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DISTRICT OF COLUMBIA COURT OF APPEALS

Nos. 02-CV-464 and 02-CV-554

HOWARD UNIVERSITY, APPELLANT,

v.

HAROLD E. LACY, JR., APPELLEE.

Appeals from the Superior Court of the
District of Columbia
(CA-3012-99)

(Hon. Susan R. Winfield, First Trial Judge)
(Hon. Mary Ellen Abrecht, Second Trial Judge)

ON PETITION FOR REHEARING

(Filed October 10, 2003)

Daniel I. Prywes for appellant.

David W. Brown for appellee.

Before SCHWELB, FARRELL, and WASHINGTON, *Associate Judges*.

PER CURIAM: This court's decision in this case is reported at 828 A.2d 733 (D.C. 2003) (*Lacy I*). Appellee Harold E. Lacy, Jr., has filed a timely petition for rehearing or rehearing en banc. In his petition, Lacy correctly points out that, contrary to a statement in the court's opinion, 828 A.2d at 736 (and contrary to a concession by Lacy's attorney at oral argument), the question whether there was an employment contract between the parties in *Law v. Howard Univ.*, 558 A.2d 355 (D.C. 1989), was in fact contested and litigated. *See id.* at 356 n.1. We grant rehearing to the extent that we now correct this factual error.

We conclude, however, that the foregoing incorrect statement in the opinion – in fact, there have been two jury findings that the University's handbook is an employment contract,

rather than one – does not affect the proper disposition of the case. *See Lacy I*, 828 A.2d at 736-39. In all other respects, the petition for rehearing by the division is denied.

*So ordered.**

* We agree with Lacy that the new trial ordered in *Lacy I* should be confined to the *existence* of a contract between the parties; the question whether there was a breach need not be retried.