

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS

CORPORATE CHARTER
OF THE
NATIVE VILLAGE OF TETLIN
ALASKA

RATIFIED MARCH 20, 1940

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1941

CORPORATE CHARTER OF THE NATIVE VILLAGE OF TETLIN

A FEDERAL CORPORATION CHARTERED UNDER THE ACT OF JUNE 18, 1934, AS AMENDED BY THE ACT OF MAY 1, 1936

Whereas, a group of Indians having a common bond of living together in Tetlin, Territory of Alaska, seek to organize under Sections 16 and 17 of the Act of June 18, 1934, and Section 1 of the Act of May 1, 1936, by adoption of a constitution and by-laws and a charter approved by the Secretary of the Interior,

Now, therefore, I, Oscar L. Chapman, Assistant Secretary of the Interior, by virtue of the authority given to me by the above acts, do hereby submit this Charter of incorporation to the group of Indians so organizing.

SECTION 1. *Purpose and Name.*-In order to enable the Village and its members to do various kinds of business for their good, the Village is hereby chartered as a corporation of the United States of America under the name of "Native Village of Tetlin".

SECTION 2. *Membership.*-The corporation shall be a membership corporation, consisting of all persons of the Village considered members under the rules of its Constitution.

SECTION 3. *Management.*-The corporation shall be managed by the governing body set up under the constitution.

SECTION 4. *Powers.*-The corporation shall have the power to do the following things:

To own, hold, manage and dispose of all Village property.

To make contracts.

To sue and be sued.

To borrow money from the revolving Indian Credit Fund and to use it under a loan contract.

To enter into any business or activity that will better the condition of the Village and its members.

To do such other things as may be necessary to carry on the business and activities of the Village.

SECTION 5. *Limits to Powers.*-In using its powers the corporation must not do the following things:

Go against any law or the constitution and by-laws of the Village.

Sell or [mortgage](#) any land set aside as a reserve for the Village.

Make leases, permits or contracts covering any lands or waters set aside as a reserve for the

Village without the approval of the Secretary of the Interior or his authorized representative.

SECTION 6. *Property of Members.*-Property owned by a member of the Village shall not be taken to pay the debts of the corporation without his consent.

SECTION 7. *Records.*-The corporation shall keep correct records of its business and activities and give copies of these records when asked to do so to the representative of the Office of Indian Affairs serving the Village.

SECTION 8. *Changes in the Charter.*-Changes in the charter may be made by the Village and if approved by the Secretary of the Interior shall be in force when agreed to by a majority vote of those members voting in an election called the Secretary of the Interior, provided, that at least 30 per cent of the voting membership votes. The charter itself shall continue in force for all time, unless taken away by act of Congress.

SECTION 9. *Adoption of Charter.*-This Charter shall be in force when it is agreed to by a majority vote of those members voting in an election called by the Secretary of the Interior, provided, that at least 30 per cent of the voting membership votes and provided that the Village has agreed to a constitution and by-laws approved by the Secretary of the Interior.

This Charter is hereby approved and submitted to the group of Indians having a common bond of residence in the Village of Tetlin, Alaska, to be voted on in an election called and held under the Instructions of the Secretary of the Interior. The Charter shall be deemed issued when a petition for a charter, signed by one-third of the adult Indians, has been received by an authorized representative of the Department of the Interior.

OSCAR L.

CHAPMAN,

Assistant Secretary of the Interior.

[SEAL]

WASHINGTON, D. C., May 15, 1939.

CERTIFICATION OF ADOPTION

Pursuant to an order, approved May 15, 1939, by the Assistant Secretary of the Interior, the attached Charter was submitted for ratification to the group of Indians having a common bond of residence in the Village of Tetlin, Territory of Alaska, and was on March 20, 1940, duly ratified by a vote of 33 for and 0 against in an election in which over 30 per cent of those entitled to vote cast their ballots, in accordance with section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended by the Act of June 15, 1935 (49 Stat. 378).

ANDREW DAVID,

Chairman, Election Board.

DAVID,

TITUS

FRED A. DIMLER,
Government Representative.

Secretary, Election Board.



*Native Village
of Tetlin*

*Written Code of
Tribal Ordinances*

Titus David

1904-1998

*"Teach your children so they can teach their children.
That way, we can be rich in our Indian way of life."*

Cover, Titus David:

Titus David was an Athabascan Indian born on February 28, 1904. He was born to Chief David and Martha Luke. Grandpa Titus married Jessie Isaac from Tanacross and they had 7 children: Kathreen, Adam, Bentley, Roy, Lydia, Walter, and Aggie. Titus worked on many projects and as a young man, he was involved in the passage of the first Constitution and By-Laws of the Native Village of Tetlin Alaska in the 1930s. He served on many boards and was very instrumental in building the first school and church in Tetlin. He gave from the heart in his leadership to guide his people. He was well known for telling traditional stories and making traditional tools of the Athabascan life style, such as snowshoes, sleds, skinning knives, bows and arrows, fish knives, and drums. He was a very skilled hunter, trapper and fisherman. He strove to share the wealth of the Athabascan culture, teaching the knowledge of the Athabascan heritage to anyone who wanted to learn.

Interview with Titus David on November 19, 1997 by Nettie Warbelow and Clara Sam:

"My brother taught me how to hunt. Sometimes he would leave me behind and I would have to catch up. When I was really young, I made a bow and arrow and killed my first bird, my very first kill so my mom and Dad had to give it away to Tom Neily. I was 17 when I shot my first moose, my family gave all the meat away. I gave away two blankets and \$20.00 when my grandchild had his first hair cut. You have to give gifts to someone on the opposite Clan. Today Native people do not continue to practice this. Only very few.

Today there are many changes for the good and the bad. I feel that my people are losing their Indian way of life and I want them to hold on to it and pass it down through their children and the next.

People need to stop thinking about themselves. They need to start to talk about the Village and its people. Leadership needs to involve the people. Leaders long time ago did it from the heart and did not expect nothing in return. I am old and worried that we survived through hardship and I want you leaders to fight back and protect what you have. You cannot do it by yourself. You need to work as one.

Indian dancing is important. Our way of life is important. Annie Joe was a song maker. No one is doing it now. We need to start to drum and sing again. It is very good for the soul.

Most of our Elders from a long time ago are all gone. There is only Ocsar Albert from Northway and myself who are the oldest. I would like to see young ladies and men continue to teach their family about our traditional way of life. Children are not dumb, they are just not being taught so therefore do not know. Today we have it easy, easy way of life.

My Dad had no paper, no pencil. I learned by memory and we are fortunate to have our language, education from the western way and we must use this for our Village. My father taught me by memory and today I remember a lot.

I always show respect to other people. I never hated anyone. Hate and anger is not good for you. I love my Indian way of life. Today people are only for themselves and do not think about other people's feelings. We all have a spirit about us.

Indian law is important for the Indian people and the future. Chief Peter said when I am gone someone must take over. He had no children, but thought about the other children and that they need to carry out the Leadership of the Village and its laws.

One day you will have more people that will want to move into the Village. Let them move in, but first talk to them about our laws. The Indian Law is our life.

Athabascan drum is round like the sun and the world. The way you make your drum will give you luck, but if it is misused, you can get bad luck too. Everything has a meaning in our way of life.

Never make fun of wildlife. You need to respect it, as it is our food. There are a lot of stories about our wildlife. Respect is what we had, but now people do not see how important it is. We had our traditional values that we cannot break.

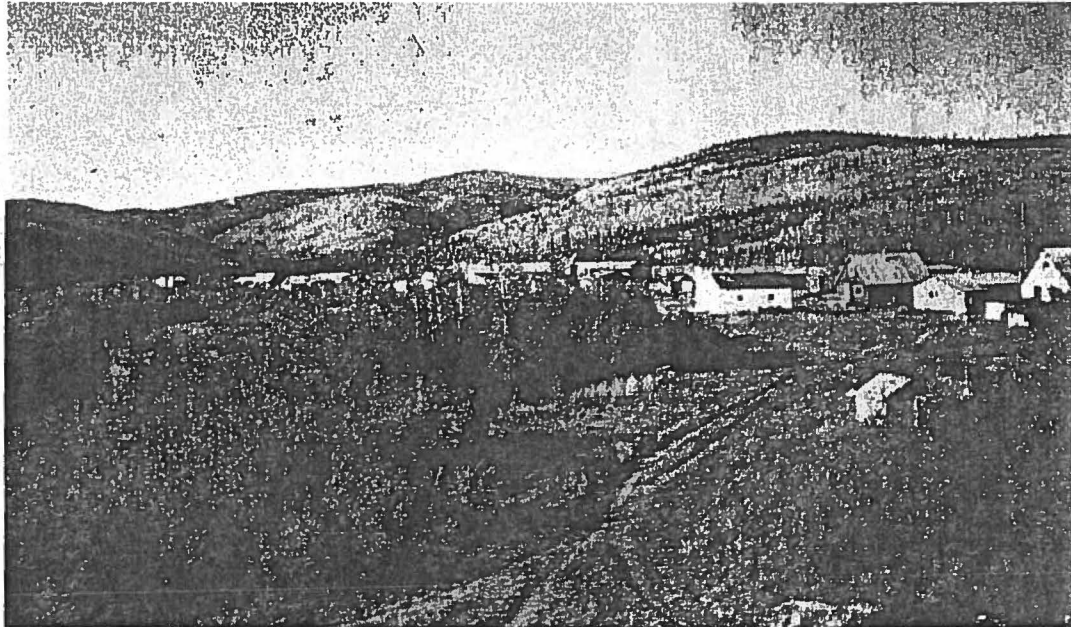
Teach your children so they can teach their children. That way, we can be rich in our Indian way of life."

Titus David

Tetlin
3/8/3608

Native Village of Tetlin

Written Code of Tribal Ordinances



“Our unwritten law we have abided by as traditional aboriginal people is within us. It is not the intention of this written code to undermine or eliminate our unwritten law.

We will continue to value and implement the knowledge of those customs and beliefs which cannot be written.

In order to strengthen this written law, parents must teach their children the unwritten law of our Tetlin Athabascan heritage.

Parents need to teach their children who they are.”

Donald Adams, Chief of Tetlin

1998



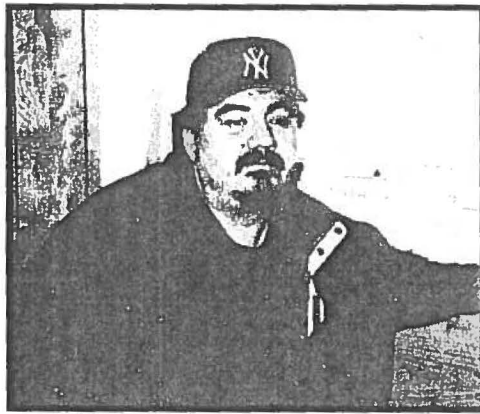
Clara R. Sam



Stan Taylor



Nettie (David) Warbelow



Donald Adams



Judy Gene

This Tribal Code is the product of many minds and many hours of work. Through the knowledge gained from listening to grandparents and other Elders, these individuals were able to construct this Code which reflects the traditional values of the Tetlin people.

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History of Tetlin Village

The Native Village of Tetlin is an Athabascan Indian settlement located in the upper Tanana Valley, 80 miles west of the Canadian border and about 220 miles east of Fairbanks, Alaska. The Village is situated on the banks of the Tetlin River and is in sight of the 17,000 acre Lake Tetlin.

The Native people of Tetlin have lived in the Upper Tanana area beyond the memory of man. In early times, the Athabascan Indian settlements in the area were semi-permanent hunting and fishing camps occupied seasonally. In 1885, lieutenant Henry T. Allen made contact with the Nandell Indians. The Village of Nandell is now know as Last Tetlin. Tetling was established eleven miles by trail from Nandell, and later became know as 'Tetlin'. In 1885, Tetling was inhabited by six men, four women, and seven children.

Lt. Allen learned that Natives residing at Last Tetlin had already made numerous trips to the Trading Posts on the Yukon River, and at least one current resident of Tetlin recalls traveling to Dawson before Posts were established in the Upper Tanana Region. Another man said that the people occasionally traveled to Tanana Crossing (Tanacross) after a Trading Post opened there in 1912.

An influx of settlers into the Region during the Chisana gold stampede in 1913 led to the establishment of a trading post across the river from the Village before 1920, when Chief David was leader of the people.

In the 1920s, John Hajdukovich and W.H. Newton opened a Post in Tetlin, and the Native people from Last Tetlin relocated to the current Village of Tetlin. The people curtailed their semi-nomadic patterns following the organization of a school in 1923. The first actual school building was constructed in 1929.

In 1930, through the efforts of Tetlin Chief Peter and John Hajdukovich, the 768,000 acre Tetlin Indian Reservation was established by Federal Executive Order. When the reservation status was revoked through the passage of the Alaska Native Claims

Settlement Act in 1971, Tetlin chose to acquire surface and subsurface rights to the property under its own Native Corporation, and to not become part of a regional corporation. Since 1996, the Tetlin Corporation transferred the land back to the Tetlin Tribe.

Despite strong assimilative influences, important elements of the traditional Athabascan culture remain today. Tetlin Natives retain a strong sense of pride in their cultural heritage and continue numerous traditional practices. The strength and importance of kinship, social bonds, and ties to the land lead many people to prefer residence in the area despite the fact that employment opportunities are normally quite limited.

Historically, the Native people of Tetlin survived and flourished without written laws. Acceptable and unacceptable behaviors were common knowledge, passed down from one generation to another. Traditional customs are common law to the people of Tetlin. Today, our people continue to practice the laws that were brought down from one generation to another.

We want that which our Elders taught us to be passed down to our younger generation. In that spirit, we adopt this written Code of Tribal Laws to share some of what we carry in our hearts as the Athabascan people of Tetlin.

Traditional Values

- | | | |
|--|--|---|
| 1. T'oodjht'ay łǵǵ' ts'uunǵ.
<i>Trust in God</i> | 8. Ts'edloo tah hǵǵ' hǵǵǵǵ.
<i>Laughter/Humor</i> | 15. Naholnagn ch'ah hǵǵǵǵ.
<i>Story telling</i> |
| 2. Ch'chłaadn' iin udzihchaa.
<i>Respect for others</i> | 9. Hǵǵchaa t'ey ch'ah ts'etnah.
<i>Hard Work.</i> | 16. K'aadu' bihǵǵłiin xaah ts'łitsłıı'.
<i>Honoring the newborn</i> |
| 3. Nıhtats'eishye'.
<i>Sharing</i> | 10. Jah neenann' ts'a' ee'aa ts'a' udzihchaa.
<i>Respect for nature.</i> | 17. Nee'aaniign' ch'ah hǵǵǵǵ.
<i>Honoring the tradition</i> |
| 4. Ch'indadn' lın udzihchaa.
<i>Respect for elders</i> | 11. Neekey udzihchaa.
<i>Respect for our village.</i> | 18. Ogn ts'a' haltsiit ts'a' udzihchaa.
<i>Respect for other clans</i> |
| 5. K'at'ey ch'ats'eneegn.
<i>No gossiping</i> | 12. Naa'elsey chaanijj'eiñh.
<i>Honor hunters' success</i> | 19. Ogn t'iin iin ts'a' altsiit ts'a' hits'etnayh.
<i>Knowledge of family tree</i> |
| 6. Ts'ıjkey iin xaah ts'ıjtajj'.
<i>Love for children</i> | 13. Nee'aaneegn' ch'ah hǵǵǵǵ.
<i>Language</i> | 20. Ts'chłagn k'eh ch'atsaateel.
<i>Unity</i> |
| 7. Noon iin udzihchaa.
<i>Respect for animals</i> | 14. Dineh shuu ch'idzıü eh ch'itliign
hǵǵ' hǵǵǵǵ.
<i>Dancing and Singing</i> | |



Clans of Tetlin Village



Although this Code has a membership ordinance that sets out the membership of the federally recognized Tribe of Tetlin, the Tetlin people have a traditional membership system based on Clans that is not reflected by this modern system. The Tetlin people are divided into Clan groups, which are based on matrilineal descent. Each are identified by name. There are legends about the origin of the different Clans, and the knowledge of those legends is carried in our hearts. Knowledge about Clans and Clan affiliation, as well as traditional upbringing, is important for our identity and well being as Native people.

It is very important for Native people to know their heritage and where they come from. Our ancestors have carried their responsibility to pass this knowledge on to us so therefore it is our responsibility to pass this knowledge on to the generations to come.

Our Elders are concerned about the perpetuation of their own Clans, because the younger generation is not obtaining the knowledge about the Clan system. Although the Clans are all related in some way, intermarriage between certain Clans is disruptive to this system.

High respect for the opposite Clans has always been a practice in the Athabaskan culture. Respect is important in potlatching traditions. Native persons cannot afford to give potlatches without knowing exactly how they are related to their guests.

We must continually remind ourselves of the beauty of our children and the honor in being blessed with these special gifts from our Elders for rearing us. We now need to teach and raise our children in these traditional ways. We as Native people have the tools of our legacy to use and share with our children who can prosper from these powerful methods. Within these principles, each of us must recognize and respect the range of different ways of practicing these traditional values of our Native way of life.

Our Elders are our wealth of information about our clanship heritage. We must go to them to learn this traditional way.

Although there may be other ways to spell the Clan names, and we mean no offense if the spelling here is different than the way some of the Clans may spell their names, the Clans of Tetlin are Nalt'seen, Tc'itceliu, Tc'iaaz, Ne'su', Tcizue, Atsel'dendei, and Taltsin.



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

+

CONSTITUTION AND BY-LAWS
OF THE
NATIVE VILLAGE OF TETLIN
ALASKA

+

RATIFIED MARCH 20, 1940



UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1957

CONSTITUTION AND BY-LAWS OF THE NATIVE VILLAGE OF TETLIN

We, a group of Indians having the common bond of living together in the Village of Tetlin, Territory of Alaska, in order to have better life and greater security, make for ourselves this Constitution and By-laws, by authority of the act of Congress of June 18, 1934, as amended by the Acts of June 15, 1935, and May 1, 1936.

ARTICLE I—NAME

This organization shall be called the "Native Village of Tetlin."

ARTICLE II—MEMBERSHIP

SECTION 1. *First Members.*—All persons whose names are on the list of native residents, made according to the Instructions of the Secretary of the Interior for organization in Alaska, shall be members of the Village.

SEC. 2. *Children of Members.*—All children of any members shall be members of the Village.

SEC. 3. *Loss of Membership.*—Any member may willingly give up his membership, or his membership may be taken away for good reason by the Village, or if he moves away from the Village, intending not to return, he shall lose his membership.

SEC. 4. *New Membership.*—Any person who has lost his membership and any other native person may be made a member if he sets up a home in the Village.

SEC. 5. *Membership Rules.*—The Village may make rules to govern membership, either for the purpose of carrying out this Article or covering membership matters not taken care of in this Article.

ARTICLE III—GOVERNING BODY

SECTION 1. *Choice of Governing Body.*—At a general meeting following the acceptance of this Constitution, the Village membership shall decide what kind of governing body it wishes to set up to speak and act for the Village and to use the powers of the Village. If there is a governing body already set up in the Village, at the time this Constitution is accepted, the membership may decide to keep that governing body, or it may choose a new form of government.

