



## Association of American Law Schools

September 27, 2010

*President*

**H. Reese Hansen**  
Brigham Young University

### **Important Message Concerning the 2011 AALS Annual Meeting**

Dear Faculty and Staff,

*President-Elect*

**Michael A. Olivas**  
University of Houston

We write to you now to share our enthusiasm about the Association of American Law Schools' upcoming Annual Meeting on January 5-8, 2011. We have scheduled an exceptionally diverse and well-designed program, and registration is open and active. Many of you, as volunteers, have been working hard to create programs that will make this an intellectually engaging and enjoyable Annual Meeting, and we thank you for your dedication and generosity. And of course many of us have been looking forward to our San Francisco location.

*Immediate Past President*

**Rachel F. Moran**  
University of California,  
Los Angeles

### **San Francisco Labor Dispute**

We also write to tell you, however, of a serious situation that has developed in San Francisco. It affects many of the city's hotels, including two of the three that AALS contracted with nearly a decade ago in March 2001 to hold our 2011 Annual Meeting. Unite Here! Local 2 represents workers at the Hilton San Francisco Union Square and Parc 55 hotels. The collective bargaining agreement between the workers and the hotels expired more than a year ago. Our headquarters hotel (The Hilton), where we are scheduled to hold all AALS sponsored meetings and events except the Gala, is now the subject of a boycott and Union members at the Hilton have recently voted to authorize a strike. Another of our hotels, Parc 55, is not yet affected, but together with a huge percentage of San Francisco's larger hotels it is listed by the union as being "at risk" for boycott. Our third hotel, the Hotel Nikko, is a non-union hotel. While our strong hope is that the negotiations can be completed to both the workers' and management's satisfaction, we recognize that an agreement may not be reached by the time of our meeting.

*Serving through 2010*

**R. Lawrence Dessem**  
University of Missouri

**Leo P. Martinez**

University of California,  
Hastings

*Serving through 2011*

**Katharine T. Bartlett**  
Duke University

**Daniel B. Rodriguez**

The University of Texas

### **A Difficult Decision**

After considering the implications of possible alternatives, we have decided not to cancel or relocate the Annual Meeting. We emphasize that in coming to this decision, AALS is not in any way commenting on the labor dispute in San Francisco. We regard our decision as the best among the bad choices we face. It is both painful and disappointing to anticipate the impact of an unresolved dispute on the conduct of our meeting, should that come to pass. This message will first explain why we have decided to go forward with the meeting in San Francisco, and then will describe some of the special steps we will take which we hope will enable more of those who wish to attend to do so.

*Serving through 2012*

**Dorothy Andrea Brown**  
Emory University

**Ann C. Shalleck**

American University

*Executive Director*

*Chief Executive Officer*  
**Susan Westerberg Prager**

*Managing Director*

**Jane M. La Barbera**

We start with a simple premise, the idea that an organization of law schools should honor its contractual commitments. Furthermore, AALS' ability to secure the types of meeting space we need by contracting long in advance depends over the long term in no small part

on our record of honoring our contracts.<sup>1</sup> We also want you to know that the logistical issues presented by the relocation of a meeting of this complexity are enormous, particularly given our small staff, and these issues reinforced our thinking, especially given the relatively short time remaining between now and the meeting. As many member schools face rising costs and shrinking law school budgets, AALS' long term efforts to place a priority on providing programs at reasonable cost seems more important than ever.

The Annual Meeting is a large and complex undertaking; we believe it constitutes the largest gathering of law faculty in the world. It involves over 3500 participants from all over the globe, leading and attending over 300 programs, committee meetings, receptions, awards ceremonies, and other events. Because of the size of our meeting, only a small number of hotels and very few cities have the meeting space that we require. The other San Francisco hotels with significant amounts of meeting space are either on the union's boycott list or are listed by the union as "at risk" of dispute. The convention center is booked for our meeting dates and is therefore unavailable to us.<sup>2</sup> Some have asked "Why can't you move the Annual Meeting to another city when you did so after Katrina?" Our answer has some different threads. We think that exceptional circumstances such as a natural disaster demand heroic efforts. The choice in Katrina's wake was to cancel the meeting entirely or to find an alternative and make it work. Fortunately it became unnecessary to cancel because: (1) the hotel AALS regularly uses at least twice a year was available, (2) that hotel was in the city in which AALS is based, and (3) a staff that normally works exceptionally long hours for the month before the annual meeting worked even harder under intense pressure. In that circumstance, even with a move to a hotel that the meetings staff knows in complex detail, we learned that the human costs of relocating an enormous meeting on such a short time frame run broad and deep. Particularly now, with a smaller staff and an increasingly complex set of priorities for the organization, a last minute move would not only be precariously difficult, it would compromise our ability to accomplish other important goals and projects as well.

### **Amelioration Efforts**

We are sensitive to the fact that in our member schools there are many who have strong personal feelings about the issues involved, including speakers and members of the AALS Executive Committee. We are attempting to ameliorate the negative effects that the circumstances in San Francisco present for those who would like to attend but who, on principle, do not wish to enter a hotel under boycott or on the union's "at risk" list, or choose between not crossing a picket line and attending their professional programs.

