SUPREME COURT COPY

Case No. S235903

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.

SUPREME COURT
FILED
FEB 0 3 2017
Jorge Navarrete Clerk
Deputy

SAN FRANCISCO UNIFIED SCHOOL DISTRICT,
Plaintiff and Respondent.

v.

CALIFORNIA UNEMPLOYMENT INSURANCE APPEALS BOARD,
Defendant and Appellant.

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

ERRATA TO SAN FRANCISCO UNIFIED SCHOOL DISTRICT'S ANSWER BRIEF ON THE MERITS TO UNITED EDUCATORS OF SAN FRANCISCO'S OPENING BRIEF ON THE MERITS

John R. Yeh, State Bar No. 154576
Burke, Williams & Sorensen, LLP
1503 Grant Road, Suite 200
Mountain View, CA 94040-3270
Telephone: 650.327.2672
Facsimile: 650.688.8333

Attorneys for Respondent
SAN FRANCISCO UNIFIED SCHOOL DISTRICT

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TO THE HONORABLE SUPREME COURT OF THE STATE OF CALIFORNIA AND ALL PARTIES TO THIS MATTER:

Page 30 of the SAN FRANCSICO UNIFIED SCHOOL DISTRICT's Answer Brief on the Merits to United Educators of San Francisco's Opening Brief on the Merits, as filed, inadvertently omitted the last line of text due to a duplication error. The complete and correct Page 30 is attached hereto, with the last line of text included.

DATED: February 3, 2017

Respectfully submitted,

BURKE, WILLIAMS & SORENSEN

By:____________________________

John R. Yeh
Attorneys for Respondent San Francisco Unified School District

The entire architecture of the school calendar is premised upon the 175-day academic year. For example, Education Code § 41420(a) provides that "[n]o school district, other than one newly formed, shall, except as otherwise provided in this article, receive any apportionment based upon average daily attendance from the State School Fund unless it has maintained the regular day schools of the district for at least 175 days during the next preceding fiscal year." Education Code § 48200's requirement of "compulsory full-time education" is premised upon the 175 day academic year, as is the Education Code §44913 restriction that service during summer school shall not count towards a certificated employee's progress towards tenure.

Treating the DISTRICT's summer school session as an "academic term" would not only run counter to the entire structure of the school district calendar, it would essentially lead to the self-nullification of the reasonable assurance rule set forth in U.I. Code § 1253.3. If a summer school session occurring between academic years constitutes an academic term, it would render the denial provisions for the "period between academic years" a nullity, and essentially require that provision to self-evaporate from the statute. Congress' amendment to the original federal unemployment statute to define an academic term as being a subset of the academic year ensures that each part of the statute has meaning. "It is a maxim of statutory interpretation that courts should give meaning to every word of a statute and should avoid constructions that would render any word or provision surplusage," and "'[a]n interpretation that renders statutory language a nullity is obviously to be avoided.'" (*Tuolumne Jobs & Small Business Alliance v. Superior Court* (2014) 59 Cal.4th 1029, 1038–1039.) Since UESF's contention that the DISTRICT's voluntary summer session constitutes an academic term would render the denial provision during the period "between academic years" a nullity, its interpretation