SEC. 2. *Choice of Officers.*—The Village shall at the same time decide how members and officers of the governing body shall be chosen and how long they shall serve. The Village shall then choose the members to serve on the governing body and such officers as may be thought necessary.

SEC. 3. *Meetings of Membership and Governing Body.*—The Village shall decide when and how often there should be meetings of the whole Village membership as well as of the governing body; also it shall de-

vide what notice shall be given for the calling of meetings and how many members must be present at such meetings in order to do business; and it may make any other rules necessary for the holding of meetings. A general meeting of the whole membership shall be held at least once a year.

SEC. 4. Record and Report of Village Decisions.—A record shall be made and kept of all the rules made under sections 1, 2, and 3 of this Article, which record shall be called the Record of Organization of the Native Village of Tetlin. Copies of this record shall be given to the teacher or other representative of the Office of Indian Affairs serving the Village. There shall be put in the record the names of all persons chosen to be officers of the Village.

ARTICLE IV.—POWERS OF THE VILLAGE

SEC. 1. Powers held.—The Village shall have the following powers: To do all things for the common good which it has done or has had the right to do in the past and which are not against Federal law and such Territorial law as may apply.

To deal with the Federal and Territorial Governments on matters which interest the Village, to stop any giving or taking away of Village lands or other property without its consent, and to get legal aid, as set forth in the Act of June 18, 1934.

To control the use by members or nonmembers of any reserve set aside by the Federal Government for the Village and to keep order in the reserve.

To guard and to foster native life, arts and possessions and native customs not against law.

SEC. 2. Grant of More Powers.—The Village may have and use such other powers as may be given to it by the Federal or Territorial Government.

SEC. 3. Use of Powers.—The governing body shall put into use such of the powers of the Village as the Village may give to it at general meetings of the membership and shall make reports of its actions to the membership at general meetings.

SEC. 4. Rule-making Power.—The Village may make rules which are not against law to carry out the words of this Constitution.

ARTICLE V.—RIGHTS OF MEMBERS

SECTION 1. Right to Vote.—All members of the Village 21 years of age or over shall have the right to vote in Village meetings and elections.

SEC. 2. Right to Speak and Meet Freely.—Members of the Village shall have the right to speak and meet together freely in a peaceable way.

SEC. 3. Right to Share in Benefits.—Members of the Village shall have equal chance to share in the benefits of the Village.

ARTICLE VI.—CHANGES IN THE CONSTITUTION

Changes in this Constitution and By-laws may be made if the changes are approved by the Secretary of the Interior and by a majority vote of the Village members voting in an election called by the Secretary of the Interior at which at least 30 per cent of the voting membership take part.

BY-LAWS OF THE NATIVE VILLAGE OF TETLIN

ARTICLE I—OFFICERS AND THEIR DUTIES

SECTION 1. *Village Records.*—The Village or the governing body shall choose one or more members who shall have the duty of keeping records of all actions and decisions of the Village and of the governing body and of giving copies of the records to the representative of the Office of Indian Affairs serving the Village.

SEC. 2. *Village Funds.*—The Village or the governing body shall choose one or more members who shall have the duty of caring for the Village funds and keeping records of all funds taken in and paid out and giving copies of the records to the representative of the Office of Indian Affairs.

SEC. 3. *Officers and Agents.*—The Village or the governing body may choose as many officers and agents as it may need to carry out its duties and shall state the length of service and the duties of each officer or agent when he is chosen.

ARTICLE II—ADOPTION

This Constitution and By-laws shall be in effect when it is agreed to by a majority vote of the Village members voting in an election called for the purpose by the Secretary of the Interior, provided that at least 30 per cent of the voting membership take part. The persons entitled to vote are all the adult native residents in the Village of Tetlin.

APPROVAL

This Constitution and By-laws is hereby approved by the Assistant Secretary of the Interior and submitted for acceptance or rejection by the group of Indians having a common bond of living together in the Village of Tetlin, Alaska, in an election called and held under the Instructions of the Secretary of the Interior.

All rules and regulations heretofore promulgated by the Interior Department or by the Office of Indian Affairs, so far as they may be incompatible with any of the provisions of the said constitution and by-laws will be inapplicable to the Village of Tetlin, Territory of Alaska, from and after the date of adoption of this Constitution.

All officers and employees of the Interior Department are ordered to abide by the provisions of the said constitution and by-laws.

OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.

[SEAL]

WASHINGTON, D. C., *May 15, 1939.*

CERTIFICATION OF ADOPTION

Pursuant to an order, approved May 15, 1939, by the Assistant Secretary of the Interior, the attached Constitution and By-laws was submitted for ratification to the group of Indians having a common bond of residence on the Tetlin Reserve, Territory of Alaska, and was on March 20, 1940, duly ratified by a vote of 33 for and 0 against in an

election in which over 30 percent of those entitled to vote cast their ballots, in accordance with section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended by the Act of June 15, 1935 (49 Stat. 378).

ANDREW DAVID,
Chairman, Election Board.
TITUS DAVID,
Secretary, Election Board.

FRED A. DIMLER,
Government Representative.

○

PETITION

WE THE UNDERSIGNED NATIVES OF TETLIN
RESERVATION REQUEST THAT A CORPORATE
CHARTER BE GRANTED THIS RESERVATION IN
COMPLIANCE WITH THE ACT OF CONGRESS OF
JUNE 18, 1934 as AMENDED BY THE ACT OF
MAY 1, 1936.

- | | |
|--------------------|----------------------|
| 1. Andrew David | 23. Kitty David |
| 2. Paul Joe | 24. Joe John |
| 3. Titus Paul | 25. Jessie John |
| 4. Alfred Adams | 26. Chief Lake |
| 5. Agnes Paul | 27. Mrs Lucy Adams |
| 6. Jessie Marks | 28. Ada Paul |
| 7. Lily Singleton | 29. Little John |
| 8. Ada David | 30. Lois Tetlin Paul |
| 9. Big John | 31. Ellen Paul |
| 10. Mrs Big John | 32. Rachel David |
| 11. Tabess C. John | 33. David Jones |
| 12. Lena David | 34. Lucy David |
| 13. Alfred John | 35. |
| 14. Titus David | 36. |
| 15. Jesse David | 37. |
| 16. Martha David | 38. |
| 17. Jimmie Joe | 39. |
| 18. Eva Joe | 40. |
| 19. Peter Joe | 41. |
| 20. Jimmy Joe | 42. |
| 21. Old Albert | 43. |
| 22. Gustav Albert | 44. |



TETLIN TRIBAL COUNCIL
BOX TTL
TETLIN, ALASKA 99779
907-324-2130 FAX 907-324-2131

RESOLUTION NO 97-15-10

WHEREAS, the Tetlin Village Council is the duly constituted and legal governing body of the Native Village of Tetlin, Alaska, and

WHEREAS, a General Public meeting was held to review and pass this resolution to continue to practice the Tetlin Tradition and Cultural Laws, and

WHEREAS, a Written Code of Tribal Laws was written for the Village of Tetlin to enforce and revision will be done as see fit by the Tetlin Tribal Council and its members.

WHEREAS, the Tetlin Tribal Written Code will be recognized by the State of Alaska and by any Federal Government.

THEREFORE BE IT RESOLVED that the Tetlin Village Council and the General Public voted to pass this resolution to practice and follow from this day forward.

LET IT BE KNOWN THAT ON Oct 15 __ 1997, THAT A VOTE OF 67 OF THE GENERAL PUBLIC OF TETLIN WITH 54 VOTING FOR THE RESOLUTION.

CERTIFICATION

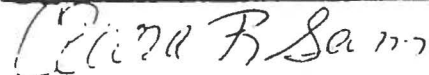
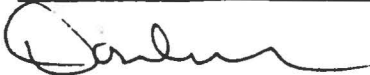
I hereby certify that this resolution was passed by the members of the Tetlin Village on Oct 15, 1997, at Tetlin, Alaska and a quorum was duly established.

SIGNED:

ATTEST:

Donald Adams, President

Clara Sam, Sec/Treasurer



Election / General Meeting

Sign in sheet
10/15/97

- 1 Alvin Linn
- 2 [unclear]
- 3 Leonard [unclear]
- 4 Long [unclear]
- 5 Ernest Titus
- 6 Floyd Gene
- 7 Everett [unclear]
- 8 James Joe
- 9 Michael Sam
- 10 Nathaniel [unclear]
- 11 Alfred [unclear]
- 12 [unclear]
- 13 Carl David
- 14 Emma Titus
- 15 Theda [unclear]
- 16 [unclear]
- 17 Alex [unclear]
- 18 Stella [unclear]
- 19 David [unclear]
- 20 Roy David
- 21 Titus David
- 22 Lee Lee Sr.
- 23 Ray [unclear]
- 24 Willie Washelton - (A. Hand.)
- 25 [unclear]
- 26 Stanley A. Taylor
- 27 Cuda Linn

- 28 Billy L. Sam
- 29 Harry R Mark Sr
- 30 Diane S Joe
- 31 Dorothy D. Sibus
- 32 Robert Gene
- 33 Ronald Lee Jr
- 34 Debbie W. Sibus
- 35 Smith Sam Jr
- 36 Lee Joe Jr
- 37 Joyce C. Mark
- 38 Connie Adams
- 39 Norma A. Gene
- 40 Caroline Sam
- 41 Charlie David Sr
- 42 Eddie B. Joe
- 43 Margie David
- 44 William Sam
- 45 Roosevelt Sam
- 46 Edward D. Joe
- 47 Helen C. David
- 48 Natalie Sam
- 49 Wanda David
- 50 Sharonie Jr
- 51 Winema D. David
- 52 Wendell W. Gene
- 53 Rena R. Sam
- 54 ~~William Sam~~
- 55 Talpa Sam
- 56 Bentley Mark Sr.

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Norman Lane

Darin D. Mack

Gilbert L. son of

ROWENA M. PAUL

Henry P. Ginnis

Kathleen Mack

Tom Lee

Jeri Easter

Frank Dune

Ben R Paul

Jimmy Paul



TITLE 1 : TRIBAL GOVERNMENT OPERATIONS

CHAPTER 1

GENERAL PROVISIONS FOR ALL TITLES

Section 1. Authority and Relation to Unwritten Tribal Laws	pg. 1
Section 2. Purpose	pg. 2
Section 3. Name	pg. 2
Section 4. Territorial Boundaries	pg. 2
Section 5. Interpretation and Severability	pg. 3
Section 6. Definitions	pg. 3

Section 1. Authority and Relation to Unwritten Tribal Laws

Under the inherent sovereignty of Indian tribes of the United States and under the authority granted to the Tetlin IRA Tribal Council under Article IV of the IRA Constitution and By-Laws of the Native Village of Tetlin, and after a referendum vote of the Tetlin Tribe on August 11, 1997, any previously adopted Tetlin Tribal ordinances shall be repealed and replaced by this Tetlin Tribal Code of Ordinances. These ordinances may be amended, repealed, or added to under the provisions of Chapter 3 of this Title.

It is not the intention of these ordinances to undermine or eliminate the unwritten law within us and that we have abided by as traditional aboriginal people. Unwritten

traditional law has always been in place and this Code is not to displace the application of our unwritten custom law. We will continue to value and implement the knowledge of those customs and beliefs which cannot be written.

Section 2. Purpose

The purpose of this Code of Tribal Ordinances is to promote the welfare of the Tetlin tribal members and residents of the Village, to establish unity, and to provide an orderly framework to govern the activities within the jurisdiction of the Tribe. These ordinances are based on the customary and traditional values and laws of our people and include ordinances as needed by the present population of the Tribe.

Section 3. Name

In this Code of Ordinances, the "Native Village of Tetlin" shall be referred to as the "Tetlin Tribe."

Section 4. Territorial Boundaries

The territorial jurisdiction of the Tetlin Tribe shall extend to all lands and waters constituting the Indian Country of the Tetlin Tribe as defined by federal and tribal law. To the extent consistent with federal law, such lands and waters shall include, but are not limited to, all lands and waters customarily and traditionally used or owned by the Tetlin people since time immemorial, including lands withdrawn for selection by Tetlin Village Corporation under the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et. seq.), all lands transferred from the Tetlin Village Corporation to the Tetlin Tribe, all lands within the Tetlin Village site, and all fee lands and allotments within the traditional lands of Tetlin regardless of the issuance of any patent or unrestricted fee title to any such lands.

Section 5. Interpretation and Severability

- A. These ordinances shall be liberally interpreted to give full effect to the purposes for which they were adopted.
- B. These ordinances shall generally be interpreted as civil in nature and any violations shall not be interpreted as a criminal offense unless specifically provided by these ordinances.
- C. If any provision of these ordinances, or their application to any person or legal entity or circumstances, is held invalid, the remainder of the ordinances, or the application of the provision to other persons or legal entities or circumstances, shall not be affected.
- D. The unwritten custom law of the Tetlin Tribe shall remain in place and shall not be infringed upon by this Code.

Section 6. Definitions

In all Titles of this Code, the following words and phrases shall have the following meanings unless otherwise specified:

"Adult" means a person who is eighteen (18) years of age or older.

"Child" means a person who is under eighteen (18) years of age.

"Conflict of Interest" for Tribal Council members means that a Council member shall not vote or rule on any matter, including but not limited to employment contracts, project funding, project allocations, or appointments to tribal committees, in which he or she has a personal interest. A personal interest includes involvement of his or her own self, spouse or spouse-like partner, children, or parents.

For Tribal Court Judges, a "conflict of interest" means that a Judge shall excuse his or herself from cases which involve his or her spouse or spouse-like partner, children, or parents. "Conflict of interest" also means that Judges shall excuse themselves from cases in which they are prejudiced and cannot make fair decisions for any other reason.

"Council" means the Tribal Council. "All its members" or "all council members" means the total number of council members holding office.

"Majority vote" means that the outcome of an election is determined by a vote of more than 50% of the total votes cast. Elections shall be determined by a majority vote unless a higher percentage is specifically required by Constitution or by Ordinance.

"May" means that something is permitted. If this word is used it means that the action specified can be done but does not have to be done.

"Personal property" means a person's personal property that can be seen, weighed, measured by the physical senses and is capable of being possessed or owned singly or in part and includes money, goods, and things such as promissory notes but not real estate.

"Property" means real estate property and personal property.

"Real property" means real estate and any interest in land, easements, rights-of-way, leased buildings, permits, licenses and franchises.

"Shall" is mandatory. If this word is used, it means that the action must be done.

"Tribal member" means a person who meets the eligibility requirements for membership in the Tetlin Tribe as defined by the Tetlin IRA Constitution and as clarified by the Tetlin Membership and Enrollment Ordinance.

"Violation" means failing to comply with the rules of a regulated activity and involves conduct inappropriate to an orderly society, but is not a criminal offense and is not punishable by imprisonment. A person charged with a violation of this Code is not entitled to a trial by jury or a right to a public defender.

CHAPTER 2

SOVEREIGN IMMUNITY

OF THE TETLIN TRIBE

Section 1. Waivers of Sovereign Immunity

pg. 6

Section 2. Specification

pg. 6

Section 1. Waivers of Sovereign Immunity

The sovereign immunity of the Tetlin Tribe may only be waived by express resolution of the Tribal Council after a referendum in which the waiver is approved by the affirmative vote of at least 75% of tribal members eligible to vote, except that the Council shall have the authority to waive the Tribe's sovereign immunity without membership approval for the purposes of satisfying the conditions or requirements of federal or state grants or contracts.

Section 2. Specification

- A. Waivers of sovereign immunity shall not be general but must be specific and limited as to duration, grantee, transaction, claims, property and funds of the Tribe subject to waiver, as well as specific to the court having jurisdiction and applicable law. Waivers shall apply only to claims specified in such resolution and permitted by the Tetlin IRA Constitution, Tetlin Ordinances, and federal law.

- B. Waivers of sovereign immunity of the Tribe shall not be considered as consent to levy any judgment, lien or attachment upon property of the Tribe other than property specifically pledged, assigned or otherwise explicitly subject to levy in the

waiver resolution. A waiver which fails to comply with this Ordinance shall be invalid.

CHAPTER 3

ADOPTING, AMENDING AND REPEALING ORDINANCES

Section 1. General Procedure

- A. Proposals to adopt, amend, or repeal ordinances may be proposed to the Tribal Council by a council member or by any member of the Tribe at any regular Council meeting.

- B. After an ordinance proposal is made to the Tribal Council, the Council shall set a time for the proposal to be discussed. The Council shall make the proposal available to the Tribal members and shall post notice of when and where the discussion about the proposal will take place. The notice shall be posted at least 1 week before the meeting in 2 public places in Tetlin.

- C. All meetings in which ordinance proposals are discussed, and/or voted on, shall be open to the tribal membership. Tribal members shall have the opportunity to speak as directed by the Council Chairperson. If an ordinance is adopted or amended, the Council shall make copies available to Tribal members.

- D. Ordinances shall be adopted, amended or repealed by resolution. A majority vote of the full Tribal Council is necessary to adopt, amend or repeal ordinances. Ordinances shall be put to a referendum vote of the Tetlin Tribal members if the Tetlin Constitution or the Tetlin Code so specifies. The Council has the option of calling a referendum vote on ordinance proposals even if it is not specifically called for, if supported by at least 5 Council members. Upon adoption, the ordinance resolution shall be signed and dated by the Chief and Second Chief.

Chapter 4

Ethic Standards for Conduct of Tribal Officials and Representatives

Section 1. Purpose

pg. 9

Section 2. Ethics Guidelines

pg. 9

Section 1. Purpose

The Tetlin Tribal Council members, Tribal Court Judges, and appointed representatives are the governmental leadership of the Tetlin Tribe. As such, these tribal officials and representatives are role-models for the tribal membership. The purpose of this Ordinance is to promote responsible leadership. The following guidelines shall be followed by all tribal officials, employees, and representatives. Tribal officials and representatives who violate these guidelines may be subject to counseling by tribal members, repaying per diem and meeting fees or other reimbursement, and/or removal from office. Removal shall only be considered for habitual and/or the most serious situations, and then only be carried out according to the guidelines of Chapter 5, Section 4 of this Title. In addition the ethic standards set forth in this Ordinance, Tribal employees shall follow the guidelines set for the in the Tetlin Village Standard Operation Procedures.

Section 2. Ethics Guidelines

- A. ALCOHOL AND DRUGS:** Council members, Tribal Court Judges, all persons employed by the Tribe, or Tribal representatives shall not attend any meetings, court sessions, workshops, or training sessions while carrying out the official duties

of tribal office or otherwise representing the Tetlin Tribe while under the influence of alcohol or illegal drugs.

B. TRAVEL: Whenever tribal members are on travel status and performing duties as official representatives of the Tetlin Tribe, they shall maintain high ethical behavior and conduct themselves in such a way that reflects positively on the Tetlin Tribe. Tribal members on approved travel status shall attend all meetings or work sessions relating to the activity they are attending unless they are ill or circumstances exist beyond their control. These circumstances shall be immediately relayed to the Chief or to the Tribal Council Office.

