OF SAN FRANCISCO, AFT/CFT, AFL-CIO, NEA/CTA,
Plaintiff and Appellant,

v.

CALIFORNIA UNEMPLOYMENT INSURANCE APPEALS BOARD,
Defendant, Cross-Defendant and Appellant.

SAN FRANCISCO UNIFIED SCHOOL DISTRICT,
Real Party In Interest and Respondent.

SAN FRANCISCO UNIFIED SCHOOL DISTRICT,
Plaintiff and Respondent.

v.

CALIFORNIA UNEMPLOYMENT INSURANCE APPEALS BOARD,
Defendant and Respondent.

Court of Appeal of the State of California 1st Civil No. A142858/A143428
Superior Court of the State of California, County of San Francisco
The Honorable Richard B. Ulmer, Jr., Judge Presiding
Civil Case No. CPF 12-512437

ANSWER TO PETITIONS FOR WRIT OF REVIEW

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I. INTRODUCTION

The Court of Appeals' decision in *United Educators of San Francisco AFT/CFT v. California Unemployment Insurance Appeals Board* (2016) 247 Cal.App.4th 1235 ("*United Educators*") harmonizes 34 years of consistent judicial interpretation of Unemployment Insurance Code section 1253.3. In holding that "the statutory language unambiguously provides that public school employees who are employed in the spring term, and have received reasonable assurance of reemployment for the following fall term, are not eligible to receive unemployment insurance benefits during the intervening summer, regardless of whether their school district offers a summer session," (*Id.* at 1248) the Court of Appeal affirmed the longstanding interpretation reached by other courts considering the issue, including *Russ v. Unemployment Ins. Appeals Bd.* (1982) 125 Cal.App.3d 834 ("*Russ*") and *Board of Education of the Long Beach Unified School District v. Unemployment Ins. Appeals Bd.* (1984) 160 Cal.App.3d 674 ("*Long Beach*").

Therefore, Petitioners UNITED EDUCATORS OF SAN FRANCISCO ("UESF") and CALIFORNIA UNEMPLOYMENT APPEALS BOARD ("CUAIB") (collectively "Petitioners") fail to identify a need "to settle an important question of law," which is required for review under California Rule of Court 8.500(b)(1). The issue presented in this Petition has been well settled for at least 34 years. Therefore, no grounds lie for review by this Court[1].

[1] Both Petitioners only cite the need to "settle an important question of law" as the grounds for their Petitions. (California Rule of Court ("C.R.C.") 8.500(b)(1).) Therefore, there is no need to address the other grounds (*i.e.*, uniformity of decision (C.R.C. subd. (b)(1)); lack of jurisdiction

II. ISSUES PRESENTED

CUIAB frames the issue presented to the Court as follows:

> Whether section 1253.3, subdivision (b) of the Unemployment Insurance Code precludes on-call substitute public school teachers and other on-call workers – who are on-call throughout the year and usually paid only for days worked – from collecting unemployment insurance benefits where they are not called during the summer months due to no fault of their own, but only because there is a lack of available work.
>
> Whether a provision in federal law, as incorporated in section 1253.3, subdivision (b), that is designed to prevent overcompensation of salaried public school teachers during the summer and other vacation periods was intended to deny benefits to on-call substitute teachers who do not share in the financial stability or the predictable employment enjoyed by salaried teachers. (CUIAB petition, p. 1)

UESF frames the issue presented as follows:

1. When determining eligibility for unemployment benefits, does summer school in a K-12 district constitute an 'academic term?'

2. Were the school district and the Unemployment Insurance Appeals Board collaterally estopped from re-litigating the issue of what constitutes an academic term? (UESF Petition, p. 1.)

III. PROCEDURAL BACKGROUND

UESF filed its First Amended Petition for Writ of Mandate in this matter on or about September 6, 2012, naming CUIAB as Respondent and the DISTRICT as Real Party in Interest, asserting that the District's summer school session was an "academic term" under Unemployment Insurance Code section 1253.3. (*United Educators, supra,* 247 Cal.App.4th

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(C.R.C. subd. (b)(2)); lack of concurrence of sufficient qualified justices (C.R.C. subd. (b)(3)); or for the purposes of transferring the matter to the Court of Appeal for such proceedings as the Supreme Court may order (C.R.C. subd. (b)(4)).)

