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**Attorney Client Privileged Communication and Attorney Work Product - RE:  
Summary of our conversation this morning**

10 messages

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**Justin Schmidt** <Justin.Schmidt@arlaw.com>

Fri, Mar 30, 2012 at 10:57 AM

To: Andrew Abrams <andrew.c.abrams@gmail.com>, Thomas A Klingler <klingler@tulane.edu>, Hemalatha Banangada <Hemalatha.Banangada@asifcu.com>, Catherine MacPhaille <allias@bellsouth.net>, Jean Montés <jmontes@loyno.edu>, Paige Saleun <ME4USTILL@aol.com>, Kenneth Charity <dmkgroupLlc@yahoo.com>

Andrew,

This looks encouraging. If the other Board members agree with Jill's statements, I believe you should respond as follows:

"Jill, although I cannot make any commitments until the Board takes final action in its meeting on Monday, it is my understanding that the answer to both of your follow up questions would be "yes." "

Best of luck,

Justin

Justin B. Schmidt  
Adams and Reese LLP  
701 Poydras Street, Suite 4500  
New Orleans, Louisiana 70139  
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Direct: 504-585-0361  
Direct Fax: 504-584-9534  
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www.adamsandree.com

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**From:** Andrew Abrams [mailto:andrew.c.abrams@gmail.com]

**Sent:** Friday, March 30, 2012 10:49 AM

**To:** Thomas A Klingler; Hemalatha Banangada; Catherine MacPhaille; Jean Montés; Paige Saleun; Kenneth Charity

**Cc:** Justin Schmidt

**Subject:** Fwd: Summary of our conversation this morning

Dear Board Members,

I have just received the following message from Jill regarding the summary that was provided to her in association with our meeting on Wednesday.

It is my understanding that the response to No. 1 would be "yes", and the response to No. 2 would also be "yes".



Andrew Abrams <andrew.c.abrams@gmail.com>

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It is my understanding that the response to No. 1 would be "yes", and the response to No. 2 would also be "yes".

Please confirm that this is the Board's understanding. Thank you.

-Andrew

----- Forwarded message -----

From: **jill otis** <jill\_otis@bellsouth.net>

Date: Fri, Mar 30, 2012 at 10:17 AM

Subject: re: Summary of our conversation this morning

To: Andrew Abrams <andrew.c.abrams@gmail.com>

Cc: jotis@lfno.org

Dear Andrew,

Please clarify two points you made in your summary:

1. With regard to your statement "with pay through the end of the official school year, June 30, 2012," am I to understand that this would be at my current rate (\$85,000 annual) and benefits?

2. Regarding your concluding statement -- "Board members have expressed their desire for you to stay on through June 1, 2012 to assist with the transition in an amicable and peaceful way, if you so choose" -- am I to understand that the degree of my involvement would indeed be by my choice?

Sending this to you via my personal email with a cc to my LFNO address, I'd appreciate receiving your reply at both of my email addresses.

Sincerely,  
Jill Otis

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**From:** Andrew Abrams <andrew.c.abrams@gmail.com>

**Date:** Wed, 28 Mar 2012 16:50:05 -0500

**To:** Jill Otis <jotis@lfno.org>

**Subject:** Summary of our conversation this morning

Jill,

Below is a summary of our conversation this morning in response to your request:

Based on comments expressed during the recent Executive Session, it seems likely that the Board will form a consensus at the next Board meeting, April 2, 2012, to replace the CEO position. While the Board has not yet taken a formal vote in this regard, we simply want to convey our sentiments to you to give you an opportunity to resign prior to that meeting, if you wish. Should you choose to resign by this Friday, March 30, 2012 at 3:00pm, in lieu of further deliberations about the CEO position we would be prepared to make a motion at that meeting to accept your resignation and name you our Principal Emerita and Advisory Board Member, with pay through the end of the official school year, June 30, 2012. Board members have expressed their desire for you to stay on through June 1, 2012 to assist with the transition in an amicable and peaceful way, if you should so choose.

In association with your anticipated response on or before this Friday, March 30, 2012 at 3:00pm, you may contact me personally via telephone or email.

Thank you for everything.

-Andrew