1. TRIP REPORTS: Trip reports shall be made by all persons traveling on per diem and representing Tetlin. Trip reports may be written, or they be orally presented at a Council meeting where minutes are being taken.

C. CONFIDENTIAL INFORMATION: Tribal officials shall not disclose or use confidential information acquired in the course of their official duties to significantly further their personal financial interest. Tribal officials shall not disclose or use confidential information in such a way as to give a vendor or contractor an unfair advantage over other vendors or contractors. Tribal Court Judges and the Tribal Court Clerk shall take an oath of confidentiality as described in Chapter 12, Section 6 of this Code.

D. ECONOMIC BENEFIT: Tribal officials shall not accept bribes for official action. Tribal officials may accept non-monetary gifts or public awards for recognition of service.

E. **NEPOTISM AND FAVORITISM:** Tribal officials shall not exert excessive influence or favoritism to pressure other tribal officials to alter decisions concerning employment or other benefits for their "immediate family members." "Immediate family members" include spouses and spouse-like persons, children, or parents.

CHAPTER 5

TRIBAL COUNCIL STRUCTURE

Section 1. Members and Officers	pg. 12
Section 2. Terms of Office	pg. 14
Section 3. Qualifications for Tribal Council Office	pg. 14
Section 4. Forfeiture, Removal, and Recall	pg. 15
Section 5. Vacancies on the Tribal Council	pg. 16

Section 1. Members and Officers

- A. COUNCIL STRUCTURE:** The Tetlin Tribal Council shall consist of seven tribal members and shall be elected by a majority of the voters as provided by Title 1, Chapter 7 of this Code. All members of the Council shall have the right to vote except in cases of conflict of interest as defined in Title 1, Chapter 1, Section 6 of this Code.
- B. COUNCIL OFFICERS:** The officers of the Tribal Council shall be the Chief, Second Chief, Secretary/Treasurer, and First Council person. Officers of the Tribal Council shall serve four year terms, provided that the First Council person shall be the highest vote receiver outside of the Chief and Second Chief. The Chief shall be directly elected by the tribal members and in the event of a vacancy of that position, a special election shall be held. The Second Chief and Secretary/Treasurer shall be appointed by the Council. In the event of a vacancy of those positions, the Council shall reappoint those positions. The First Council person is the person receiving the highest number of votes in the tribal election and who is not the First or Second Chief.

C. **DUTIES OF OFFICERS:** The duties of the officers shall be as follows:

1. **CHIEF** - The Chief shall preside over meetings of the Council and of the Tribe. The Chief shall provide general supervision for the affairs of the Tribal Council. The Chief shall sign, with either the Second Chief or Secretary/Treasurer, all contracts, leases and other documents approved by a quorum of the Council. When the Council is not in session, he or she shall be the official representative of the Tribe.

EXECUTIVE ORDER : Under emergency situations involving the health and safety of the Tribe, the Chief may issue an Executive Order which has full force and effect of a tribal ordinance. Such emergency Executive Orders shall state the nature of the emergency and shall only be in effect until a quorum of the full Tribal Council can be established to approve or reject the Order, but in no case be effective longer than 30 days.

2. **SECOND CHIEF** - The Second Chief shall assist the Chief when called upon to do so. In the absence of the Chief, the duties and authority of the Second Chief shall be the same as those of the Chief.
3. **SECRETARY/TREASURER** - The Secretary/Treasurer shall take or delegate the taking of minutes off all meetings. The Secretary/Treasurer shall issue or delegate the duty of issuing notices of all meetings and elections. The Secretary/Treasurer shall carry out the financial directives of the Council, receive all monies and keep accurate account of the receipts

and disbursements, except when these duties are otherwise delegated by the Council. The Secretary/Treasurer shall give a financial report as requested by the Council. The Secretary/Treasurer may assume the duties and responsibilities of the Tribal Court Clerk unless another person is so designated. Upon vacating his or her office, the Secretary/Treasurer shall turn over all the records and papers in his or her possession to his or her successor or to the Council.

4. **FIRST COUNCIL** - The First Council shall be third in line to assume the role of the Chief and Second Chief, however, the First Council shall not have the authority to make executive orders as described in this Section.

Section 2. Terms of Office

- A. Council members shall serve for four year terms. Records of the Council members and the terms they are serving shall be kept in Council files.

Section 3. Qualifications for Tribal Council Office

- A. To be eligible for Tribal Council office, candidates must be tribal members who are lineal descendants of base roll tribal members, 18 years of age or older, have no felony records involving crimes of murder, manslaughter, or sexual assault, and physically reside in Tetlin at least one year prior to the election. Exceptions for physical residency include temporary circumstances such as seasonal employment, education and training outside Tetlin, or prolonged illness.

Section 4. Forfeiture, Removal, and Recall

- A. **FORFEITURE:** Any member of the Tribal Council who submits a written resignation, or is convicted of a felony while in office shall automatically forfeit his or her office. When sufficient notice has been provided for meetings, a Council member may be requested to forfeit their position if he or she is absent from three successive regular meetings of the Tribal Council without being excused by the Council. A written warning must be given to the Council member before their seat is forfeited for missing meetings, and an opportunity to become an active Council member again be provided.
- B. **REMOVAL:** Any member of the Tribal Council found guilty by the Tribal Council of neglect of duty, gross misconduct, and offense involving dishonesty, or in serious violation of the Tetlin ethics standards for Tribal officials may be removed from office by the Tribal Council. A minimum of five Tribal Council members must vote in favor of the removal. A Council member subject to removal shall first be given 10 days written notice of the charges against him or her and be given an opportunity to answer any such charges before the Tribal Council votes on the removal. If the person subject to removal fails to appear before the Council, the Council shall proceed with the vote as scheduled. No member of the Tribal Council shall preside over the meeting at which his or her removal is being considered.
- C. **RECALL:** Any member of the Tribal Council may be recalled by the tribal voters through a petition and election process. A valid petition requesting such recall, must be signed by at least 30% of the eligible voters residing in Tetlin, and shall be presented to the Tribal Council. The Tribal Council shall call a special election to consider the recall of the named Tribal Council member within 60 days upon

receiving the petition. If the majority of the total number of eligible voters residing in Tetlin vote in favor of the recall, the official shall be removed. No official may be subjected to recall proceedings more than once in the course of his or her term for the same incident. If the Council fails to call a special election to consider the recall, the tribal membership may hold a tribal membership meeting to conduct such business, and a majority of the total number of eligible voters residing in Tetlin must vote in favor of the recall for it to take effect. It shall not be necessary to circulate a separate petition calling for the membership meeting, however, notice shall be posted at least 30 days prior to such a meeting.

Section 5. Vacancies on the Tribal Council

- A. The Council shall declare a Council seat vacant when a seat is forfeited, or when a Council member is removed, recalled, or fails to qualify as a tribal member. Except for the position of Chief, appointed council members shall fill tribal Council vacancies for the unexpired portion of the seats being filled.

- B. If the position of Chief of the Tribal Council becomes vacant, a special election shall be held to fill the position. The newly elected Chief shall serve the unexpired portion of the term of the Chief that he or she replaces.

CHAPTER 6

MEETINGS

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Section 1. Regular Meetings of the Tribal Council

Regular meetings of the Council shall be held monthly: the time, place and date to be designated by the Council. Notice of meetings shall be posted prior to meetings. All regular meetings shall be open to the general membership.

Section 2. Special Meetings

The Council or the Chief may call a special meeting upon giving at least twenty-four (24) hours notice to tribal members. Notice shall be posted prior to special meetings.

Section 3. Emergency Meetings

The Council may meet for an emergency meeting without notice when emergency circumstances warrant such a meeting. Executive Orders may be issued in such emergency meetings, as described under the duties of Chief in Title 1, Chapter 5, Section 1.

Section 4. Executive Session

The Tribal Council may move to meet in a closed executive session during regular, special or emergency meetings of the Tribal Council when the subject matter concerns child welfare, personnel, litigation and other matters made confidential by tribal ordinance. The Council shall state the general reason for going into executive session.

Section 5. Tribal Membership Meetings

A general Tribal membership meeting shall be held once a year as required under the Tetlin IRA Constitution and By-Laws. Additionally, tribal membership meetings may be called by the Chief or by a minimum of 5 Council members. A tribal membership meeting shall also be held upon petition signed by at least thirty percent (30%) of the adult tribal members residing in Tetlin. Notice shall be posted in at least two (2) public places, thirty days (30) prior to tribal membership meetings. A quorum of a tribal membership meeting shall be thirty percent (30%) of the adult tribal members residing in Tetlin, unless otherwise provided for in this Code.

CHAPTER 7

ELECTIONS

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Section 1. General Guidelines for Elections

- A. All elections shall be conducted by secret balloting.

- B. The outcome of elections shall be determined by a simple majority (greater than 50%) of eligible voters casting their votes during the election unless otherwise provided by the Tetlin IRA Constitution or by ordinance.

Section 2. Election Committee

- A. There shall be an election committee consisting of three (3) adults appointed by the Council prior to tribal elections. The duties of the election committee shall be to supervise, administer, and conduct all tribal elections. In the event of election disputes, the determination of the election committee shall be final and may not be reviewed by the Tetlin Tribal Council or Court.

- B. For elections for tribal council positions, no member of the election committee shall at the same time be a member of the Council or Tribal Court, or be a candidate for a position on the Council or Tribal Court.

Section 3. Voter Qualifications

- A. Tetlin tribal members 18 years and older and who physically reside in Tetlin at least one year immediately prior to elections shall be eligible to vote in tribal elections. Qualified voters must be physically present to vote in tribal official elections. Exceptions to the one year residency are absence from the village for temporary employment, schooling or other training, military service, or extended illness. In no cases, however, shall absentee ballots be used.

Section 4. Election of Tribal Officials by Meeting

- A. Tribal officials shall be elected at an open meeting of the tribal membership at which a quorum of 30% of the eligible voters residing in Tetlin has been established.
- B. The Tribal Council shall determine the date, time, and place of the election. If The Council fails to call such election, the tribal membership may call the election by circulating a petition calling for a membership meeting to conduct such business, on which at least 30% of the eligible voters residing in Tetlin sign and then holding a membership meeting as described in Title 1, Chapter 6, Section 5.
- C. The results of elections shall be determined by a simple majority of ballots cast at the meeting.

Section 5. Nominations

- A. Any qualified tribal member who desires to seek tribal office may request to the Tribal Council or Election Committee that their name be placed on the ballot prior to the meeting. They must be present at the election unless they have presented the Council or election committee with a valid excuse for not being at the meeting.

- B. Additionally, nominations for tribal office may be made at the tribal election meeting. Persons nominated at the meeting must be present to accept or reject the nomination unless they have presented the Council or election committee with a valid excuse for not being at the meeting.

Section 6. Special Elections

The Council may call a special election upon giving at least a thirty day notice to Tribal voters.

CHAPTER 8

POPULAR PARTICIPATION IN GOVERNMENT

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Section 1. Initiative

The eligible voters of the Tetlin Tribe shall have the right to propose amend and repeal ordinances and resolutions not inconsistent with applicable tribal and federal law, through a valid petition signed by at least thirty percent (30%) of the adult tribal members residing in Tetlin. Such petitions shall be submitted to the Tribal Council. The Council shall call an election to be conducted by the Election Committee no later than sixty (60) days after receipt of the petition. If the Council fails to act on the petition, the ordinance or resolution proposal may be brought before a tribal membership meeting called under the terms of Title 1, Chapter 6, Section 5. An affirmative vote by a majority of the Tribe's eligible voters where a quorum has been established shall be required to adopt, amend or repeal such ordinance or resolution proposals.

Section 2. Referendum

The Council, by an affirmative vote of at least five of its members, may refer issues to the tribal membership in a tribal election. Such an election shall be conducted by the Election Committee within sixty days of such Council decision. An affirmative vote by a majority of the Tribe's eligible voters shall be required to determine the Tribe's position on the issue submitted to a vote.

Section 3. Initiative and Referendum Decisions

The decision of the tribal voters in both initiative and referendum elections shall be binding on the Council and the Tribe and shall remain in full force until amended or rescinded by subsequent action of the voters or expires by its own terms.

CHAPTER 9

RIGHTS OF MEMBERS

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Section 1. Access to Tribal Records

Tribal members shall have the right to review all tribal records, including financial records, during tribal office hours in accordance with procedures established by the Tribal Council except in child welfare cases, litigation, personnel, enrollment records or other confidential records as defined by tribal ordinance.

Section 2. Open Tribal Council Meetings

Tribal members have the right to be present at all Council meetings except during executive session of the Council.

Section 3. Civil Rights

The Tetlin Tribe shall provide all persons within its jurisdiction the rights guaranteed by the Indian Civil Rights Act of 1968, as amended. In summary, the Tribal government shall:

1. Not prohibit the free exercise of speech, press, religion, or rights of the people to assemble peacefully or file grievances against the tribal government.

2. Not allow unreasonable search and seizure or issue search warrants without probable cause.
3. Not try anyone for the same offense twice.
4. Not make any person testify against himself in a criminal matter.
5. Not take private property for public use without paying the owner the fair market value.
6. Not deny a person the right to a speedy public trial. A speedy trial is generally assumed to be a trial within 90 days or less. The accused person must be informed of the nature of the offense he is accused of, told about the witnesses against him, be allowed to have witnesses testify and be allowed a lawyer at his own expense.
7. Not impose excessive bail or fines, nor impose cruel or unusual punishments. The Tribal Court cannot impose a penalty greater than \$5,000 or one year in jail, or both for any one offense.
8. Give all persons equal protection under tribal laws.
9. Not pronounce anyone guilty of a crime or civil violation without a fair trial. The Council shall not pass an ordinance and charge a person with a violation of that ordinance or change penalties, after an incident (Ex Post Facto).

10. Provide anyone accused of an offense punishable by jail time the right to a trial by jury of no less than six persons.

CHAPTER 10

MEMBERSHIP AND ENROLLMENT

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Attachments: Membership and Enrollment Forms

Section 1. General Provisions

This Ordinance is intended to govern the membership requirements and enrollment procedures of the Tetlin Tribe. The basic requirements for tribal membership are outlined in Article II of the Tetlin IRA Constitution. However, although a list of petitioners for an IRA election was made, the list of Native residents discussed in Section 1 was never developed as a base roll by the Secretary of the Interior. The Tetlin IRA Tribal Council, therefore, adopts the original IRA petition as the base roll for the Tetlin tribe. This Tetlin Membership and Enrollment Ordinance may only be repealed or amended by a

referendum vote to the tribal membership as described in Section 14 of this Ordinance. The Tribal Council may coordinate with other entities in the development of a tribal membership roll. Such entities are bound to the confidentiality provisions of this Ordinance and procedures as directed by the Council.

Section 2. Authority

The Tetlin IRA Tribal Council shall have the authority to approve applicants who are lineal descendants of base roll members and the authority to disenroll members as described under the circumstances outlined in Section 12 of this Ordinance. The power to adopt new Native tribal members shall be reserved to the tribe as described in Section 3 of this Ordinance. Disenrollment of tribal members shall only apply under the circumstances outlined in Section 12 of this Ordinance. Appeals of the Council's decisions concerning tribal membership for lineal descendants or disenrolled members may be made according to the provisions of Section 9 of this Ordinance. There shall be no appeals process for new Natives who are not lineal descendants of base roll members.

Section 3. Membership Requirements

A. **Base Roll:** Article II of the Tetlin IRA Constitution outlines the basic membership requirements for the Tetlin Tribe. However, although a list of petitioners for the original IRA election was made, the base roll described in Section 1 of that Article, *First Members*, was never developed as planned. Therefore, the Tetlin IRA Tribal Council adopts the original IRA petition as the base roll of the Tetlin Tribe whose names include:

Andrew David	Lena David	Kitty David
Paul Joe	Alfred John	Joe John
Titus Paul	Titus David	Jessie John
Alfred Adams	Jessie David	Chief Luke
Agnes Paul	Martha David	Mrs. Lucy Adams
Jessie Mark	Jimmy Joe	Ada Paul
Lillian Singleton	Eva Joe	Little John
Ada David	Peter Joe	Last Tetlin Paul
Big John	Jimmy Joe	Ellen Paul
Mrs. Big John	Old Albert	Rachel David
Tabessa John	Greta Albert	David Mark
	Lucy David	

B. Lineal Descendants: Lineal descendants of the base roll members shall automatically be eligible for membership in the Tetlin Tribe, provided that lineal descendants over 18 who are enrolled to another tribe must relinquish that membership in order to be eligible for enrollment in the Tetlin Tribe.

C. Children of Members: Children of members include both biological and adopted Native children under tribal or state law. Parents and guardians may not relinquish tribal eligibility or disenroll their minor children from the Tetlin Tribe. Minor children shall either be formally enrolled into the Tetlin Tribe or be members in the Tetlin Tribe by virtue of their eligibility until they reach 18 regardless of whether or not the parents or guardians enroll them into another tribe. Children who have not been formally enrolled to the Tetlin Tribe and wish to be formally enrolled, may apply upon reaching 18.

D. Adoption of New Natives: New Native persons may be adopted into the Tetlin Tribe. However, their membership is relinquished if they move out of the Village, their

children are not automatically eligible for membership in the Tetlin Tribe unless the other parent is a lineal descendant of a base roll member, and they are not entitled to receive dividends off revenues derived from tribal lands. The authority to adopt new Natives into the Tribe lies in the tribal membership and shall be put before the eligible voters of the Tribe. An affirmative vote of at least 30% of the eligible tribal voters shall be required to adopt new Natives.

New Native persons who move into Tetlin and are not on the Tetlin base membership roll or who are not lineal descendants of a base roll member must meet the following criteria in order to apply for membership into the Tetlin Tribe:

1. Be Alaska Native, and
2. Live in the Village of Tetlin at least 10 years before applying

Adoption of such Native persons shall not be automatic but up to the discretion of the Tetlin tribal voters.

Section 4. Dual Enrollment

Dual enrollment is not permitted except for minor children under 18 years of age.

Section 5. Annual Contact

Tribal members over the age of 18 and who are not residents of Tetlin shall maintain annual contact with the Tetlin IRA tribal council office. Spouses may make contact on behalf of their spouses. Annual contact shall be made by writing to the Tetlin tribal office and delivered in person or sent by certified mail. The Tetlin IRA Tribal Council shall maintain records of annual contact in the Council files.

Section 6. Confidentiality

A. **Secured records:** All enrollment records are confidential and shall be kept in a secured area and only be accessed by the Tetlin Tribal Council except that a list of members' names may be made available to tribal members or other parties upon approval by the Council.

B. **Special confidentiality arrangements:** Special confidentiality arrangements may be made for individual tribal members at their request and upon approval by at least 6 affirmative votes of the Tetlin IRA Tribal Council. Third parties used to verify records in these cases shall be specifically approved by the Council.

Section 7. Enrollment Procedures

A. **Application for enrollment:** Applications forms shall be made available at the Tetlin Tribal Council office. Persons wishing to apply for enrollment in the Tetlin Tribe shall submit an application to the Tetlin Tribal Council. The Council shall mail applications upon request by certified mail with restricted delivery.