Our staff has been working intensely over the last few weeks to identify workable options in light of the small amount of remaining time before the Annual Meeting, and to explore ways that we can adapt portions of our plans to accommodate attendees while maintaining the integrity of the meeting. We acknowledge that the amelioration measures described below are not a comprehensive solution and are far from perfect, but we hope they will make a difference.

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<sup>1</sup> Only once in our modern history has AALS not complied with its contractual obligations to a headquarters hotel, and in that situation AALS staff had nearly a year to plan and execute new arrangements. It is also important that we clarify the facts relating to the recent San Diego meeting. When we decided to locate our headquarters in the San Diego Marriott in 2009, our hotel contracts provided that either the Manchester Hyatt or the Marriott could serve as the headquarters hotel. Finally, in the devastation following Hurricane Katrina, the City of New Orleans informed AALS that we could not hold the 2006 Annual Meeting in the city.

<sup>2</sup>This would not have been a good option for us in any case. The AALS has not used convention center venues for more than 28 years for good reason. They entail significantly higher costs, work far greater burdens on our staff, are inconvenient for our registrants, and lack the full meeting services provided by hotels.

➤ **Alternate Meeting Space**

All AALS programs have been scheduled for the headquarters hotel, the Hilton San Francisco Union Square. The Executive Committee believes that the circumstances call for some unusual steps, primarily the use of alternative spaces for some programs.

In our judgment, the least disruptive and most desirable alternative is the significant block of meeting rooms at the Hotel Nikko, located across the street from the headquarters at the Hilton. In addition to proximity to the Hilton, using the Hotel Nikko will enable AALS to provide comparable levels of technology and customary meeting services for programs relocated to this site. (We emphasize that the other proximate hotels with significant amounts of meeting space are not workable options because they are also subject to the boycott or are on the union's "at risk" list.) We are still exploring the availability of a small number of other nearby spaces.

We will be communicating to Section officers and Committee chairs about the process for making requests for alternative arrangements within two weeks. We will receive requests for alternate locations from Section leaders and Committee chairs that: (1) explain the rationale for the request and (2) demonstrate that all Section officers and Section Executive Committee members have engaged in careful consideration of the impacts on the planned program and agree that the change should be made.<sup>3</sup> We ask that Sections wait for the request form and accompanying informational memorandum before initiating their deliberations. Staff will work to ensure that those responsible for Section and Committee programs have full information on which to base their judgments.

In determining alternate venues, staff will consider how we can best make the meeting venues work together, in order to minimize the difficulty attendees may have in taking part in all programs of interest to them. We will also attempt to ensure that programs are not relocated to venues that will not be able to accommodate all of those who wish to attend. We acknowledge that depending on the number of requests we receive and the size of alternative spaces, AALS may not be able to accommodate all requests to relocate.

We believe strongly that it is extremely important that all registrants be able to verify the location of the meetings from information they receive in their registration packets. In our experience, web site postings alone are not adequate once people are onsite and moving from meeting to meeting particularly given the extensive program.

All programs will be held during their original time slots, regardless of venue. Badges will be required for entry to all relocated and original venues.

➤ **Registration Related Measures**

Because of the complexity and size of the registration function, and the small number of knowledgeable staff available to devote to it during the meeting, we will continue to locate registration in one place, the Hilton. If the Hilton remains on the boycott list, we will make limited arrangements for pre-registered attendees who request alternative pick up of meeting materials and badges in San Francisco as follows:

**Offsite Will Call:** Pre-registered attendees requesting to pick up badges and meeting materials at a site other than the Hilton may do so by:

- 1) completing an Annual Meeting registration form before December 1, 2010 and
- 2) Notifying AALS staff of their request for off-site pick up by December 1, 2010, by following directions that will be posted on the website.

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<sup>3</sup> In the case of Committee sponsored programs, requests must be made after careful consideration by all Committee members.

Instructions, including location and hours, will be posted on the AALS website when they become available.

This "Will Call" offsite pick up location (still to be determined) will be staffed at hours posted on the website, and will not be open the extensive hours of regular registration. Note that badges and meeting materials for all those who request this option will not be available at the main registration site in the Hilton.<sup>4</sup>

**Pick Up by Proxy:** Registrants who do not wish to enter the Hilton but who do not request Off-Site Will Call by December 1 may designate a friend or colleague to pick up their badge and meeting materials in the Hilton. Instructions to make this designation will be posted on the AALS website when they become available.

If the boycott is ended, or an agreement reached, we will cancel these alternate registration measures and hold all registrants' badges and meeting materials at the AALS registration site in the Hilton.

➤ **Amended Fee Refund Policy for 2011 Annual Meeting**

Because of all the uncertainties our registrants will face, we have modified our registration refund policy as follows: Full registration fee refunds will be given for all requests received before December 1, 2010.

**Consult the Website for the Latest Information in the Coming Months**

Please continue to visit [www.aals.org/am2011/](http://www.aals.org/am2011/) for the latest information about the Annual Meeting.

Thank you for your patience as we work to address these significant additional challenges. We hope that we will see many of you in San Francisco.

Sincerely,



H. Reese Hansen  
2010 President



Michael A. Olivas  
President-Elect



Susan Westerberg Prager  
Executive Director

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<sup>4</sup> If there are mistakes, the person staffing the alternate site will not be able to verify the problem or correct it, and there will necessarily be a delay in getting corrections made and transmitted back to the offsite Will Call location.