1235, 1241.) The District filed a Cross Complaint for Declaratory Relief against CUIAB and UESF on or about October 26, 2012, challenging the CUIAB's ruling that employees unable to obtain a summer school assignment were eligible for summer benefits. (*Id.*)

On December 10, 2013, the CUIAB designated its decision in the Alicia K. Brady ("Brady") case (CUIAB Case No. AO-337099) as a Precedent Benefit decision. The DISTRICT filed a First Amended Cross Complaint for declaratory relief on January 31, 2014, against the CUIAB only, challenging the validity of the CUIAB's designation as precedent under U.I. Code section 409.2. (*United Educators, supra,* 247 Cal.App.4th 1235, at 1242.)

The Trial Court entered judgment on August 15, 2014, incorporating a statement of decision in which it stated that:

> This Court finds that ... [section] 1253.3 means that unemployment benefits, so long as an employee has the contract or reasonable assurance required by [section] 1253.3, are 'not payable to any individual with respect to any week between' the end of one academic year and the beginning of the next (1) whether that week (or those weeks) is called 'summer recess,' 'summer vacation,' 'summer vacation period,' 'summer school,' 'summer session,' or anything else, (2) whether that individual is any type of employee of any educational institution ..., be she or he any permanent teacher, any substitute teacher, any non-teacher employee, or any other job classification covered by [section] 1253.3, and (3) whether or not any employee in any job classification covered by [section] 1253.3 is 'eligible' or 'qualified' for work, is 'on a list,' has a 'reasonable expectation of work' during the summer, is 'available' for work during the summer, or worked during the prior summer. (*United Educators, supra,* 247 Cal.App.4th 1235, at 1242.)

In 2005 the DISTRICT filed a Petition for Writ of Mandate against the CUIAB, (San Francisco Superior Court Case No. CPF 05-504939.) The

Superior Court, Hon. James L. Warren, ruled that "the teachers' period of unemployment did not occur 'between two successive academic years or terms' under [Unemployment Insurance Code] section 1253.3, subdivision (b) because 'in California, there is no gap between successive academic years,' defining the 'academic year' as running from July 1 to June 30." (*United Educators, supra,* 247 Cal.App.4th 1235, at 1245.)

IV. LEGAL ARGUMENT

A. There is No Necessity To "Settle an Important Question of Law" Because the Court of Appeal's Interpretation of Unemployment Insurance Code section 1253.3 Has Been Settled for at Least 34 Years.

As the Court of Appeal noted, the reasonable assurance rule set forth in California Unemployment Insurance Code section 1253.3 derives from the Federal Unemployment Tax Act (26 U.S.C. sections 3301–3311) ("FUTA"). (*United Educators, supra,* 247 Cal.App.4th 1235, at 1243.) As the Court of Appeal noted, a 1976 amendment to FUTA stated that:

> Subparagraph (i) of the amended subsection requires in effect that a conforming state must deny eligibility for summertime benefits to a professional school employee (such as a teacher), at any grade level, if there is 'a contract' providing for his or her reemployment in the fall or 'reasonable assurance' of such reemployment. Subparagraph (ii) of the amended subsection provides in effect that a conforming state may deny eligibility for summertime benefits to a nonprofessional school employee at a subcollegiate grade level ... if there is 'reasonable assurance' (only) of his or her

> reemployment in the fall." [Citation Omitted.] (*United Educators, supra,* 247 Cal.App.4th 1235, at 1244.)

As will be shown below, California courts interpreting Unemployment Insurance Code section 1253.3, for 34 years, have treated the definition of "academic year" and "academic term," as well as the application of the statute to substitute teachers, consistently with the Court of Appeals' treatment in *United Educators*.

1. The Courts in *Russ* and *Long Beach* Recognized that the Summer Was a Recess Period Between Academic Years and Academic Terms.

The plain language of the Unemployment Insurance Code makes it clear that school-term employees with reasonable assurance of returning are not eligible for benefits during the period between academic years or terms. Unemployment Insurance Code section 1253.3, subsection (b), governs instructional personnel (the substitute teachers in this matter):

> [B]enefits ... are not payable to any individual with respect to any week which begins during the period between two successive academic years or terms or, when an agreement provides instead for a similar period between two regular but not successive terms, during that period, or during a period of paid sabbatical leave provided for in the individual's contract, if the individual performs services in the first of the academic years or terms and if there is a contract or a reasonable assurance that the individual will perform services for any educational institution in the second of the academic years or terms...

