

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

DESMOND SAWYERR,)
)
Appellant,)
)
v.)
)
SOUTHEASTERN UNIVERSITY, INC.,)
)
Appellee.)
_____)

Case No. 2D07-5476

Opinion filed October 24, 2008.

Appeal from the Circuit Court for Polk
County; Wm. Bruce Smith, Judge.

Desmond Sawyerr, pro se.

Peter W. van den Boom of Frost van den
Boom & Smith, Bartow, for Appellee.

STRINGER, Judge.

Desmond Sawyerr seeks review of the Order Granting Summary
Judgment and Entering Final Judgment for Defendant Southeastern University, Inc., in
Sawyerr's action for breach of employment contract against Southeastern. We
conclude there exists a genuine issue of material fact and reverse and remand for
further proceedings.

An order granting summary judgment is reviewed de novo. Gallagher v. Dupont, 918 So. 2d 342, 346 (Fla. 5th DCA 2005). Summary judgment is proper "only when there is an absence of a genuine issue of material fact and the moving party is entitled to judgment as a matter of law." Galaxy Fireworks, Inc. v. Bush, 927 So. 2d 995, 996 (Fla. 2d DCA 2006). All doubts and inferences shall be resolved in favor of the nonmoving party, and the slightest doubt or conflict in the evidence will preclude summary judgment. Winn-Dixie Stores, Inc. v. Dolgencorp, Inc., 964 So. 2d 261, 263 (Fla. 4th DCA 2007).

In this case, Sawyerr filed a breach of contract claim against Southeastern, alleging that Southeastern offered and he accepted an employment agreement for the 2006-2007 academic year. Sawyerr alleges Southeastern thereafter terminated the contract and breached its duty to employ and/or compensate Sawyerr for the period of time covered by the employment agreement. Southeastern alleges it properly withdrew the offer or terminated Sawyerr's employment for cause based on Sawyerr's insubordinate behavior, as evidenced in his February 20, 2006, letter to the Vice President for Academic Affairs.

The trial court entered a final summary judgment in favor of Southeastern, finding the undisputed evidence in the record shows that Sawyerr either never accepted the offer or that the offer was properly rescinded for insubordination. We hold the trial court erred in granting summary judgment. Viewing the evidence most favorably to Sawyerr and drawing every possible inference in his favor, we find there is a genuine issue of material fact concerning whether Sawyerr's letter constitutes insubordination or a rejection of the employment offer. Accordingly, we reverse and remand for further

proceedings.

Reversed and remanded.

WHATLEY and DAVIS, JJ., Concur.