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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.\**

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\* 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.