Unemployment Insurance Code section 1253.3, subsection (c), applies to those employees not serving in an "instructional, research, or principal

administrative capacity" (the classified [noncredentialed] employees in this matter):

> Benefits specified by subdivision (a) based on service performed in the employ of a nonprofit organization, or of any entity as defined by Section 605, with respect to service in any other capacity than specified in subdivision (b) for an educational institution shall not be payable to any individual with respect to any week which commences during a period between two successive academic years or terms if the individual performs the service in the first of the academic years or terms and there is a reasonable assurance that the individual will perform the service in the second of the academic years or terms.

In rejecting CUAIB's and UESF's argument that the DISTRICT's summer school session constituted an "academic term" for the purposes of Unemployment Insurance Code section 1253.3, the Court of Appeal agreed with the Trial Court and the DISTRICT that the plain meaning of the statute does not support the Petitioners' interpretation:

> We conclude summer school is not an "academic term" within the meaning of section 1253.3's reference to "academic years or terms." Both UESF's and the CUIAB's interpretations of section 1253.3 are contrary to the plain meaning of the statute. The CUIAB asserts that because "academic year" is not defined in the statute, it must be given its "ordinary and usual meaning." It is true that while the term "school year" is defined in the Education Code as a 365–day period (see Ed.Code, section 37200 ["The school year begins on the first day of July and ends on the last day of June."]), there is no corresponding definition of "academic year." However, "ordinary meaning" in this context is best derived from the Education Code.
>
> As the District notes, the Education Code establishes a mandatory period of instruction of no fewer than 175 days. The term "academic year" is used in a provision relating to the calendaring for year-round schools: "The teaching sessions and vacation periods established pursuant to Section 37618 shall be established without reference to the school year as defined in Section 37200. The schools and classes shall be conducted for a total of no fewer than 175 days during the academic year." ... . In sum, we conclude summer

> sessions are not academic terms and instead fall between academic years or terms under section 1253.3. (Ed.Code, section 37620, italics added.) (*United Educators, supra,* 247 Cal.App.4th 1235, at 1249-1250.)

"Academic Year": California courts, at the inception of interpreting Unemployment Insurance Code section 1253.3 and the federal statute from which it derived, reached the same interpretation of the statute as the Court of Appeal in *United Educators*. In *Russ v. California Unemployment Appeals Board, supra,* 125 Cal.App.3d 834, the court affirmed the application of the reasonable assurance rule to non-teaching employees in holding that a teacher's aide was ineligible for summer unemployment insurance benefits, and that the term "reasonable assurance" did not mean that an employee had to have a contractual right to return to work for the purposes of Unemployment Insurance Code section 1253.3. In framing the issue being adjudicated in that case, the court stated that:

> It has been undisputed throughout the successive proceedings that section 1253.3, subdivision (c), operated to make appellant ineligible for unemployment compensation benefits in the *summer* of 1978 if there were at that time "a reasonable assurance" that she would be reemployed by the District in the same position, or in one involving her performance of the same "service," when the schools reopened at the commencement of the next *academic year in the fall.* (*Russ, supra,* at 842.) (Emphasis Provided.)

In framing the issue, the court in *Russ* recognized that the "academic year" began in the fall, ended in the spring, and that the summer was the period between academic years. In discussing the factual background of the case, the court in *Russ* refers to the term "academic year" under its commonly understood nomenclature of "the regular academic year" (*Id.* at 838.)

The court in *Long Beach, supra,* 160 Cal.App.3d 674, took up the same issue in 1986. Likewise, the *Long Beach* court, in summarizing its holding, also treated the term "academic year" as the traditional school year starting in the fall and ending in the spring, with the period "between academic years" constituting the "summer" or "recess":

> In sum, in the case at bench, we hold that substitute teacher Smith who worked in that professional relationship with the District during *academic year* 1979–1980; who was offered by the District continued employment during the *post-recess academic year* 1980–81; who accepted such employment offer, however tenuous, and intended to continue that employment relationship with the District during the *post-recess term*, is ineligible for *summer* recess unemployment benefits during *summer* vacation periods having "reasonable assurance" of such post-recess employment within the meaning and intent of the disqualifying provisions of section 1253.3. (*Id.* at 691.) (Emphasis Provided.)