B. **Reviewing applications:** Applications shall be reviewed for accuracy and completeness by the Tetlin Council. If an application is incomplete, the Council shall contact the applicant for additional information or documentation for determining eligibility. It is the applicant's responsibility to provide evidence of eligibility in the Tetlin Tribe. In general, acceptable documents demonstrating proof of eligibility include certified copies of birth certificates, baptismal records, paternity affidavits, adoption records, and affidavits from family members. The preferred documents for proof of eligibility are certified copies of birth certificates,

however, other documents listed may be used depending on individual circumstances. Applications may be deferred when there is a question of eligibility and shall not be considered denied.

- C. **Approval, disapproval, and deferring applications for lineal descendants of base roll members:** After applications have gone through the review process, the Council may approve, disapprove, or defer applications for persons who claim to be lineal descendants of base roll members. All council meetings at which enrollment decisions are being made shall be open to the tribal membership and any tribal member who wishes to speak shall be given an opportunity to do so. Persons who want to appeal may do so under the procedure outlined in Section 9 of this Ordinance.
- D. **Approval, disapproval, and deferring applications for new Natives who are not lineal descendants of base roll members:** A tribal membership meeting shall be held under the terms of Title 1, Chapter 6, Section 5, for approval, disapproval, or deferral of all applications for Alaska Natives who are not lineal descendants of base roll members. There shall be no appeals process for decisions made through this procedure.
-
- D. **Notification:** Applicants shall be notified within 60 days of approvals and disapprovals by the Council. Notification to applicants who are disapproved shall be made in writing through certified mail or presented in person and filing a "Statement of Service" form. Notice of disapproval shall include the reason why the applicant was disapproved and information about the appeals process.

Section 8. Representatives of Minors, Handicapped, and Mentally Incompetent Persons

Minor children, handicapped persons, and mentally incompetent persons may be represented by parents, legal guardians, or other adult tribal members as recognized by the Tetlin Tribal Council.

- A. Parents or legal guardians may submit applications for their minor children and sign tribal enrollment cards on their behalf.
- B. Responsible adult tribal members may submit applications and sign tribal enrollment cards on behalf of handicapped and mentally incompetent persons.
- C. All mailings, notifications and appearances on behalf of applicants shall be directed to the representatives of minor children, handicapped, and mentally incompetent persons.

Section 9. Appeals Process - Appeals Committee

Persons who claim to be lineal descendants of base roll members and who have been disapproved or disenrolled may appeal the decision to an appeals committee established for this purpose. The committee shall be composed of 7 adult resident tribal members whose names have been randomly picked from a tribal roster of resident tribal members. prior to randomly selecting the 7 committee members, council members and the parents and children of the person making the appeal shall be deleted from the roster and shall not be permitted to serve on such a committee. The decision of the appeals committee shall be final unless the appeals committee violates the fundamental requirements that a tribal member be Native or that dual enrollment for tribal members over 18 is prohibited.

Section 10. Maintaining the Tribal Membership Roll

A. **Information on the roll:** The following information about approved tribal members shall be recorded on the Tetlin tribal membership roll: 1. Name in alphabetical order by last name first, followed by first name and middle name; 2. Gender; 3. Date of birth; 4. Resolution number of the resolution approving membership; 5. Date of enrollment; 6. Mailing address; and 7. Native blood degree if the applicant wishes this information to be on the membership roll. Other information may be recorded in a remarks column.

B. **Information changes:** Tribal members or his or her representatives shall be responsible for informing the Tribal Council of name, address, or other changes affecting the membership roll.

C. **Updating the membership roll:** The Tetlin Tribal Membership roll shall be kept updated by the Tribal Council or by a person as designated by the Council.

Section 11. Relinquishment of Tribal Membership

A tribal member may voluntarily give up his or her membership in the Tetlin Tribe, provided that parents or guardians may not give up membership for their minor children. Forms for relinquishment shall be provided by the Tetlin Council. The form shall be completed, signed, notarized and submitted to the Tetlin IRA Tribal Council.

Section 12. Disenrollment

By affirmative vote of at least 6 Tetlin Tribal Council members, the Council shall have the right to remove persons from the tribal roll and revoke the privileges of membership under the following conditions:

- A. An applicant falsifies information on the enrollment application in order to be eligible for enrollment; or
- B. A member is permanently banished by the Tetlin Tribal Court from Tetlin because of danger to the safety of village residents; or
- C. If a person is on the tribal roll but does not meet eligibility requirements established in the Tetlin IRA Constitution, or
- D. If a person over 18 who is a lineal descendent of a base roll member, fails to maintain annual contact with the Tribe as outlined in Section 5 of this Ordinance. Prior to disenrolling a person under this provision, the Council shall make a reasonable attempt to contact the person and allow them an opportunity to reestablish contact with the Tribe. The Council shall send 2 notices to last known address of the person. The first mailing shall be by regular mail and the second mailing shall be by certified mail, restricted delivery. The person shall have 60 days from receipt of the notice to contact the tribal council office.
- E. New Natives who are adopted into the Tetlin Tribe shall be disenrolled if they move out of the village.

Appeals concerning disenrollment decisions may be made under the provisions of Section 9 of this Ordinance.

Section 13. Amendments to the Tetlin Tribal Membership and Enrollment Ordinance

Repeal of or amendments to this Tetlin Tribal Membership and Enrollment Ordinance may only be made by an affirmative vote of at least 75% of the resident tribal membership.

CHAPTER 11

COOPERATIVE AGREEMENTS

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Section 1. Intertribal Agreements

The Tribal Council shall have the power, not inconsistent with the Tetlin IRA Constitution and ordinances, to enter into intertribal agreements for the benefit of the tribal members.

Section 2. State and Federal Agreements

The Tribal Council shall have the power not inconsistent with the Tetlin IRA Constitution and ordinances, to enter into any agreement with the State of Alaska or the United States federal government for the benefit of the tribal members.

Section 3. Representation of Tetlin by State and Federal Agencies or any Other Entity

All entities who represent the interests of the Tetlin Tribe shall consult with and coordinate with the Tetlin Tribal Council. No entity shall receive funding on behalf of the interests of the Tetlin Tribe without the permission of the Tetlin Tribal Council.

CHAPTER 12

TRIBAL COURT STRUCTURE

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Section 1. Purpose

The purpose of the Tetlin Tribal Court is to help solve problems locally through the application of unwritten Tetlin cultural traditions and written tribal ordinances. This Ordinance outlines the structure of the Tetlin Tribal Court.

Section 2. Authority

Traditionally, laws and customs of the Tetlin Tribe were enforced without outside intervention. The governing body of the Tetlin Tribe has the authority to operate a Tribal Court by its inherent sovereignty as a Native tribe and under Article 4 of the Tetlin IRA Constitution.

Section 3. Jurisdiction

- A. **Subject Matter Jurisdiction:** The Court may hear and decide all cases concerning all subjects of civil law that fall under the Tetlin Tribal Code and traditional custom. Such subjects include, but are not limited to, tribal government operation issues, law and order issues, family law, and regulation of activities in Tetlin's Indian Country. The tribal Court shall also have jurisdiction over matters allowed under federal, state, and tribal law that federal or state courts may also have lawful jurisdiction over. In those matters, the jurisdiction of the Tribal Court shall be concurrent.

- B. **Territorial Jurisdiction:** The Court's territorial jurisdiction shall be the lands described in Title 1, Chapter 1, Section 4 of the Tetlin Code of Ordinances.
- C. **Personal Jurisdiction within Tetlin's Indian country:** The Court shall have jurisdiction over the following people in Tetlin's Indian country:
1. Enrolled members and persons eligible for membership in the Tetlin Tribe; and
 2. Any other persons residing within or traveling through the territorial jurisdiction of the Court; and
 3. Any person consenting to the jurisdiction of the Court.
- D. **Personal Jurisdiction outside of Tetlin's Indian country:** The Court shall have jurisdiction over all tribal members or persons eligible for tribal membership in the subject matter of domestic relations.

Section 4. Tribal Court Judges

Structure: The Tetlin Tribal Court shall consist of three Judges. The Chief, Second Chief, and First Council shall serve as the Tetlin Tribal Court, unless those persons have a conflict of interest. In that event, other members of the Tetlin Tribal Council shall serve as Judges as selected by a random drawing.

Quorum: A quorum of no less than three Judges shall be necessary to hear a case.

Presiding Judge: The role of the Presiding Judge shall be to keep an orderly process in the Tetlin Tribal Court. The First Chief of the Tribal Council shall be the Presiding Judge of the Tetlin Tribal Court. The Second Chief of the Council

shall serve as the alternate Presiding Judge. In the event that both of these persons have a conflict of interest, the three Judges shall decide among themselves who shall be the presiding Judge.

Conflict of Interest: Judges of the Tetlin Tribal Court shall remove themselves from hearing a case involving their parents, children, or spouses, and from any cases in which they have any direct personal financial interest.

Decisions by Judges: The Judges of the Tetlin Tribal Court shall reach decisions through consensus when possible, and through a majority vote when consensus is not possible.

Advisors: The Judges may confer with Elders, Council members, or other appropriate consultants during hearings, and may call upon the Tetlin Elders to give written answers to questions put to them, to be kept for future generations.

Section 5. Court Clerk

The Tribal Council shall appoint the Tribal Court Clerk.

Section 6. Oath of Confidentiality

Tribal Court Judges and the Tribal Court Clerk shall take the following oath of confidentiality upon taking office:

"I _____, do solemnly swear and affirm that I will not discuss any confidential matters outside the Tetlin Tribal Court. I understand that these confidential matters include cases involving minor children, cases that are unresolved, enrollment records, and other matters made confidential by the Tetlin Tribal Council or Tribal Court."

Violators of this oath are subject to removal under Title 1, Chapter 5, Section 3 of this Code.

CHAPTER 13

TRIBAL COURT PROCEDURES

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Attachments: Tribal Court Forms

Section 1. Purpose

The purpose of this Tribal Court Procedures Ordinance is to provide a fair and equitable process for the operation of the Tetlin Tribal Court.

Section 2. Definitions

The following words and phrases, whenever used in this Chapter, shall have the following meanings:

"Banishment" means sending a person out of the territorial jurisdiction of the Tribe for a period of time or permanently.

"Clerk" means the person who is designated the Clerk of the Tribal Court.

"Defendant" means the person who a Complaint was filed against.

"Parties" means the Plaintiff(s) and Defendant(s) listed in a Complaint and the Petitioner(s) and Respondent(s) listed in a Petition to use the Tribal Court, as well as those people named in Title 3, Chapter 1, Section 4 ("Parties").

"Plaintiff" means the person or party who files a Complaint or who requests a settlement of a dispute in the Tetlin Tribal Court.

"Plea" means a statement of guilt, innocence, or no contest.

"Respondent" means the person involved in a dispute brought before the Court by a Petitioner.

"Restitution" means compensating a person who has been in some way damaged or injured, by paying money or performing services to compensate for damage or injury. This includes, but is not limited to payment of medical bills or other bills, repair of property, or replacement of property.

"Violation" means failing to comply with the rules of a regulated activity and involves conduct inappropriate to an orderly society, but is not a criminal offense and is not punishable by imprisonment. A person charged with a violation is not entitled to a trial by jury or a right to a public defender.

Section 3. Sentencing: Options for Orders in Cases of Violations

Unless the Tetlin Tribal Code sets a specific penalty for a particular offense, the Tetlin Tribal Court Judges, either by themselves or through a sentencing circle format, shall determine the specific Orders for a particular case from the following options:

- A. FINES:** The fines that the Court may order for violation of a Tribal ordinance shall not exceed \$5,000 or equivalent work sentence. The Court shall order equal fines for equal violations. Fines shall increase for successive violations of the same ordinance by the same person. The Court may garnish wages, permanent fund or dividend checks, general assistance, or confiscate property in the case of unpaid fines.

- B. COMMUNITY WORK:** Work sentences may include, but are not limited to, cutting wood for needy people or the community center, hauling water for needy people or the community center, working in the school, building maintenance or repair, hauling and pumping fuel, and cleaning up trash in the Village of Tetlin. The work sentences shall benefit the needy, the village residents as a whole, the elders, the victim of an offense, or the youth. Tribal Court judges shall not order work sentences that only benefit themselves personally or other tribal government officials. Work sentences shall be completed within 30 days unless otherwise directed by the Court.

Community work shall contribute \$5.00 per hour towards fines ordered by the Tetlin Tribal Court. Persons have the option of work sentences instead of paying a fine only if the Court specifically permits it. The Tetlin Tribal Court shall have the

option of working with other villages if a person moves to such villages from Tetlin prior to completing a work sentence.

- C. BANISHMENT:** An Order of permanent or temporary banishment shall only be used to protect the Village and/or Village residents from harm. Before banishments may be ordered, the person shall be given a Citation and a Notice to Appear in Tribal Court. A hearing shall be held that provides the person an opportunity to speak either in person or telephonically. The Tetlin Tribal Court shall notify the surrounding villages when banishment orders are made.
- D. DRUG AND ALCOHOL TREATMENT AND OTHER COUNSELING:** The Tribal Court has the authority to order drug and alcohol treatment, and other personal counseling as a sentence or as part of a sentence. The Tribal Court shall consider the cost to the person and possible waiting periods for getting in to treatment in ordering such treatment.
- E. RESTITUTION:** The Tribal Court has the authority to order the defendant to pay restitution to his or her victims. Such payment shall go through the Tetlin Tribal Court Clerk.
- F. CONFISCATING PERSONAL PROPERTY:** The Tribal Court may seize a person's personal property if that person is found in contempt of court by the Tetlin Tribal Court, for not doing what the Tetlin Court has ordered. The property shall remain confiscated and under the care of the Tribal Council until the person complies with the Court Order to the satisfaction of the Tetlin Tribal Court. If the person does not comply with the Court Order within a reasonable length of time, the Tetlin Tribal Court may sell the confiscated property after providing notice of the proposed sale to the person.

- G. **COUNSELING BY JUDGES:** The Judges of the Tetlin Tribal Court may counsel persons brought before it in a helpful spirit.

- H. **TRADITIONAL ACTIVITIES:** The Tetlin Tribal Court may order a person found in violation of an ordinance to participate in traditional activities such as fish camps, trapping, hunting, spirit camps, and other tribally sponsored or approved traditional activities.

Section 4. Search Warrants

- A. **APPLICATION FOR SEARCH WARRANTS:** In order to do searches of people, houses, cars, or other property, the Village Public Safety Officer (VPSO) or other person designated by the Court to conduct searches, must fill out an Application for Search Warrant. The application shall state why he or she believes a search is needed and must state the name of the person who saw an illegal activity or item if it is the basis for reason to believe that a search is needed. The person applying for the search warrant shall swear that the statements in the application are true.

- B. **ISSUING A SEARCH WARRANT:** Three Judges shall be required to approve search warrants unless there is probable cause that evidence may be imminently destroyed. In that case, the Chief or Second Chief may alone approve a search warrant. Search warrants may be issued by the Chief, the Second Chief, or First Council for searches within Tetlin's Indian country, either in person or by a telephonically authorized written application. The Judge must be convinced that the person applying for the search warrant has "probable cause," meaning the existence of circumstances which would lead a reasonable person to believe that an offense was or is being committed. Suspicion or belief, unsupported by any

facts, is not sufficient. Search warrants shall specifically state where the search may be done and what items are to be looked for. The search warrant shall also specifically state when the warrant expires, and whether or not the search may take place at night.

Section 5. Contempt of Court

Persons who fail to fully comply with an Order of the Tetlin Tribal Court, or who fail to pay a fine or otherwise carry out or comply with a sentence imposed on them by the Tribal Court shall be guilty of contempt of court. Penalty for contempt shall be \$50 for the first offense, and confiscation of property for subsequent offenses.

Section 6. Summons to Testify

The Tetlin Tribal Court may summons witnesses to testify at the hearings by issuing a Summons to Testify. Witnesses may testify in person or telephonically. Any travel or telephone costs associated with the testimony of witnesses summonsed by the Court shall be paid by the Tetlin tribal government.

Section 7. Evidence

- A. SUBPOENAS:** The Tetlin Tribal Court may subpoena evidence to be brought before the Court by issuing a Subpoena.

- B. AFFIDAVITS:** The Tetlin Tribal Court may accept sworn Affidavits as evidence in cases if the witness is not available to testify.

Section 8. Bringing Cases to Tribal Court

All cases brought before the Tetlin Tribal Court shall begin in one of two ways:

- A. COMPLAINTS - Violation of Ordinances:** A case involving violation of Tetlin Tribal ordinances is started by filing a written Complaint with the Clerk of the Tribal Court. The Complaint may be filed by the VPSO, or by another person or persons designated by the Tribal Council, or by a person who witnessed the violation. Either before or as soon as possible after the Complaint is filed with the Clerk, a copy of the Complaint shall be given or mailed to the person who is being held responsible for the violation of the ordinance by the VPSO or by another designated person. If the Complaint is personally delivered, a proof of service shall be filed with the Court. If the Complaint is mailed, it must be done by certified mail and a proof of service filed. The person who is being held responsible for the violation of the ordinance shall be called the "Defendant." The Tetlin Tribal Council shall be the "Plaintiff."
- B. PETITION TO USE TRIBAL COURT - Other Matters:** All cases other than those involving a violation of tribal ordinances shall be started by filing a Petition to use the Tribal Court by persons who wish to use the Tribal Court for some specific reason. The person filing the Petition shall be called the "Petitioner." The Petitioner shall briefly state the reason why he or she wants to use the Tribal Court.

The Tribal Court may charge fees to use the Tribal Court in these cases. Fees shall be charged equally for similar types of cases.

If the Petitioner wants the Court to resolve a dispute or problem involving some other entity or person, that entity or person shall be called the "Respondent." A copy of the Petition shall be given to each Respondent by the Tribal Court Clerk or by some other person designated by the Court. A proof of service shall be filed with the Court.

- C. **PROOF OF SERVICE:** Proof that a Defendant or Respondent was given a Complaint or Petition, and a Notice to Appear in Tribal Court shall be made by filing of a Statement of Mailing with a return receipt attached, a Statement of Personal Service, or if allowed by the Court after a party requests it, an Affidavit of Publication. Costs involved in serving these papers shall be paid by a Petitioner in cases beginning with a Petition to use the Tribal Court, and by the Tetlin Tribal Government in cases beginning with a Complaint.

Section 9. Hearings

All persons testifying in the Tetlin Tribal Court shall first swear that they will tell the truth, the whole truth, and nothing but the truth. If the Court has proof that a person violated this oath, the Court may hold the person in Contempt of Court.

A. HEARINGS WHEN A CASE INVOLVES A COMPLAINT:

Time Frames and Pleas: When a Complaint has been filed against a Defendant charging that he or she violated a tribal ordinance, a hearing shall be held within 60 days after notice has been given to the Defendant unless the Court determines there is good reason to have the hearing at a later time. At this hearing, the Presiding Judge shall open the hearing and shall read the Complaint into the record. The Presiding Judge shall make

sure the Defendant understands the pleas and may read them to the Defendant in Court on the record. If the Defendant needs an interpreter to understand the proceeding, the Court shall provide him or her one. The Defendant shall say what his or her plea is. If the Defendant pleads guilty or no contest, the Court may either sentence the person or set a date for sentencing. If the Defendant pleads not guilty, the hearing shall be held at this time unless the Court finds good reason to delay.

