

DRAFTING A CONVENTION RESOLUTION

(Reproduced from DAV National Website)

Proper construction -- As the foundation of our DAV programs, it is important that the DAV resolution be fully understood in terms of its basic purpose and proper construction. If resolutions are ill-conceived or badly constructed, they act as poor standard-bearers for our legislative mandates, and they cause unnecessary problems for those who must identify their purposes and translate them into legislative form. On the other hand, properly constructed resolutions provide identifiable goals that are easily transposed into bill form.

Webster's Dictionary defines the word "resolution" as a "formal expression of opinion, will or intent, voted by an official body or assembled group." We like to think of a resolution as the process of putting ideas into words and, hopefully, putting these words into action.

The best way to deal with the proper construction of a resolution is to first break it down into its component parts. In doing so, we find three that can be readily labeled:

Part One, the Title or Statement of Purpose;

Part Two, the Whereas Clauses or Justification of Purpose;

Part Three, the Resolved Clause or Final Declaration and Course of Action to Achieve the Purpose.

Part One, the Title, should be as concise as possible. A lengthy title will often contain information that should be presented in the "Whereas Clauses" and thus creates the impression of rambling along. In many instances, a lengthy title wrongfully attempts to tell it all, thereby upstaging the resolution and making everything that follows anti-climactic.

However, a title should not be made too short. Titles of one or two words only will leave everyone completely in the dark about the actual purpose of a resolution. The object is not to keep a person guessing about the intent of the resolution, but to present a clear, instant recognition of its purpose.

Part Two, the Whereas Clauses, or Justification of Purpose, is the meat of a resolution. It is here that your sales pitch is made. Unfortunately, it is here that most people go astray, completely ruining an otherwise good resolution.

The most common and understandable error in this regard can be termed as the "overkill" syndrome -- too many "Whereas Clauses." In an attempt to build as good a case as possible for their cause, many resolution writers fall victim to "overkill" and provide superfluous justifications. In making this error, there are too many "don'ts" that are violated.

A few examples are: don't repeat yourself, don't exaggerate, don't go astray of the subject, don't unduly antagonize others, don't make unreasonable demands, etc.

Any one or a combination of these and other "don'ts" in a long-winded list of "Whereas Clauses" can be boring, create confusion, or cause any number of undesired reactions. In short, use the "Whereas Clauses" to make your point, not belabor it.

The purpose of Part Three, the Resolved Clause, is to explicitly express the course of action to be taken that will achieve your goal.

Here again, a resolution, good in all other respects, can be impaired by an improper "Resolved Clause." For example, a common misuse of the "Resolved Clause" goes something like this:

THEREFORE, BE IT RESOLVED, by the Disabled American Veterans in National Convention assembled in New Orleans, Louisiana, July 28-August 1, 1996, that we support this goal.

"Resolved Clauses" of this type are vague about the necessary action to be taken and end the resolution in a very weak fashion. Be specific about the action to be taken.

It is also important to avoid the temptation of continuing to give "whereas" justifications in the "Resolved Clause." Keep your "Resolved Clause" short and specific.

One final point, use the "AND BE IT FURTHER RESOLVED" addendum sparingly. Most commonly used to indicate parties (the President, members of the House and Senate, etc.) who are to receive copies of the resolution, the content of this clause is commonly misused by inserting unnecessary information or further justifications ("Whereas clauses"). If a doubt exists about using the "FURTHER RESOLVED" clause, then, as a rule of thumb, do not use it.

These guidelines should prove useful to those of you who will be drafting resolutions for DAV legislative and administrative goals.

EXAMPLE OF A PROPERLY CONSTRUCTED RESOLUTION

Note: Whereas Clauses not verbose, provide solid, defensible justification
Title Concise, to the point, instant recognition of purpose

CONCURRENT PAYMENTS OF VA DISABILITY COMPENSATION AND MILITARY RETIRED PAY

WHEREAS, ex-servicemembers who are retired from the military on length of service must waive a portion of their retired pay in order to receive disability compensation from the Department of Veterans Affairs; and

WHEREAS, it would be more equitable if the laws and regulations were changed to provide that in such cases the veteran would be entitled to receive both benefits concurrently since eligibility was established and earned under two entirely different sets of enabling laws and regulations;
NOW,

THEREFORE, BE IT RESOLVED that the Disabled American Veterans in National Convention assembled in New Orleans, Louisiana, July 28-August 1, 1996, supports legislation and changes in applicable regulations which would provide that a veteran who is retired for length of service and is later adjudicated as having service-connected disabilities, may receive concurrent benefits from the military department and from the VA without deduction from either.

Submitted by

Name – Chapter - Signature