"Academic Term": The *Long Beach* court, like the *United Educators* court, also rejected the notion that the summer itself could constitute an "academic term." In explaining its rejection of the appeals board's ruling that substitute employees are eligible for benefits during the summer, the court stated that:

> The practical effect of the [Appeals] Board's decision is to assure that most, if not all, substitute teachers in California will be eligible for unemployment benefits during the *annual summer recess periods* while probationary and permanent teachers who are by statute or by contract guaranteed employment for the *post-recess academic term* are ineligible for such benefits. Thus, the Board's Precedent Benefit Decision constituted a violation of the principle of "like pay for like services" (*Long Beach, supra,* 160 Cal.App.3d 674, 685 (Emphasis Provided.)

Through its use of the terms "annual summer recess periods" and "post-recess academic term," the court in *Long Beach* clearly established that the summer recess period could not constitute an academic term, and that academic terms fell within the academic year. The Court of Appeal in *United Educators* carried forward the interpretation of the *Long Beach* court:

> Treating an intervening summer session as an "academic term" also renders the reasonable assurance language in section 1253.3 meaningless and inoperable. The term "academic year" cannot reasonably be read to mean "calendar year" or otherwise include the summer period between mandatory academic terms. As the trial court noted, "If the 'academic year' truly ran the entire calendar year ..., a 'period between two successive academic years' could never exist." Because such a reading would render the phrase "period between two successive academic years" meaningless, it is to be disfavored. In sum, we conclude summer sessions are not academic terms and instead fall between academic years or terms under section 1253.3. The trial court thus correctly ruled that none of the claimants here were eligible for benefits. (*United Educators, supra*, 247 Cal.App.4th 1235 at 1250.)

Therefore, the Court of Appeal in *United Educators* confirms the judicial interpretation of the terms "academic year" and "academic term," as they are to be used in the context of the summer recess period under Unemployment Insurance Code section 1253.3, as they were enunciated by the courts in *Russ* and *Long Beach*. Because courts of appeal have consistently interpreted these terms for the past 34 years, the law in this area is well settled.

2. The Court in *Long Beach* Recognized that Unemployment Insurance Code section 1253.3's Denial Provisions Applied with Like Force to Substitute Teachers

CUIAB seeks review of the Court of Appeal's decision in *United Educators* on the issue of whether Unemployment Insurance Code section 1253.3 applies to "on-call substitute public school teachers ... where they are not called during the summer months" and whether Unemployment Insurance Code section 1253.3 "was intended to deny benefits to on-call substitute teachers who do not share in the financial stability or the predictable employment enjoyed by salaried teachers." (CUIAB Petition, p. 1.)

There is no need for review of this particular issue, as it has been well settled for 32 years. In fact, the court in *Long Beach, supra,* 160 Cal.App.3d 674, explicitly addressed this exact issue, and rejected the argument that the "tenuous impermanent" nature of substitute employment precluded reasonable assurance, stating that:

> The superior court concluded that the Board's reliance on the tenuous impermanent nature of substitute teacher Smith's employment, e.g., that he 'acquired no vested or protected right to continuous employment' and that he 'was not subject to termination since his job ended at the conclusion of each school day,' are irrelevant to the 'reasonable assurance' issue within the meaning of section 1253.3. We agree. [¶] Consideration of such tenuous aspects are extrinsic to clear legislative language and sources and therefore cannot be a basis for resolving the 'reasonable assurance' issue [citation omitted]. (Id. At 682)

The court explained that "[t]here is nothing in section 1253.3 which sets as a criteria the tenuous nature of a substitute teacher's position as a basis for

determining the 'reasonable assurance' issue." (*Long Beach, supra*, at 683) The court further concluded that the restrictions on the receipt of summer unemployment insurance benefits by school-term employees applied regardless of whether or not the employee in question had a vested right in his or her employment:

> The exclusion of benefits under section 1253.3 applies to instructional educational employees regardless of whether their employment status is vested or nonvested. If there is a contract or a reasonable assurance that a teacher, who has taught for the District during the pre recess period, will perform teaching services for the employer in the academic year or term during the postrecess period, then the teacher must be denied unemployment benefits during the summer recess regardless of whether he or she is a tenured or nontenured teacher or whether his or her employment is vested or non-vested. (*Long Beach, supra* at 682-683.)