Witnesses: The VPSO or other spokesperson for the Plaintiff shall make a statement to the Court and shall present any other evidence or witnesses to the Court. The Defendant shall have an opportunity to make a statement to the court and may present other witnesses and evidence to the Court at his or her own expense. Each party shall be entitled to cross-examine the other parties' witnesses. Judges may question all parties and witnesses.

Failure to show for a hearing: If a Defendant has been served with a Complaint and has been notified about the hearing but fails to show up at the hearing, the Tetlin Tribal Court may proceed to hold the hearing and make a decision in the absence of the person, or the Court may set another hearing date.

Juveniles: In cases involving minor children, verbal or written notification may be given to the child of an upcoming hearing and written notification given to parents or guardians. The Tetlin Tribal Court may request a parent or guardian to be present at their child's hearing, or, the Court may request parents or guardians to leave a hearing. The Court may appoint a spokesperson for a minor child.

Decision Making and Sentencing: The Judges may ask everyone to leave while they consider the case and evidence presented. The Court

may then call the hearing back to order to give their decision which shall either be by consensus or by a two to one majority vote, or, the Court may recess and reconvene at a later time to tell the parties of their decision. If the Defendant is found guilty, the Court may either sentence the person immediately or set another hearing to sentence the person. All decisions of the Tribal Court shall be written on Order forms.

B. HEARINGS WHEN A CASE IS INVOLVES A PETITION TO USE THE TRIBAL COURT:

Disputes: A hearing shall be set by the Court when a Petitioner requests the Tribal Court to settle a dispute through filing a Petition to use the Tribal Court. The hearing shall be held no more than 60 days after the Respondent was served with the Petition, unless the Court determines there is a good reason to have a hearing at a later time. At the hearing, the Petitioner shall make a statement to the Court saying what he or she wants the Court to do. The Petitioner may present witnesses on his or her behalf and may present other evidence to the Court. The Respondent may make a statement to the Court saying what he or she wants the Court to do. The Respondent may present witnesses on his or her behalf and may present other evidence to the Court. Each party shall be permitted to cross-examine the other party's witnesses and shall be responsible for the expenses of their own witnesses. Judges may question all witnesses.

After both sides have presented their cases, the Judges shall recess to discuss the case and come to a decision. The decision shall either be a consensus or by a vote of two to one. The decision may be presented at that time or another hearing may be set to present the decision. All decisions of the Court shall be written on Order forms.

Other Matters: When a Petitioner asks to use the Tribal Court for matters that do not involve disputes between people, such as for an uncontested tribal adoption or performance of a tribal marriage, the Tribal Court shall set a date to consider the matter within 60 days following the filing of the Petition to use the Tribal Court.

Fees and Court Costs: The Tetlin Tribal Court may charge fees to use the Court. Such fees shall be equal for equal types of cases and shall be made known to Petitioners before disputes and other matters are heard. Parties shall bear their own costs unless another arrangement has been made by the Court.

- C. HEARINGS INVOLVING EMERGENCY MATTERS:** Emergencies involve matters where harm or damage to a person or property could occur if the Court had to wait. In cases of emergencies, the Court may hold a hearing as soon as proof of imminent harm is provided to the Court, and notice of the hearing has been given to all persons involved in the case who are reasonably available to receive notice. Orders issued during emergency hearings shall be written and of limited duration, or, shall stand only until a regular hearing is held.

- D. CHANGING THE TIME OF A HEARING:** The time for a hearing may be changed, and extended beyond the normal 60 day period, if the Court determines there is a good reason for having the hearing at a later time.
- E. NOTICE OF HEARINGS:** The Clerk, or other person designated by the Court, shall personally serve or mail Notice to all parties before each hearing. A proof of service shall be filed with the Court Clerk. The Notice shall be delivered at least 10 days or mailed at least 14 days before a hearing except as otherwise provided for in this Code. Each party shall be responsible for serving their own witnesses with a Notice of hearings.
- F. RECESSES:** The Tetlin Tribal Court may recess and reconvene during hearings.
- G. RECORDS OF HEARINGS:** The Court shall keep a record of all cases consisting of a tape recording of all hearings, a copy of all documents filed with the Court, and all Orders entered by the Court.
- H. CONFIDENTIALITY:** All cases and hearings shall be confidential. Hearings involving adults may be open to the public if the parties and the Court Judges agree. Unless a case is appealed to the Tetlin Appellate Court, only the Court Judges and Clerk shall have access to the Court records without further Order of the Court. The Tetlin Appellate Court shall have access to all records involving cases that are appealed to it.

Section 10. Orders

- A. Orders:** All official judgments and determinations made by the Tetlin Tribal Court concerning cases shall be written on Order forms unless otherwise specified by ordinance. All Orders shall be filed in the case records. The Clerk or other designated person shall personally give or mail a copy of the Order to all parties to the case and file a proof of service. For cases involving a Complaint, all sentences shall be accomplished within 30 days after a proof of service has been filed unless the Court provides otherwise. For cases involving a Petition to use the Tribal Court, the Order shall specify the time frame in which actions shall occur.
- B. Default Orders:** If a party fails to appear at a hearing after being properly notified of the hearing, the Court may decide the case and issue an Order in his or her absence, after reviewing the Complaint or Petition and hearing from witnesses and/or examining other evidence in the case.
- C. Proof of Compliance with Orders:** Records of proof of compliance with Orders of the Tribal Court shall be kept by the Tribal Court Clerk in the Court files. If a party is ordered to do something, proof that the action has been taken shall be supplied to the Court Clerk and certified by the Clerk within 14 days of completion of the act unless otherwise specified by Court Order. Payment of a fine to the Tribal Court Clerk and a recording of the payment shall be proof in itself of payment. Restitution Ordered to another party shall be made through the Clerk of the Tribal Court and proof that the restitution has been completed shall be certified by the Clerk within 14 days of completion of the restitution. The Clerk shall report any failures to comply with Tribal Court Orders to the Court. Failure to comply with an Order of the Court shall be considered contempt of court as described in Section 5 of this Chapter.

Section 11. Request to Change Order

After an Order has been given, the person receiving the Order may request a change in the Order by filing a Request to Change Order form with the Court. The request shall state the reason the person believes a change should be made. The requesting person shall present new evidence to the Court to support the request. The Court may deny the request or set a hearing date.

CHAPTER 14

TETLIN COURT OF APPEALS

Section 1. Purpose	pg. 56
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Section 4. Beginning an Appeal	pg. 57
Section 5. Appeal	pg. 57
Section 6. Response to Appeal	pg. 58
Section 7. Appellate Court Procedure	

Attachments: Appellate Court Forms

Section 1. Purpose

The Tetlin Court of Appeals is established to assure a fair judicial process in the Tetlin tribal government system.

Section 2. Structure

All seven Council members shall serve as the Tetlin Court of Appeals. When a Council member is a Party or has a conflict of interest as described in Title 1, Chapter 12, Section 4 of this Code, replacement Judges shall be chosen at random from a list of adult resident tribal members. Decisions shall be made by unanimous consent if possible or by an affirmative vote of at least five.

Section 3. Clerk of the Tetlin Court of Appeals

The Clerk of the Tetlin Court of Appeals shall be the same person as the Tetlin Tribal Court Clerk.

Section 4. Beginning an Appeal

- A. Filing an Appeal:** Persons who wish to appeal a case may file an Appeal with the Clerk of the Tetlin Court of Appeals. A person who is appealing a case shall be called the "Appellant." The Appellant shall file an Appeal with the Clerk within 30 days after receiving an Order from the Tribal Court. The person(s) or party(s) against the Appellant shall be called the "Appellee." The Appellant shall send a copy of the Appeal with a proof of service to the Appellee. The Appellee may file a Response to Appeal. The Appellee shall give a copy of the Response to Appeal to the Appellant with a proof of service.
- B. Proof of Service:** Proof of service shall be made by the filing of a Statement of Personal Service, Statement of Mailing with a return receipt, or if allowed by the Appeals Court after a party requests it, an Affidavit of Publication. If no proof of service is filed proving that a party entitled to be served with an Appeal or Response to Appeal, the hearing must be postponed.

Section 5. Appeal

The Appeal shall state the name and address of the person who is appealing the case, the name of the case, and case number. A copy of the written Order the Appellant is appealing shall be attached to the Appeal. The Appeal shall contain a brief statement of

why the Appellant believes that the case deserves a hearing by the Tetlin Court of Appeals.

Section 6. Response to Appeal

If the Appellee is someone or some entity other than the Tribal Council, the Appellee may file a Response to Appeal within 30 days after receiving the Appeal. The Response to Appeal shall contain a brief statement of why the Appellee believes that the Order of the Tribal Court is appropriate and should not be heard by the Tetlin Court of Appeals.

Section 7. Appellate Court Procedure

- A. Beginning a Case:** The Clerk shall notify the Tribal Council that an Appeal has been filed and the Council shall establish the Tetlin Court of Appeals according to Section 2 of this Chapter. The Clerk shall make a copy of the Tribal Court record of the case for the Court of Appeals. The Clerk shall set a date for the Court of Appeals to review the Appeal and Court records, the Response to Appeal if there is one, and the Tribal Court Record of the case.

- B. Setting a Hearing Date:** Once the Tetlin Court of Appeals has completed a review of the case records, the Clerk shall set a hearing date and shall give all parties Notice of the hearing. The Notice shall be personally delivered at least 10 days or mailed at least 14 days prior to a hearing. At the hearing, the parties may argue whether or not the Tribal Court made a mistake considering the evidence presented to it, or a mistake concerning tribal or any other applicable law. The parties may not present new evidence in the appeal unless the Appellate Court permits it.

C. **Decisions of the Appellate Court:** After the Tetlin Appellate Court hears a case, the Presiding Judge or Clerk shall fill out a Decision of Appeal that shall be filed with the Appeals Court and with the Tribal Court. The Clerk shall see that all parties in a case receive a copy of the Decision of Appeal.

D. **DECISIONS OF THE APPELLATE COURT:** The Appeals Court can either uphold the Tribal Court Order overturn it. If the Appeals Court overturns Order, it shall order one of the following:

1. Order the Tribal Court to re-decide the case in a way that is consistent with the Decision of Appeal; or
2. Order the Tribal Court to hold a new hearing on the matter; or
3. Require that new Judges (or Judge) hear the case; or
4. Dismiss the case.





TITLE 2 : LAW AND ORDER

CHAPTER 1

GENERAL PROVISIONS

Section 1. Purpose and Intentions	pg. 61
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Section 3. Definitions	pg. 62

Section 1. Purpose and Intentions

The purpose of this Title is to provide a safe and peaceful environment for the people of Tetlin. It is the intention that anyone disturbing the peace and safety of the Village be brought before the Tribal Court so long as the circumstance is under tribal jurisdiction, however, the most serious offenses may be transferred to the State Troopers and State Court System for prosecution. The ordinances in this Title shall be interpreted as civil in nature.

Section 2. Enforcement and Penalties for Violation of this Title

Penalties for violation of ordinances in this Title shall be applied according to Title 1, Chapter 13, Section 3 (Sentences), of this Code. Temporary or permanent banishment and/or transferring cases to the State Troopers and State Court System shall be considered for the most serious offenses.

Section 3. Definitions

For the purposes of this Title, the following words and terms shall have these meanings:

"Alcohol, Intoxicating Beverages, or Liquor" shall include all forms of alcohol which are manufactured, sold, home brewed, and commonly used for human consumption.

"Assault" is the intentional or reckless harm to a person or apparent threat to harm by words or conduct that places another person in fear of immediate injury.

"Boundaries" are the territorial boundaries of the Village as described in Title, Chapter 1, Section 4 of this Code.

"Dry Village" means that no alcoholic beverages shall be transported to, sold, possessed, manufactured, or consumed by any person or persons within the territorial boundaries.

"Drugs" includes all those drugs and substances that are illegal to sell and possess under State and federal law.

"Immediate village site" means the buildings, yards, playgrounds, roads, and airport around the Village area.

"Indecent Exposure" means the intentional exposure of the private parts of the body in a public place.

"Intoxicated" means under the influence of alcohol or illegal drugs.

"Juvenile" means a person under the age of 18.

"Licensed Vehicle" means any vehicle for which the State of Alaska requires a license.

"Vehicle" means any motorized device that carries persons or property on land, water, or air.

"Violation" means failing to comply with the rules of a regulated activity and involves conduct inappropriate to an orderly society, but is not a criminal offense and is not punishable by imprisonment. A person charged with a violation of this Title is not entitled to a trial by jury or a right to a public defender.

"Weapon" means any firearm, knife, explosives, metal knuckles, club, ax, or any other instruments that are dangerous when used against or to the disadvantage of any person or persons.

CHAPTER 2

ALCOHOL CONTROL

Section 1. Purpose	pg. 64
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Section 3. Prohibition on Possession	pg. 64
Section 4. Driving while under the Influence of Alcohol	pg. 65
Section 5. Complaints and Enforcement	pg. 65
Section 6. Transporting Intoxicated Persons	pg. 65

Section 1. Purpose

The purpose of this ordinance is to promote the health and welfare of the Tetlin tribal members and to protect the future generations of the Tetlin people.

Section 2. Prohibition of Importation

No person or persons shall manufacture, transport to, or cause to be transported to the Village of Tetlin, intoxicating liquor for the purpose of selling or consuming such intoxicating liquor within the territorial boundaries of the Tetlin Tribe as described in Title 1, Chapter 1, Section 4 of the Tetlin Code.

Section 3. Prohibition of Possession

No person or persons will possess, by consumption or otherwise, intoxicating liquor within the territorial boundaries of the Tetlin Tribe.

Section 4. Driving while Under the Influence of Alcohol

No person may operate any type of motor vehicle within the territorial jurisdiction of the Tetlin Tribe while under the influence of alcohol.

Section 5. Complaints and Enforcement

This Chapter shall be enforced by the Tetlin Court system as a civil matter under the structures and procedures outlined in Title 1 of this Code. In addition to Tribal enforcement of this Chapter, cases may be referred to the Alaska State Court system for prosecution of violations of the state local option law prohibiting sale and importation of alcohol which is in effect in Tetlin.

Section 6. Transporting Intoxicated Persons

No person shall transport intoxicated persons into the territorial boundaries of the Tetlin Tribe.

CHAPTER 3

DRUGS

Section 1. Purpose	pg. 66
Section 2. Importation	pg. 66
Section 3. Possession	pg. 66
Section 4. Enforcement	pg. 66

Section 1. Purpose

The purpose of this Chapter is to promote the health, safety, and well being of the current village residents and the future generation by providing for a drug free village.

Section 2. Importation

No person shall bring drugs that are illegal by state and federal standards into the territorial boundaries of the Tetlin Tribe, or help someone else bring such drugs into the Village.

Section 3. Possession

No person shall possess or be intoxicated by illegal drugs within the boundaries of Tetlin.

Section 4. Enforcement

This Chapter will be enforced as a civil matter by the Tetlin Tribal Court. The Tribal Court is hereby authorized to refer the violators to appropriate federal or State enforcement agencies for the most serious matters or in the event that a violator refuses to comply with an Order of the Tribal Court.

CHAPTER 4

VANDALISM

Section 1. Violation

Any person who intentionally damages, removes, defaces, or in any way injures any building, fence, street, bridge, or other property without the consent of the owner, or person or entity in charge of the property, is guilty of vandalism.

CHAPTER 5

TRESPASS

Section 1. Violation

Any person who willfully trespasses on another person's property without the owner's consent, is guilty of trespassing.

CHAPTER 6

FIREARMS AND OTHER WEAPONS

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Section 2. Concealed Weapon	pg. 70
Section 3. Unsupervised Use	pg. 70
Section 4. Enforcement	pg. 70

Section 1. Indiscriminate Use

- A. No person shall use any firearm in an indiscriminate manner by firing wildly without regard for the safety and welfare of the people in the Village. No person or persons shall use any weapon in an indiscriminate manner, or cause it to be used in a manner that would be to the disadvantage of any person or persons.

- B. No person shall handle, use, or carry any type of a weapon while under the influence of alcohol or drugs within the territorial boundaries of the Tetlin Tribe.

- C. No person shall shoot anywhere in the Village where he or she might be likely to hit another person, or likely to injure another's property. No person shall shoot at any person, vehicle, structure, electric light, sign, or property of another whether public or private except in the case of self defense or defense of another person.

- D. This does not include responsible use of firearms for traditional celebration within the Village boundaries.

Section 2. Concealed Weapon

No person shall carry a concealed weapon on his or her person while under the influence of alcohol or drugs in any public place or at any Village activity.

Section 3. Unsupervised Use

No minors under the age of thirteen 13 shall be allowed the unsupervised possession or use of any firearm within the immediate village site. Supervisors shall be physically present and must be at least 18 years of age.

Section 4. Enforcement

This Chapter shall be enforced as a civil matter by the Tetlin Tribal Court. Formal Complaints may be filed with the Tribal Court, or with the State Troopers for prosecution under State law.

CHAPTER 7

TRAFFIC - LAND AND WATER

Section 1. Purpose	pg. 71
Section 2. Speed Limits	pg. 71
Section 3. Safety Equipment	pg. 71
Section 4. Age Limit for Driving Land and Water Vehicles	pg. 71
Section 5. Dangerous or Reckless Driving	pg. 72
Section 6. Children's Designated Play Areas	pg. 72
Section 7. Enforcement	pg. 72

Section 1. Purpose

The purpose of this ordinance is to provide for the safety and welfare of the residents of Tetlin and to protect public and private property in and around the Village of Tetlin.

Section 2. Speed Limits

Vehicles on all roads, trails and paths within the immediate Village site shall not exceed a safe speed of 15 miles per hour.

Section 3. Safety Equipment

All vehicles operated within the Village shall be equipped with the following in good working order: headlights, brakes, and steering system.

Section 4. Age Limit for Driving Land and Water Vehicles

No one under the age of 8 shall drive a snowmachine ,a 3 or 4 wheeler, or boat unless under the direct supervision of an adult. The age limits for driving cars, boats, or heavy equipment shall comply with the State of Alaska requirements.

Section 5. Dangerous or Reckless Driving

No person shall operate any land or water vehicle in a dangerous or reckless manner or with excessive speed that is a threat to the safety of Village residents or property. No person shall operate a land or water vehicle in the village while under the influence of alcohol or illegal drugs.

Section 6. Children's Designated Play Area

There will be no surface vehicles allowed within areas designated and posted as children's play areas.

Section 7. Enforcement

Any deaths or serious injury involving surface or water vehicles within the boundaries of the Village of Tetlin shall be turned over to the Alaska State Troopers for investigation and prosecution. All other complaints shall be filed with the Tetlin Tribal Court.

CHAPTER 8

THEFT

Section 1. Violation

Any person who takes the property of another person without the person's consent, and with intent to steal, is guilty of theft.

CHAPTER 9

ASSAULT

Section 1. Violation

Any person who does bodily harm, attempts to do bodily harm, or threatens to do bodily harm to another person through force or violence is guilty of assault. This includes sexual assault. In extreme cases, the Tetlin Tribal Court shall use the punishment of temporary or permanent banishment.

CHAPTER 10

DISORDERLY CONDUCT

Section 1. Violation

Any person who engages in fighting, public indecency, or in some other way disturbs the public or is hazardous to the public within the territorial boundaries of the Tetlin Tribe is guilty of disorderly conduct.

CHAPTER 11

HARASSMENT

Section 1. Violation

- A. TRIBAL OFFICIALS: Any person who seriously threatens Council members, Tribal Court Judges, or any person acting in an official capacity for performance of official duties, or the property or family of Council members or Court Judges, shall be guilty of harassment.

- B. PERSONS WITHIN THE TERRITORIAL JURISDICTION OF THE TETLIN TRIBE: Any person who seriously threatens a person or a person's property shall be guilty of harassment.

- C. PENALTY: In extreme cases, the Tetlin Tribal Court shall use the punishment of temporary or permanent banishment.

CHAPTER 12

GAMBLING

Section 1. Bingo

- A. Bingo shall mean and refer to the activity commonly known as bingo and all other similarly organized and played games where participants pay a sum of money for the use or benefit of one or more prenumbered cards. When the game begins, numbers are drawn by chance, one by one, and announced until a player announces that he has matched up a desired winning pattern of numbers. At this time the participant calls out "bingo" or other designated word and is declared the winner of a predetermined prize.
- B. Bingo shall only be allowed under the supervision of the Tetlin Tribal Council. All proceeds from bingo games after prizes are awarded shall be collected by the Tribal Council and used to support programs to promote the health, education and general welfare of the Village residents.

CHAPTER 13

BRIBERY

Section 1. Violation

Any person who gives or offers to give money, property, or services or anything else of value to another person with intent to influence another in carrying out his public duties or conduct, and any public official who accepts such an offer shall be guilty of bribery.

CHAPTER 14

JUVENILE CURFEW AND TRUANCY

Section 1. Purpose	pg. 79
Section 2. Curfew	pg. 79
Section 3. Truancy	pg. 81

Section 1. Purpose

The purpose of this Chapter is to provide for the care, protection, and wholesome mental and physical development of the children of Tetlin. For the purposes of this Chapter, juveniles are all persons under 18.

Section 2. Curfew

A. Curfew Hours:

A curfew for all juveniles within the immediate Tetlin Village site shall be in effect when school is in session starting at the hour of 9:00 p.m. for kids through the 8th grade and 10:00 for highschool kids, from Sunday through Thursday of the week, and at the hour of 12:00 midnight on Friday and Saturday of each week during the school year.

B. Exceptions to the Curfew:

1. When a juvenile is going to or returning from employment, hunting, fishing, trapping, or other activities that are conducted outside the Village, provided that the juveniles' participation in these activities is approved by parents, guardians, or by the Tetlin Tribal Council.

2. When a juvenile is going to or returning from a recognized village activity such as church activities, village dances, potlatches, village meetings, or scheduled school events.

C. Enforcement:

The curfew shall be enforced by Tribal Council members, Tribal Court Judges, or by any other person designated by the Tribal Council. A report on curfew violation shall be made to the Tribal Court for the record.

1st violation:

Juveniles shall be sent home and a report filed with the Tetlin Tribal Clerk.

2nd violation:

Juveniles shall be escorted home and the incident reported to parents or guardians. A report shall be filed with the Tetlin Tribal Court Clerk.

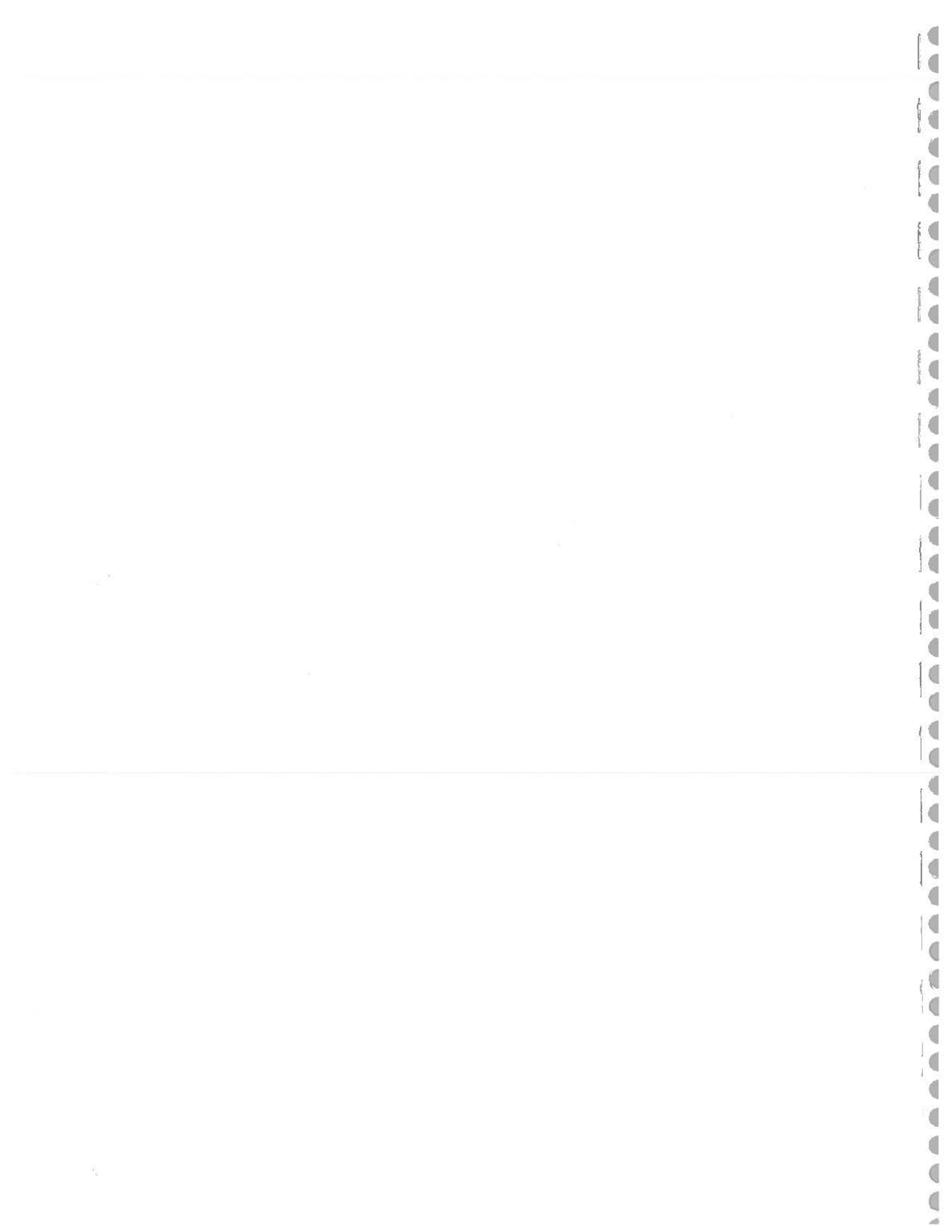
3rd violation:

Juveniles shall appear before the Tribal Court and their parents or guardians may be required to appear at the discretion of the Tetlin Tribal Court. If found in violation, the juvenile shall be sentenced to 5 hours of community service under the supervision of the Tribal Council.

Sentencing of any further violations shall be at the discretion of the Tetlin Tribal Court.

Section 3. Truancy

Students who are habitually tardy or truant may be brought before the Tetlin Tribal Court by filing a Complaint. Upon a finding by the Court that the student is habitually tardy or truant, the Court may Order counseling for the student and for parents or guardians of the student, fines, and/or work sentences.





TITLE 3 : DOMESTIC RELATIONS

FAMILY LAW

CHAPTER 1

GENERAL PROVISIONS FOR TITLE 3

Section 1. Purpose	pg. 83
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Section 3. Best Interest of the Child	pg. 85
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Section 1. Purpose

The purpose of this Title is to allow the Tetlin Tribe to take an active role in providing for the welfare of the Tetlin people, to preserve and strengthen family ties whenever possible, including improvement of home and environment, to protect and preserve tribal heritage and cultural identity of the Tetlin Tribe, and to ensure that other courts and agencies will fully cooperate with the Tribe in fulfilling the purposes of this Title.

The intention of this Title is to promote the health and welfare of the most valuable resource of the Tribe, the Tetlin people. The welfare of the children is of the foremost importance. The children must receive the care and guidance necessary to allow them to become healthy, content and productive members of Tetlin and society in general.

Section 2. Authority and Jurisdiction

The Tetlin Tribal Government regulates domestic relations matters under the authority of Article IV of the IRA Constitution and By-Laws of the Native Village of Tetlin, Alaska. The Tetlin Tribal Court shall have the authority to hear and decide all matters in this Title where the parties in a case are members or are eligible for membership in the Tetlin Tribe, or where at least one of the parties lives within the territorial boundaries of the Tetlin Tribe.

JURISDICTION OVER CHILDRENS MATTERS:

- A. Once the Tetlin Tribal Court exercises its authority in any child's case under this Title, the Tetlin Tribal Court gains exclusive authority over all stages of the case as a matter of Tribal law until the case is dismissed, or until the Tribal Court gives authority to another government or another court by Tribal Court Order.

- B. The Tetlin Tribal Court shall have the authority to make decisions about child custody, adoption, and child protection if the children are members or are eligible for membership in the Tetlin Tribe. The Tetlin Court shall also have the authority to take temporary protective custody over all children, regardless of tribal membership, within its territorial jurisdiction until the matter can be transferred to the child's tribe or to the State of Alaska for action.

- C. If the child is not a member of the Tetlin Tribe, but is eligible for membership in the Tetlin Tribe and is also eligible for membership in another Tribe, the Tetlin Tribe must have the most significant contacts (as defined in Section 4 of this Chapter) with the child in order to make decisions about the case without the consent of the other tribe.

- D. The Tetlin Tribal Court has the authority to hear and decide childrens' cases involving tribal members or children eligible for tribal membership even if the children do not live within the territorial boundaries of the Tetlin Tribe's jurisdiction.

Section 3. Best Interest of the Child

In all cases involving children, the Tetlin Tribal Court shall hear all the facts and evidence brought before it and shall consider the rights of all parties in the case, however, those of the child shall be most important. The best interest of the child shall be more important than the rights of any other person or entity.

In cases involving minor children, the Tetlin Tribal Court shall consider the best interest of the child in all Court decisions. In determining what is in the best interest of the child, the Court shall consider the following factors:

1. The child's wishes if he or she is old enough and understands what the proceedings mean; and
2. The love and affection existing between the involved adults and the child; and
3. The needs of the child, including educational needs, physical and medical needs, emotional needs, mental needs, religious needs, cultural needs, and any other special needs of the child; and
4. The stability of the home environment likely to be offered by the involved adults; and

5. Whether the involved adults are likely to encourage a loving relationship between the child and the other persons with whom the child has emotional ties; and
6. Any evidence of domestic violence, child abuse or child neglect in the involved adult's household(s); and
7. Any evidence of substance abuse by the involved adults or someone living with them that would or does directly affect the emotional or physical well being of the child; and
8. The locations of persons to whom the child has emotional ties, whether the child is enrolled in school near one of those persons and the desirability of the child remaining at that school; and
9. The advantages of keeping the child in the community where the child resides; and
10. Any other things the Court feels are relevant to the best interest of the child.

Section 4. Definitions

The following words and phrases, whenever used in this Title, shall have the following meanings:

"Adoptive placement" means the permanent placement of a child for adoption.

"Adult" means a person who is eighteen 18 years of age or older.

"Child" means a person who is under eighteen years of age and is a member or eligible for membership in the Tetlin Tribe.

"Child in need of aid" means a child who:

1. Refuses to live at home with significant reason, or refuses to accept available care; or
2. Has no parent, guardian, custodian or relative caring or willing to provide care; or
3. Is in need of medical treatment to cure, needs help to relieve or prevent substantial physical harm or mental harm as shown by failure to thrive, severe anxiety, depression, withdrawal, or exaggerated, inappropriate or unusual aggressive behavior or hostility toward others and the child's parents are unwilling to provide the medical treatment; or
4. Suffered substantial physical harm or there is substantial and immediate risk that the child will suffer such harm as a result of the actions of or conditions created by the child's parents, guardian or custodian to adequately supervise the child; or
5. Has been sexually abused either by the child's parent, guardian or custodian, or as a result of conditions created by the child's parent, guardian or custodian or by the failure of the parent, guardian or custodian to adequately supervise the child; or

6. Has suffered substantial physical abuse or neglect as result of conditions created by the child's parent, guardian or custodian.

"Child custody proceeding" means a custody case between two parents or between a parent or parents and other persons or entities in an uncontested adoption.

"Child protection proceeding" means a case where a child is found to be a "child in need of aid," a foster care placement case, a termination of parental rights case, a preadoptive or adoptive placement case, or an adoption case that is contested by a parent, custodian or guardian.

"Corporal Punishment" means the infliction of excessive bodily pain as a penalty for disapproved behavior. It includes actions such as shaking, spanking, delivering a blow with a part of the body or an object, slapping, punching, pulling or action which seeks to induce pain.

"Custodian" means a person who has been given responsibility to care for a child either by a parent, or under tribal custom, court order, tribal law or State law.

"Designee" means a person authorized by the Tribal Council to take action or receive information of its behalf as specified by these ordinances.

"Domestic violence" means assault, threats of violence, or physical or mental abuse of a person when the victim is a spouse, a former spouse, an extended family member, a boyfriend or girlfriend, a child of any of these persons or a member of the social unit made up of those living together in the same dwelling as the Petitioner or Respondent, or a person who is not a spouse or former spouse of

the Petitioner or Respondent but who previously lived in a spousal relationship with the Petitioner or Respondent.

"Extended family" means the person's parents, children, grandparents, great-grandparents, great-aunts, great-uncles, aunts, uncles, cousins, sisters, and brothers.

"Foster care placement" means any action removing a child from his/her parent or custodian for temporary placement in a foster home, a relative's home, an institution or the home of a guardian where the parent or custodian cannot have the child returned on demand.

"Foster home" means a home licensed to provide foster care by the Tetlin Tribe or another federally recognized tribe or a state licensed home.

"Guardian" means a person who is not a parent and is appointed by a tribal or state court to have legal custody of a child. A "Guardian" is not the same thing as a "Guardian ad litem".

"Guardian Ad Litem" means a person appointed by the Tetlin Tribal Court to look after the best interests of any child involved in a case under this Code. The guardian ad litem (or GAL) shall be a full party in all cases. The guardian ad litem's job is to investigate facts in the case and advise the Court what actions the Court should take that would be in the child's best interest. The Court may adopt the advice of the GAL in whole or in part, or for good cause, may act or order action that is different than the advice of the GAL.

"Involved agency" means an agency that is a party to the case due to the request of the Tribe or because of the jurisdiction of another government over the case.

Examples of this might be TCC or DFYS or Social Services of a county in California.

"Most significant contacts" means, among other things, the following factors:

1. Length of residence on or near the area of territorial jurisdiction of the Tetlin Tribe; and
2. The child's participation in the activities of the Tetlin Tribe; and
3. The child's fluency in the Native language of Tetlin; and
4. Whether there has been a previous case with respect to the child by the Tetlin Tribal Court; and
5. The tribal membership of the child's custodial parent or other custodian; and
6. The child's self identification with the Tetlin Tribe; and
7. Any other information relevant to the child's contacts with the Tetlin Tribe.

"Parent" means the biological parent of a child or any person who has lawfully adopted a child, whether in State or Tribal Court or under tribal custom. It shall not mean the unwed father where the father has not admitted or acknowledged in writing or otherwise that he is the father, or where a Court Order establishing paternity has not been entered (i.e. "paternity" has not been established). It shall not mean any person as to whom the parent-child relationship has been lawfully terminated.

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]
]"Parties" means Petitioner(s) and Respondent(s) listed in the Petition to use the Tribal Court, the guardian ad litem and any other person or entity who is given the right by the Tribal Court to express and protect their interests in a case.

]"Pleading" means any document filed with the Court other than written evidence.

]"Preadoptive placement" means the temporary placement of a child in a foster home or institution after the termination of parental rights, but prior to or in place of adoptive placement.

"Probable cause" for the purposes of a "child protection proceeding" means evidence from a reasonable, trustworthy source that would be a reasonable ground for belief that a child is a "child in need of aid" and that an investigation and hearing should be conducted to determine all the facts.

"Termination of parental rights" means any action resulting in the termination of the parent-child relationship.

"Ward" means a child who has been taken into custody by the Court making the Court the child's legal guardian.

CHAPTER 2

CHILD PROTECTION

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Section 1. Child Protection Confidentiality

Child protection cases involve "children in need of aid" as defined in Chapter 1, Section 4 of this Title. All child protection cases shall be considered and treated as confidential. All Tribal Officials involved in children's cases shall be sworn to confidentiality under the oath of confidentiality provided in Title 1, Chapter 12, Section 6 of this Code. No person shall give or release any information about the case including the names of the parties and of the child to anyone who is not a party to the case, or an employee or official of Tetlin Tribe, or to an officer of the law without an Order of the Tetlin Court.

Section 2. Status as Ward of Tetlin Court

Upon filing a Petition under this Code, or transferring of a child custody proceeding to this Court, the child who is the subject of the proceeding becomes a ward of the Tetlin Tribal Court and remains so until the Court dismisses the case.

Section 3. Urgency

All child protection cases shall be considered urgent and shall be placed ahead of all other cases that the Tetlin Court may have before it.

Section 4. Rights and Best Interest of the Child

In all child protection cases, the Court shall hear all the facts and evidence brought before it and shall consider the rights of all parties in the case when deciding what is in the child's best interest. The best interest of the child as defined in Chapter 1, Section 3 of this Title shall be placed above the rights of any other person or entity.

Section 5. Starting a Child Protection Case

A child protection case may be brought in front of the Tetlin Tribal Court by any person who has probable cause to believe that a child of the Tribe is a "child in need of aid." A child protection case shall be started by filing a Petition to use the Tribal Court form. The Tribal Court may designate any adult tribal member to investigate the facts stated in the Petition.

Section 6. Contents of Child Protection Petition

The Petition shall provide the following information, provided that such information is available to the Petitioner:

1. The name, address and age of the child; and
2. The names and addresses of the child's parents and any custodians of the child; and
3. The names and addresses of any other person or tribe with an interest in the child; and
4. The nature and extent of the child's injury, abuse or neglect; and
5. Any available written evidence of injuries, abuse or neglect (doctor report, public health nurse report, health aid report, teacher's report, report of witness to injury, abuse of neglect, etc.)
6. Any information that may be helpful in identifying the cause of the child's injuries or neglect.
7. A statement of which tribe(s) the child is a member or with which tribe(s) the child is eligible for membership. This statement should include facts that indicate that the Tetlin Tribe is the tribe with the most significant contacts with the child.