In fact, the *Long Beach* court also addressed CUIAB's argument that this Court should review the issue that the statute should be interpreted in favor of "on-call substitute teachers who do not share in the financial stability or the predictable employment enjoyed by salaried teachers." (CUIAB Petition, p. 1.) The *Long Beach* court, in no uncertain terms, rejected that argument as violative of the statutory intent behind Unemployment Insurance Code section 1253.3:

> The practical effect of the Board's decision is to assure that most, if not all, substitute teachers in California will be eligible for unemployment benefits during the annual summer recess periods while probationary and permanent teachers who are by statute or by contract guaranteed employment for the post-recess academic term are ineligible for such benefits. Thus, the Board's Precedent Benefit Decision constituted a violation of the principle of "like pay for like services" (*Id.* at 685.)

By like measure, the Court of Appeal in *United Educators*, like its predecessors in *Russ* and *Long* Beach, recognized that it is not the intent of FUTA, or its State counterpart, that substitute teachers should be exempt from the reasonable assurance rule, and therefore guaranteed a full calendar year's wage, when permanent and probationary teachers with reasonable assurance of returning had no such guarantee:

> The CUIAB itself acknowledges that in enacting the FUTA Congress "had envisioned that many public school teachers would be employed from Fall through Spring, and on recess during the summer. Congress did not wish to award these employees a double-payment—one for their usual salary paid throughout the whole year and another for unemployment benefits in the summer." Yet CUIAB's construction of 1253.3 would accomplish just that. Under its rationale, any teacher with an expectation of obtaining work during the summer session would be entitled to unemployment benefits if they were not hired (or if they were hired but not retained for the entire summer session) ... What the claimants in this case are requesting is that the government should provide them with a full year's income because they have agreed to work and be paid for only 41 weeks of each year. (*United Educators, supra,* 247 Cal.App.4th 1235 at 1253-1254.)

There is no need for further judicial review based on the economic impact caused by the proper interpretation of Unemployment Insurance Code section 1253.3. The courts in *Russ*, *Long Beach* and *United Educators* have all recognized that this impact has been already taken into account in the legislative process. What Petitioners seek here is not review of an unsettled area of the law. They in fact seek the judicial rewriting of a statute based on outcomes that they do not like. However, the *United Educators* court correctly determined that this request for a judicial rewriting of the statute fell outside of the proper judicial province. ("Section 1253.3 does not make any exceptions for employees who choose

to make themselves available for summer work, and we decline to read such an exception into the statutory language ... [I]f there are other policy concerns that now advise the adoption of a different rule, it is up to the Legislature to craft one." (*United Educators, supra,* 247 Cal.App.4th 1235 at 1253, 1254.)

Nor does the Court of Appeals' decision hold any risk of causing "unintended, adverse effects" on other Precedent Benefit decisions issued by CUAIB, as CUIAB claims in its Petition. (CUIAB Petition, pp. 11-12.) Precedent Benefit decisions P-B 412 and P-B-417 involved claimants whose work schedules were reduced from 12 months to 10 months, with the two lost months occurring during the summer. Neither of these decisions involved the application of Unemployment Insurance Code section 1253.3, as it was "clear that the cause of his unemployment was not a normal summer recess or vacation period but the loss of customary summer work" for an employee with a former 12-month work schedule. (P-B 412.) Therefore, there is no risk, as CUIAB claims, of causing any adverse effects on any pending Precedent Benefit decisions. The two decisions cited by CUIAB fall outside the scope of Unemployment Insurance Code section 1253.3.

3. UESF's Contention that the DISTRICT and CUIAB Should Be Estopped on the Definition of "Academic Term" Does Not Raise an Unsettled Question of Law.

As noted above, the courts in *United Educators* and *Russ* clearly established that the summer recess period could not constitute an "academic term." Therefore, this interpretation has been settled law for 34 years.

Nor does the Court of Appeal's recognition that the Superior Court's 2005 decision should not have preclusive effect raise an unsettled question of law. The Court of Appeal, in *United Educators*, was well within its discretion to not recognize any alleged preclusive effect of the 2005 decision. In so doing, the Court of Appeal relied upon well-established law. Citing *Sacramento v. State of California* (1990) 50 Cal.3d 51, in which the Supreme Court of the State of California considered whether extension of the state's unemployment insurance law to include state and local governments constituted a reimbursable state mandate, the Court of Appeal stated that:

> A prior determination is not conclusive where the issue is purely a question of law if injustice would result or if the public interest requires relitigation of the issue. [Citation Omitted.] As our Supreme Court has explained, "In *City of Sacramento v. State of California* (1990) 50 Cal.3d 51 ... we allowed the state to relitigate the issue of whether extension of the state's unemployment insurance law to include state and local governments constituted a reimbursable state mandate. [S]trict application of collateral estoppel would foreclose any reexamination of the holding of that case. The state would remain bound, and no other person would have occasion to challenge the precedent.' [Citation.] We observed, however, that 'when the issue is a question of law rather than of fact, the prior determination is not conclusive either if injustice would result or *if the public interest requires that relitigation not be foreclosed.*' [Citation

> Omitted.]." (*United Educators, supra,* 247 Cal.App.4th 1235 at 1246-1247.) (Emphasis Original.)