Section 7. Emergency Custody

After receiving a Petition, the Tetlin Tribal Court may take a child into custody and make a temporary placement without notification and formal hearing if the Court finds that removal is necessary to prevent imminent physical damage or harm to the child. The Court shall issue an emergency Order describing the Court's action and the date and time of a temporary custody hearing. As soon as possible, the Court shall serve the parents or guardians with a copy of the Order. If the child is not a tribal member or eligible for tribal membership, the Court may notify the child's tribe or the appropriate state officials. Temporary custody arrangements shall be for less than 90 days.

Section 8. Temporary Custody Hearing

- A. If the Court takes a child into the legal custody of the Tribe and makes the child a ward of the Court, the Court shall issue a Notice to Appear in Tribal Court to the parent(s), custodian, and/or guardian of the child. The notified people shall appear at a Temporary Custody hearing within seven days of the child being taken into custody.
- B. At the Temporary Custody hearing, the parent(s), custodian, and/or guardian shall have the right to call their own witnesses and to question witnesses called by any other party. Judges may question all witnesses.
- C. After the evidence is heard by the Court, the Court must make a decision as to the child's best interests and whether the Court's legal custody of the child should continue or not. The Court may decide to:
 - 1. Continue legal custody of the child until a full hearing can be held, and a final custody Order is issued; or

2. Return legal custody of the child to the parent(s), custodian, and/or guardian and dismiss the case.
- D. If, after hearing the evidence in the Temporary Custody hearing, the Court decides that it would be in the best interests of the child for legal custody to remain with the Tribal Court for a period of time, then the Court must issue an Order stating this. Legal custody of the child will remain with the Court until another full hearing can be held. During this interim period, the Court may return physical custody of the child to the parent, custodian, or guardian if it finds that it is in the child's best interest to do so. Temporary custody arrangements shall be for less than 90 days.

Section 9. Temporary Custody Order

- A. **ORDER OF THE TRIBAL COURT:** After determining jurisdiction, reviewing the Petition, and hearing the case, the Court may issue an Order. The Order may direct that the child be taken into the legal custody of the Tribe and making the child a Ward of the Court and placing the child in a foster home if the Court finds there is probable cause to believe the child is a "child in need of aid." The Court may make the child a ward of the Tribal Court and leave the child in the physical custody of the parent, custodian, or guardian if it finds that to do so would be in the child's best interest.
- B. **EXECUTION OF ORDER:** The Court may designate specific persons or entities to oversee the execution of the Tetlin Tribal Court Order.
- C. **FOSTER PLACEMENT:** After taking a child into custody, the Court shall place the child in a foster care placement least harmful to the child both physically and emotionally.

D. **FOSTER HOME PLACEMENT PREFERENCES:** The following placement preferences shall be applied in all cases where a child is placed for foster care unless the Court finds that it would be in the child's best interest to vary the order of preference or place the child not according to the preferences:

1. A member of the child's extended family who resides closest to or in Tetlin.
2. A member of the child's extended family who resides elsewhere.
3. A member of the Tetlin Tribe.
4. A foster home, licensed, approved or specified by the Tetlin Tribe.
5. A member of another tribe with whom the child is culturally related.
6. A resident of Tetlin.

Section 10. Custody Hearing

- A. If the Court keeps legal custody of the child under the provisions of this Code, the Court shall set a custody hearing for physical custody of the child within a reasonable length of time after the temporary custody hearing.
- B. At the Custody hearing, the Court must decide whether the child continues to be a "child in need of aid" or not.

1. If the Court decides that the child continues to be in need of aid, the Court shall enter an Order committing the child to the legal custody of the Tribe, and making the child a ward of the Court for a period of no longer than two years. The Court may order that the child physically remain in a foster home, remain with the parent(s), or with any custodian or guardian that the Court appoints. The Court may also order that the child, parent(s), custodian, or guardian take educational classes, alcohol or drug treatment, psychological or psychiatric treatment or such other treatment or programs as it feels are appropriate and are likely to result in the best interest of the child and reunification of the child with the family. The Court may appoint any tribal member or tribal organization, including Tanana Chiefs Conference, to develop a case plan for the family, coordinate services, and monitor the family's progress and report such progress to the Court.

2. If the Court decides that the child is no longer in need of aid, the Court shall enter an Order dismissing the case, and returning of the child to the parent(s), custodian, and/or guardian of the child.

Section 11. Review Hearing

While the child is in the legal custody of the Tribal Court, any party or the Court may request in writing that a review hearing be held. The request must show some reason why the Tribal Court should hold a hearing and the Court may grant or deny the request. The purpose of this hearing is to determine whether the child should continue to remain a ward of the Court, or if any conditions of the legal custody should be modified or added. This review hearing must be held before the Tribe's custody expires according to the Order. After making a decision based upon the child's best interests, the Court shall state its decision in a new Order.

Section 12. Interference with a Custody Order

Anyone who interferes with a Court ordered placement of a child shall be guilty of harassment and subject to penalty by the Tetlin Tribal Court.

CHAPTER 3

TERMINATION OF PARENTAL RIGHTS

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Section 1. Cases Where Parental Rights May be Terminated

Parental rights may be terminated in whole or in part in any case involving custody of a child, child protection, where a parent voluntarily consents to termination, or in the case of an adoption.

Section 2. Findings Necessary for Termination of Parental Rights

The Court may terminate parental rights to a child only if it finds that:

1. If the parental rights are not terminated, the continued custody of the child by the parent is likely to result in serious emotional or physical damage to the child; or
2. The child has been subjected by his or her parent(s) to sexual abuse; or
3. The child has been abandoned; or
4. Where a parent voluntarily consents to the termination of parental rights.

Section 3. Procedure for Involuntary Termination of Parental Rights

Persons or entities with custody, or with a potential right to custody of a child may file a Petition to use the Tribal Court form requesting that parental rights of a person to that child be terminated. The Petition shall contain the name, address and age of the child; the names and addresses of parents, any custodians of the child, and any other person or tribe with an interest in the child; the reason why the Petitioner believes that parental rights should be terminated; and, any available written evidence to support termination of parental rights. If after reviewing the Petition and scheduling and holding a hearing the Court finds that the conditions necessary to terminate the parental rights exist, it shall issue an Order terminating parental rights in whole or in part depending on what is in the best interest of the child. If the Court finds that the conditions necessary to terminate parental rights do not exist, it shall dismiss the case.

Section 4. Voluntary Consent to Termination of Parental Rights

Any parent may voluntarily consent to the termination of his or her parental rights to any minor child. However, no voluntary consent will be valid unless:

1. The consent is given more than ten (10) days after the birth of the child; and
2. It is given in the presence of the Tribal Court or to a designated representative of the Tribal Court, and
3. The person or Court that the consent is given in front of signs a sworn statement that the consenting parent understood what they were doing and knowingly and voluntarily relinquished their parental rights; and

4. The person is informed that they have the right to be provided with an interpreter to explain the voluntary consent, its consequences, and their right to withdraw the voluntary consent, the time limit to do so and the procedure for doing so.

Section 5. Withdrawal of Voluntary Consent

A voluntary consent to the termination of parental rights can be withdrawn anytime within 10 days of giving voluntary consent. After 10 days, withdrawal can only be done with the Court's permission. The Court shall give permission only if it finds that it is in the best interest of the child to do so.

Section 6. Effect of Termination of Parental Rights

If a parent's rights are terminated, they no longer have any right to the child or any responsibility for that child and parental rights are completely severed, unless otherwise provided by Tribal Court Order. If the Court provides for anything less than completely terminated parental rights, the Court shall be very specific. For example, the Court may specifically allow parental participation in specific tribal ceremonies in relation to the child.

Section 7. Tribal Membership Status

Termination of parental rights shall not affect the minor's tribal membership status, nor the child's rights or privileges as an Alaska Native whether written or unwritten, nor shall it affect the jurisdiction of the Tetlin Tribal Court over the child.

CHAPTER 4

ADOPTION

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Section 1. Beginning a Case

Any person who desires to adopt another person may request that the Tetlin Tribal Court consider the matter by filing a Petition to use the Tribal Court. The Court shall consider what is in the best interest of the child in all cases, but shall hold the general policy that Native children be adopted by Native parents.

Section 2. Contents of Adoption Petition

The Petition to use the Tribal Court shall provide the following information:

- A. The name, address and age of the person to be adopted; and
- B. The names and addresses, if known, of the person's biological parents and any custodians of the person; and
- C. The names and addresses of any other person or Tribe with an interest in the adoption proceeding or in the person to be adopted; and

- D. Whether the Petitioner has reason to believe that the biological parents of the person to be adopted oppose the adoption; and
- E. If the person to be adopted is a minor child, the facts which make the petitioner believe that the best interest of the child to be adopted require that an adoption Order be issued by the Court; and
- F. A statement of which tribe(s) the person to be adopted is a member or with which tribe(s) the person to be adopted is eligible for membership. If the person to be adopted is a minor child, this statement should include facts that indicate that the Tetlin Tribe is the tribe with the most significant contacts with the child; and
- G. The name the Petitioner(s) intends to give the child after the adoption; and
- H. Whether the child has any property and if so, what that property is; and
- I. Any relationship between the Petitioner(s) and the child; and
- J. Where the Petitioner(s) was born and their present age and occupation.

Section 3. Homestudy

The Court may Order a homestudy completed for the proposed adoptive home. The Petitioner(s) may be required to pay costs involved in the homestudy. The homestudy shall include an evaluation of the home for all of the factors for determining the best interest of the child and anything else the Court requires. If the Court has appointed a guardian ad litem to look after the best interest of the child, the homestudy shall state

what recommendation the guardian ad litem makes regarding the granting of the Adoption Order.

Section 4. Adoption Hearing and Adoption Order

The Court shall set a hearing date within a reasonable length of time after a Petition is filed. After proper notification and hearing according to procedures set forth in Title 1, Chapter 13 of this Code, the Court may issue an adoption Order. The Court shall award the adoption Order if it finds the following things:

- A. The biological parents have consented to the adoption or have had their parental rights terminated in Tribal Court or the Court of any other jurisdiction or are unavailable to consent to the adoption; and
- B. If the person to be adopted is over the age of 14 years and he or she consents to the adoption; and
- C. If the person to be adopted is a minor child, the Court finds that it is in the child's best interest as defined in Chapter 1, Section 3 of this Title, to be adopted by the Petitioner(s).

Section 5. Visitation

The Court may require that persons with whom the child has emotional or blood ties shall have visitation with the child. Information concerning visitation shall be incorporated into the adoption Order.

Section 6. Effect of Adoption Order

The Tetlin Tribal Court adoption Order creates the relationship of parent and child between the Petitioner(s) and the adopted person.

CHAPTER 5

CHILD CUSTODY

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Section 1. Beginning a Case

If there is a dispute over custody of a child, the matter may be brought in front of the Tetlin Tribal Court by any person who desires custody of a child. A child custody case shall be started by filing a Petition to use the Tribal Court .

Section 2. Contents of Child Custody Petition

The Petition shall provide the following information:

1. The name, address and age of the child; and
2. The names and addresses of the child's parents and any custodians of the child; and
3. The names and addresses of any other person or tribe with an interest in the child; and
4. The reason the Petitioner is requesting custody of the child; and

5. The facts that make the Petitioner believe that the best interest of the child require that a custody Order be issued by the Court; and
6. A statement of which tribe(s) the child is a member or with which tribe(s) the child is eligible for membership. This statement should include facts that indicate that the Tetlin Tribe is the tribe with the most significant contacts with the child.

Section 3. Temporary Custody Hearing and Order

- A. After the Court determines that it has jurisdiction to hear and decide the case, the Court may hold a temporary custody hearing in cases where it will take considerable time to hold a custody hearing. Before holding the temporary custody hearing, the Court must first attempt to notify the parties by telling them of the hearing in-person, by phone call, or by issuing a Notice to Appear form to the parent(s), custodian, or guardian of the child.
- B. At the temporary custody hearing, all parties shall have an opportunity to present evidence and question witnesses. After the hearing is completed, the Court may issue a temporary custody Order giving a particular person or persons temporary physical custody of the child until a custody hearing is held.
- C. Unless it is shown to be harmful to the child, the child shall have reasonable equal access to both parents during the duration of the temporary custody Order. The temporary custody Order may also set out a reasonable visitation schedule for a person or persons.

- D. The temporary custody Order may be enforced by any adult tribal member designated by the Tribal Court. The Court may also direct a designated person to investigate the facts contained in a Petition, or for any other purpose required by this Code.

Section 4. Custody Hearing

- A. After a temporary custody Order is issued by the Court, the Court shall set a custody hearing within 30 days of the temporary custody hearing. The parties may agree to have the hearing held at a later date. The Court may set a hearing at a later date if good cause is shown.
- B. The purpose of the custody hearing is to make a decision about who should have custody of the child, and what visitation, if any, should be awarded for those persons who do not have custody.
- C. At the hearing, all parties shall have the opportunity to present evidence and question witnesses.
- D. After the hearing is completed, the Court shall make a decision as to who should have custody and what, if any, visitation should be awarded. In making this decision, the Court shall consider all factors defining the best interest of the child in Chapter 1, Section 3 of this Title. The best interest of the child shall be considered above all else.

Section 5. Custody Order

- A. After the custody hearing, the Court may Order that:

1. A party or parties be given legal and physical custody of a child; or
 2. That a party not given physical custody be given specified visitation with the child; or
 3. That a party not be given custody of a child.
- B. The Court may also order a parent to pay child support to the child's custodian, and may take into account the parent's ability to contribute in cash or in goods, and also the child's needs.

Section 6. Change of Custody Order

Any person may request that an award of custody of a child or visitation with a child may be modified by filing a Petition to use the Tribal Court form. If, after a hearing, the Court determines that the change would be in the best interest of the child, the change shall be made through a new custody Order.

CHAPTER 6

DOMESTIC VIOLENCE

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Attachments: Domestic Violence Forms

Section 1. Definition of Domestic Violence

Domestic violence means assault, threats of violence, or physical, sexual, or mental abuse of a person when the victim is a spouse, a former spouse, an extended family member, a boyfriend or girlfriend, a child of any of these persons or a member of the social unit made up of those living together in the same dwelling as the victim or perpetrator.

Section 2. Cooperative Enforcement of Protective Orders

In accordance with the full faith and credit provision of the Violence Against Women Act, 18 U.S.C. Section 2265, the Tetlin Tribal Court shall forward a copy of any active Protective Orders to the statewide protection order registry for enforcement of such orders outside the Village of Tetlin. Such orders shall be filed with a Certification of

Protective Order form. Any valid Protective order issued by the State of Alaska, another state, or another tribe shall be accorded full faith and credit by the Tetlin Tribal Court.

Section 3. Beginning a Case

A person who has been subjected to domestic violence as defined in Chapter 1, Section 4 of this Title, or any person who has knowledge of domestic violence committed against a person who is unable or unwilling to Petition the Court, may request a domestic violence Protective Order from the Tribal Court. The person must first file a Petition to use the Tribal Court form.

Section 4. Contents of the Petition to Use the Tribal Court

In domestic violence cases, the Petition shall contain the following information:

1. The name, address and age of the person to be protected; and
2. The names and addresses if known of the person's custodians, if any; and
3. The names and addresses of any other person or tribe with an interest in the domestic violence proceeding; and
4. Whether the Petitioner is the victim or whether some other person is the victim, and if so, the Petitioner's relationship to the person to be protected; and
5. The facts that make it necessary for the person to be protected; and
6. The relief requested by the Petitioner.

Section 5. Emergency Hearing - Temporary Protective Order

The Court may hold an emergency hearing, and if the Court finds that the victim has been subjected to domestic violence, it may grant a Temporary Protective Order under this Section without written or oral notice to the Respondent so long as it appears that there is a substantial likelihood of immediate danger from the Respondent to the health, safety, or welfare of the victim or a member of his or her household from the Respondent and an attempt has been made by the Petitioner to notify the Respondent of the hearing. This Temporary Protective Order shall remain in effect until a regular hearing is held unless modified upon request of the Petitioner, Respondent or victim.

Section 6. Hearing

A hearing shall be held within 20 days of the granting of an Temporary Protective Order. Notice shall be provided of this hearing to the Respondent. If the Court finds at the decision hearing that the Order should be extended because there is a likelihood of substantial or immediate danger from the respondent to the victim, then the Court may extend the Temporary Protective Order for 90 days or less.

Section 7. Protective Order

At either the emergency hearing or the hearing, the Court may decide that the Protective Order contain any of the following:

1. Banishment of the Respondent;
2. That the Respondent be restrained from committing domestic violence against the victim;

3. That the Respondent move out of the home of the victim;
 4. That the Respondent not communicate directly or indirectly with the victim (this may include no telephone calls, letters, or in-person contact, depending upon the Court's Order);
 5. An award of temporary custody of the minor child(ren);
 6. That a Respondent pay support to a victim or for a minor child in the care of the victim if the Respondent has a legal obligation to support the child;
 7. That the Respondent pay medical or other expenses of the victim that resulted from domestic violence by the Respondent;
 8. That the Respondent engage in personal or family counseling; or substance-abuse counseling or treatment; or
 9. That the Respondent stay away from a motor vehicle or boat owned or in the possession of the victim.
-
10. That the Respondent stay away from a victim who is boarding a boat, aircraft, or any other motor vehicle.

A Protective Order granted at a hearing shall be in effect for 90 days from the date of the hearing. The Order may be extended upon request of the Petitioner or victim, and after another hearing is held indicating that it is necessary to extend the Order to protect the victim or a person residing with the victim.

Section 8. Dissolving or Modifying a Protective Order

If the Petitioner or victim later wishes to dismiss or change an existing Protective Order in any way, he or she must file a Petition to use the Tribal Court form specifically requesting the change. The Tribal Court shall then hear and rule on the requested change in a timely manner upon notifying all parties.

Section 9. Violation of a Protective Order

If the Respondent violates any part of the Protective Order, he or she shall be charged with contempt of court and subject to penalties as the Court decides.

Section 10. Rights of Victims of Domestic Violence

A victim of domestic violence is entitled to but not limited to the right to:

1. Be informed of all hearing dates
2. Be present at all hearings of the Tribal Court on the matter
3. Advise the Court on conditions required to ensure their safety
4. Receive restitution for losses sustained as the direct result of the domestic violence

CHAPTER 7

MARRIAGES

Section 1. Tribal Policy

pg. 116

Section 2. Procedure for Tribal Marriages

pg. 116

Section 1. Tribal Policy

It is the policy of the Tetlin Tribe to uphold the validity of marriages whenever possible. The Tribal Court shall recognize the validity of any marriage performed under the law of the jurisdiction where it was performed.

Section 2. Procedure for Tribal Marriages

Persons wishing to be married by the Tetlin Tribal Court shall file a Petition to use the Tribal Court form. Marriages performed by the Tetlin Tribal Court are subject to the following requirements:

- A. Both parties must be at least 18 years of age, or provide evidence of written consent by their parents or legal guardians. If there are two parents or legal guardians, both must consent if their child is under 18.
- B. A filing fee of \$50 must be paid to the Tetlin Tribal Court, or the Court must waive the fee upon a finding that both parties are destitute.
- C. Both parties must attest that they are not currently married.
- D. Marriages conducted by the Tetlin Tribal Court are a privilege and not a right. The Court shall have discretion to decline to perform a marriage for any reason,

including if the Tribal Court finds that the marriage is inconsistent with the custom law of the Tetlin Tribe.