Noting that the California Supreme Court, in *City of Sacramento v. State of California, supra,* 50 Cal.3d 51 recognized that resolution of the statutory issue at hand would impact either the State's taxpayers or employers, the Court of Appeal in *United Educators* extended the public policy exception to the Unemployment Insurance Code sections at issue here:

> Similarly, here the issue to be relitigated involves public funding. An inaccurate interpretation of section 1253.3 might award unemployment benefits to employees who actually fall within the statute's exclusion. The potential impact of an erroneous statutory interpretation extends beyond San Francisco. All school districts in this state offering summer school programs are potentially affected. A correct reading of section 1253.3 is therefore critical to prevent the misdirection of public funds. (*United Educators*, supra, 247 Cal.App.4th 1235 at 1247.)

The Trial Court, and Court of Appeal, relied upon well-established law in invoking the public interest exception to the application of *res judicata* and collateral estoppel. Its decision to do so fell squarely within its discretion, and does not raise any unsettled question of law. Its reliance upon this exception was based upon well-established law.[2]

V. CONCLUSION

The Court of Appeals' decision in *United Educators* follows a line of decisions that has been in effect for over 30 years. The holding in *United Educators* is a natural extension of, and is in complete harmony

[2] The third primary court of appeal case interpreting Unemployment Insurance Code section 1253.3, *Cervisi v. Unemployment Ins. Appeals Bd.* (1989) 208 Cal.App.3d 635, addresses the exception to the reasonable assurance rule set forth in Unemployment Insurance Code section 1253.3, subdivision (g), for an assignment that is contingent on enrollment, funding, or program changes, and does not address the issues of the meaning of "academic year," "academic term," or the applicability of the statute to substitute teachers.

with, the decisions handed down in *Russ v. Unemployment Ins. Appeals Bd., supra,* 125 Cal.App.3d 834 and *Board of Education of the Long Beach Unified School District v. Unemployment Ins. Appeals Bd., supra,* 160 Cal.App.3d 674. The decisions in *United Educators, Russ* and *Long Beach* all are based upon the plain meaning and language of Unemployment Insurance Code section 1253.3, as well as the legislative intent behind the federal statute upon which it was based, and in accordance with the vast majority of other jurisdictions that have considered this issue. (*United Educators, supra*, 247 Cal.App.4th 1235 at 1249-1252.) Therefore, Petitioners have failed to demonstrate a need "to settle an important question of law," which is required for review under California Rule of Court 8.500(b)(1), as the law on this issued has been well settled for over 30 years.

Dated: August 2, 2016

BURKE, WILLIAMS & SORENSEN, LLP

By: _____

John R. Yeh
Attorneys for Real Party In Interest and Respondent, SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CERTIFICATE OF COMPLIANCE

Counsel of Record hereby certifies that pursuant to Rule 8.204(c)(1) or 8.360(b)(1) of the California Rules of Court, the Petition for Writ of Mandate is produced using 13-point Times New Roman type including footnotes and contains no more than 4,948 words, which is fewer than the total words permitted by the Rules of Court. Counsel relies on the word count of the computer program used to prepare this brief.

DATED: August 2, 2016

Respectfully submitted,

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By: _____
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Attorney for: , San Francisco Unified School District	*Ref. No. or File No.:*	
Insert name of Court, and Judicial District and Branch Court: SUPREME COURT OF THE STATE OF CALIFORNIA		
Plaintiff: UNITED EDUCATORS OF SAN FRANCISCO, et al. *Defendant:* CALIFORNIA UNEMPLOYMENT INSURANCE APPEALS BOARD, et al.		

PROOF OF MAILING HAND DELIVERY	*Hearing Date:*	*Time:*	*Dept/Div:*	*Case Number:* S235903

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9036274;cr.burwil-m.829686