E. Following the marriage, the Court shall issue a marriage license.

CHAPTER 8

DIVORCES AND ANNULMENTS

Section 1. Divorces

pg. 118

Section 2. Annulments

pg. 118

Section 1. Divorces

Divorce proceedings shall begin with a filing of a Petition to use the Tribal Court. The Court may hear the case or dismiss a Petition where it finds that it lacks necessary personal or subject matter jurisdiction, or where it finds that the action is otherwise inconsistent with Tetlin Tribal law. The Court shall have the option to issue any Order that it finds appropriate, including, but not limited to the following:

- A. Where the Court finds that it has jurisdiction to dissolve a marriage, but lacks jurisdiction to adjudicate property rights, it may issue such an Order and proceed accordingly.

- B. Where the Court finds that as a matter of comity to another jurisdiction, it should refrain from ruling on all or a part of the requested relief in a Petition for divorce, it may issue an Order setting forth its decision, and proceed accordingly.

Section 2. Annulments

Persons wishing to have a marriage annulled may bring the matter before the Tribal Court by filing a Petition to use the Tribal Court . A marriage performed by the Tribal Court may be annulled where the Tribal Court finds any of the following grounds:

- A. The marriage was the result of fraud or duress.

- B. One of the parties was of unsound mind at the time of the marriage.
- C. There was failure to consummate the marriage.
- D. The marriage violated any applicable written law or any unwritten custom law of the Tetlin Tribe.

CHAPTER 9

NAME CHANGES

Section 1. Order of Name Change

The Tetlin Tribal Court shall have authority to issue an Order changing the legal name of a party or the child of a party. Persons wishing a name change shall begin the proceeding by filing a Petition to use the Tribal Court. It is up to the discretion of the Court to proceed with the name change or not. The Court may charge the Petitioner to use the Court for name change purposes.

Chapter 10

Protection for the Elders and Vulnerable Adults of the Tetlin Tribe

Section 1. Policy, Purpose, and Enforcement	pg. 121
Section 2. Application of this Ordinance	pg. 122
Section 3. Definitions	pg. 122
Section 4. Duty to Report Abuse of an Elder	pg. 124
Section 5. Immunity for Reporting and Confidentiality	pg. 125
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Section 8. Elder Protective Services and Placements	pg. 127
Section 9. Emergencies	pg. 127
Section 10. Rights of Elders, Their Families, and Caretakers	pg. 128

Section 1. Policy, Purpose, and Enforcement

- A. **Policy:** It is the traditional way of the Tetlin Tribe to honor and respect the Tribal Elders. The Elders of the Tetlin Tribe are valuable resources as they are our custodians of tribal history, culture and tradition. Thus, it is in the best interest of and serves the welfare of the Tetlin Tribe to protect tribal Elders. It is also in the best interest of the Tribe to protect vulnerable tribal members.
- B. **Purpose:** The purpose of this Ordinance is to protect Elders and vulnerable adults within the jurisdiction of the Tetlin Tribe from abuse as defined in this Ordinance. This Ordinance shall be liberally interpreted in order to achieve its purpose. This Ordinance provides for:

1. Reporting abuse or neglect to the Tribal Court;
2. Receiving reports of and investigating suspected abuse or neglect;
3. Delivering Elder protection services and protection services to any other vulnerable adult.

C. **Enforcement:** The Tetlin Tribal Court shall be the primary enforcer of this Ordinance, provided that the Tetlin Tribal Court may enter into agreements with other courts of competent jurisdiction for enforcement when circumstances warrant such cooperation.

Section 2. Application of this Ordinance

This Ordinance is civil in nature. This Ordinance applies to Tribal Elders and to any adult tribal member of the Tetlin Tribe should circumstances as defined by this Ordinance warrant. Any section or portion thereof containing the word "Elder" shall be liberally construed to include and mean or other "vulnerable adult" as defined by Section 3 of this Ordinance.

Section 3. Definitions

In this Ordinance the following words shall have these meanings:

"Abuse" is intentional or negligent infliction of bodily injury, sexual or emotional abuse, unauthorized and/or improper use of funds, property or other resources of an Elder, neglect, unreasonable confinement, intimidation or cruel punishment of an Elder

resulting in physical harm or pain or mental anguish by any person, including anyone who has a special relationship with the Elder such as a spouse, a child, or other relative recognized by the Tribal Council as a caretaker. Abuse is also interfering with delivery of necessary services and resources, failing to report abuse or neglect of an Elder by any person, and failing to provide services or resources essential to the Elder's practice of his customs, traditions, or religion.

"Elder" Is a senior citizen of the Tetlin Tribe who is recognized as such by the Tetlin Tribe.

"Incapacity" is the current inability or functional inability of a person to sufficiently understand, make, and communicate responsible decisions about himself as a result of mental illness, mental deficiency, physical illness or disability, or chronic use of drugs or liquor, and to understand the consequences of any such decision. Incapacity may vary in degree and duration and shall not be determined solely on the basis of age.

"Protective Placement" is the placement of an Elder in a hospital, nursing home, residential care facility, or with a different Native family or person in the Village, or transfer of the Elder from one such institution to another with the Elder's consent or appropriate legal authority.

"Protective Services" are services provided to an Elder with the Elder's consent or with appropriate legal authority and include, but are not limited to, social case work, psychiatric and health evaluation, home care, day care, legal assistance, social services, health care, case management, guardianship, conservatorship, and other services consistent with this Ordinance. It does not include protective placement.

"Reporter" is someone who notifies the Tetlin Tribal Court of a suspected abuse of an Elder or vulnerable adult.

“Retaliation” is threatening a reporter of Elder abuse or the reporter’s family in any way, causing bodily harm to the reporter or the reporter’s family, causing the reporter or any of the reporter’s family to be reprimanded by an employer, terminated from a job, suspended from general assistance, or damaging the reporter’s or the reporter’s family’s real or personal property in any way.

“Vulnerable adults” are those persons over 18 who are mentally or physically incapacitated by physical conditions or by drug or alcohol induced conditions.

Section 4. Duty to Report Abuse of an Elder

Failure to report cases of suspected abuse or neglect of an Elder or vulnerable adult is a violation against the Tetlin Tribe and subject to fine under Section 6 of this Ordinance. The following people are required to report cases of suspected abuse or neglect of an Elder to the Tetlin Tribal Court.

1. The Elder’s family or caretaker,
2. Any tribal employee including the Tribal Administrator and Tribal Family Youth Specialist and Village Public Safety Officer,
3. Any tribal elected official,
4. Any employee of a tribally-owned business, even if not managed by the Tribe,
5. The Village Health Aide,
6. Any medical doctor or dentist, nurse, physicians assistant, human services worker, or Elder service provider,
7. Any person or agency or employee of such agency with a fiduciary duty to the Elder such as a lawyer, accountant, financial institution, property manager, or conservator,

8. Any person who has good reason to suspect that an Elder had been or is being abused or neglected.

Section 5. Immunity for Reporting and Confidentiality

A person who in good faith reports suspected abuse or neglect of an Elder is immune from any civil or criminal suit based on that person's report. The name of a reporter who reports abuse as required by this Ordinance is confidential and shall not be released to any person unless the reporter consents to the release because it would be necessary to protect the Elder. No evidentiary privilege except for the attorney-client privilege may be raised as a justifiable defense or reason for failing to report suspected Elder abuse or for testifying as required by this Ordinance.

Section 6. Failure to Report, Bad Faith Reports, and Penalty for Retaliation

Any person who is required by this Ordinance to report suspected Elder abuse and fails to do so is subject to a fine of up to \$500.00 if found guilty by the Tetlin Tribal Court. Any person who makes a report of suspected Elder abuse knowing it to be false is subject to a fine of up to \$500.00 if found guilty by the Tetlin Tribal Court. If a person retaliates for the reporting of a suspected case of Elder abuse, the Tetlin Tribal Court may utilize the full range of sentencing options at its discretion.

Section 7. Procedures for Petition, Investigation, Notice and Hearing

The Tetlin Tribal Court shall determine whether Elder abuse has occurred. The determination shall be made only after petition of suspected abuse is filed, an investigation takes place, notice of a hearing is given to all parties, a Tetlin Tribal Court hearing is held, and the Court finds proof that is clear and convincing. However, the Court may act in emergency situations to protect the Elder without a petition,

investigation, notice, and hearing when it receives clear and convincing evidence that an Elder is in immediate danger either in writing or orally.

A. Petition: The Tetlin Tribal Court shall receive reports of Elder abuse by the filing of a petition and shall assign investigators to work with the reporter within 24 hours. Reporters shall file a petition to the Tetlin Tribal Court containing the following information:

1. The name of the reporter,
2. The name and location of the Elder,
3. The suspected conditions of abuse, and
4. Any other facts the petitioner believes will assist the Court.

B. Investigation: Investigators, who are appointed the Tetlin Tribal Court, shall gather information and file a report with the Court containing the following information:

1. The Elder's name, address or location, telephone number;
2. The name, address or location, telephone number of the person(s) who is suspected of abusing the Elder;
3. The nature and degree of incapacity of the Elder;
4. The name, address or location, telephone number of witnesses;
5. The name, address or location, telephone number of the Elder's caretaker;
6. A description of the acts which are complained of as abusive; and
7. Any other information that the investigators believes might be helpful in establishing abuse.

C. Notice and hearing: Notice and hearing procedures shall be the same for suspected Elder abuse cases as they are for other Tetlin Tribal Court Cases.

Section 8. Elder Protective Services and Placements

A. Funding of Protective Placements and Services: Protective services or protective placements shall be provided on either a voluntary or involuntary basis. Such services and placements shall be provided subject to available funding and resources and only as determined necessary by the Tetlin Tribal Court. The Elder, and where appropriate the Elder's family, if able to do so, shall pay for all or part of the costs of services or placement provided to them.

B. Voluntary Placements and Protective Services: Protective services or placements may be provided on a voluntary basis by the Tetlin Tribal Court when requested by any abused Elder and the Court finds the Elder to be in need of such services or placement. The Court shall act on such petitions within 10 days. These services or placements shall be provided in the manner least restrictive to the Elder's liberty and rights consistent with the Elder's welfare and needs. Such services and placements shall be provided subject to available funding and resources and only as determined necessary by the Tetlin Tribal Council. The Council shall develop a written plan for the delivery of Elder protection services.

C. Involuntary Protective Placement and Services: Upon an Order of the Tetlin Tribal Court, involuntary protective services or placement shall be provided to any Elder who is incapacitated or who is abused.

Section 9. Emergencies

A. The Tetlin Tribal Court may act without going through the process outlined in Section 7 when emergency circumstances exist. The Court shall issue an emergency

protection order authorizing protective services or protective placement on an emergency basis upon receiving clear and convincing evidence that an Elder:

1. is at risk of immediate physical harm,
2. is incapacitated and cannot consent to protective services, or
3. an emergency exists

B. The emergency protection order shall be issued for a maximum of 30 days and shall specify the emergency services to be provided, by whom the services shall be provided, and any other relevant information to the existing emergency.

C. The Tetlin Tribal Court may authorize a forcible entry to enforce the emergency protection order after attempts to gain voluntary access to the Elder have failed.

Section 10. Rights of Elders, Their Families and Caretakers

A. An Elder, the Elder's family, and caretakers shall be informed about an Elder abuse investigation before it begins unless an emergency exists.

B. An Elder, the Elder's family, or caretaker may refuse to allow an investigator into their home. In this situation, the investigator may seek a warrant for forcible entry before entering the home.

C. The Elder, Elder's family and caretaker have the right to attend any proceeding pertaining to the determination of the Elder's situation.

D. The Elder, Elder's family and caretaker have the right, at their own expense, to seek independent medical, psychological, or psychiatric evaluation of the Elder. These

records shall be released to the Tetlin Tribal Court if the Elder or caretaker wants the Court to consider such evaluations.

Chapter 11

Tribal Foster Home Licensing

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Attachments: Foster Home Licensing Forms

Section 1. Purpose

The purpose of this Chapter is to insure the best and safest quality of care for the children of the Tribe who are placed in foster homes.

Section 2. Specific Authorization

A. The Tribal Court may approve or disapprove the licensing of foster homes and may also approve state licensing of foster homes for children. The Tribal Court may also revoke tribal foster home licenses for good cause.

B. The Tribal Court may authorize designees to act on behalf of the Court. Such authorization shall be specific in terms of who may act in place of the Court and what their specific authorization is. Designees shall report actions to the Court at a minimum of once a month.

Section 3. Qualifications of Foster Parents and Others in the Household

A. A foster parent must demonstrate that he or she is a responsible, stable, and emotionally mature individual of reputable character who uses sound judgment.

B. A foster parent must have sufficient income or resources, that may include subsistence, to maintain an adequate community standard of living for his or her own family, independent of standard foster care payments.

C. All members of the household must be free from contagious communicable disease, and other serious physical and mental health problems including abuse of children, domestic violence, and excessive use of alcohol or other drugs to the extent that it causes personal or family problems or is detrimental to the health and well-being

of the children in care. A foster parent shall, upon request, provide references from a health or mental health professional attesting to the individual's freedom from these conditions and the individual's capacity to provide care.

D. Foster parents not residing in Tetlin must have at least two personal or community references to attest to their character and ability to successfully care for children. Any other adult living in the home must also provide two positive personal references.

E. The Tribal Court may waive the requirement of references if the foster parents have lived in Tetlin, and if the Court members feel that they adequately know the foster parent. If the foster parents live in Tetlin, they do not need to provide references unless requested to do so by the Tribal Court.

F. The Tribal Court shall review tribal and any state provided child and dependent adult protection records, previous foster care records, and local, state and federal law enforcement arrest and conviction records for all adult members of the household. To carry out this review, the applicant's signature on the application constitutes consent for the Tribe's review of these records. If the review shows a conviction of a crime of violence that poses a risk of harm to a child, the foster home license may be denied or revoked.

Section 4. Responsibilities of Foster Parents

A. A foster parent shall participate with the Court or involved agency (e.g. Tribal Council or State of Alaska DFYS or other social service agency) in the development of the child's placement plan, and in defining specific areas in which the foster parent can provide therapeutic parenting.

B. A foster parent must demonstrate respect for the foster child's own family and shall work with the child's family members as indicated in the child's placement plan.

C. A foster parent shall treat foster children fairly and equally with their own children.

D. A foster parent shall maintain confidentiality of information about a foster child and the child's family. No foster parent may disclose information concerning a foster child when not consistent with the placement plan.

E. No member of a foster home may physically abuse, sexually abuse, emotionally abuse, financial abuse, or neglect a child or allow these acts to occur.

Section 5. Training

Except under an emergency license, foster parents shall complete a foster care orientation approved by the Tribal Court.

Section 6. Supervision of Children

A. A foster parent shall ensure that the child shall receive responsible supervision appropriate to the child's age and stage of maturity.

B. A foster parent shall within reason, prevent exposure of the child to individuals and situations known to be a danger.

C. A foster parent shall request approval from the Tribal Court and any involved agency at least 30 days in advance of any planned trips for the child outside of the state.

Section 7. Discipline

A. A foster parent shall train and discipline children with kindness and understanding. A foster parent shall establish clear, consistent, and realistic expectations and limits of behavior.

B. A foster parent may not allow a child in care to be:

1. subjected to verbal abuse, to derogatory remarks about himself or herself or members of the child's family, or to threats to expel the child from the foster home; or
2. deprived of family contacts, meals, or mail as a method of discipline; or
3. placed in a locked room; or
4. punished through use of corporal punishment; or
5. punished for bedwetting or actions in regard to toilet training; or
6. physically restrained except to protect infants from accident or except when necessary to protect the child from inflicting injury to himself or herself or another, and then mechanical restraints may not be used; or
7. denied or required to participate in religious services as a form of discipline, or
8. Any disciplinary action as deemed as inappropriate by the Tribal Court.

Section 8. Foster Children's Work, Income, and Conservatorship

A. A foster parent shall give a child in care the opportunity to learn responsibility for household duties or chores appropriate to the child's age, health, and ability. A foster

parent shall ensure that the duties or chores are shared evenly with other children of the foster home, and do not interfere with school, health, and necessary recreation.

B. A foster parent shall consider money earned, dividends, money received as a gift or received as an allowance by a child as the child's personal property, provided that dividends may be put in a trust fund for the child until the child reaches 18.

C. The Court may act as or appoint a conservator to protect the financial interest of a child who is placed in foster care.

Section 9. Religious, Cultural and Ethnic Heritage

A. A foster parent shall recognize, encourage, and support the religious beliefs, ethnic and cultural heritage, and language of a child's birth parents.

B. A foster parent shall respect the expressed religious preference of the birth parents for their child.

Section 10. Nutrition

A. A foster parent shall provide food to the child in such quantity and variety as to satisfy the child's appetite and also provide for essential nutrition and dietary needs. Where possible, the foster parent shall provide the traditional foods for the child.

B. A foster parent may not prohibit a child from having local Native foods provided by the child's family, unless it is determined to be medically inadvisable by the child's health care provider. If a child is prohibited from having Native foods, the Court shall be informed of both the prohibition and the reason for the prohibition.

Section 11. Clothing, Personal Belongings, and Appearance

- A. A foster parent shall provide each foster child with his or her own clean, fitting, attractive, seasonal clothing appropriate to age, sex, and individual needs.
- B. A foster parent shall permit the foster child to participate in the selection of clothing insofar as the choice relates to the child's age and development.
- C. A foster parent shall allow the foster child to bring and acquire personal belongings.

Section 12. Health

- A. A foster parent shall ensure that each foster child receives a medical examination and is provided continuing medical and dental services as needed and authorized by the Tribal Court and involved agency.
- B. A foster parent shall ensure that each foster child three years of age or older is given a dental examination at least once a year by a licensed dentist and provided treatment as needed.
- C. A foster parent shall ensure that each foster child is given immunizations appropriate to the child's age.

Section 13. Reports

- A. A foster parent shall report within 24 hours to the Tribal Court and any involved agency the following incidents when they occur in, or are related to, the foster home:

1. the death of any child living in the home;
2. attempted or threatened suicide by any child living in the home;
3. a serious illness or accident to a foster child;
4. information that a foster child has been abused or neglected whether in or outside the foster home;
5. A foster child's unapproved absence from the home for six or more hours;
6. an emergency absence of a foster parent for a period of 24 hours or longer;
7. a criminal investigation of a foster parent or other members in the foster home; and
8. a fire or other disaster.
9. if a child is involved in any illegal activity.
10. any incident where the child is severely distressed or seriously depressed
11. that a child has become pregnant.

B. A foster parent providing foster care shall report to the Tribal Court and any involved agency the event of a permanent departure of an adult member of the household.

C. If the foster home family plans to move from their home, a foster parent must notify the Tribal Court and any involved agency as soon as possible, but no later than 30 days before the planned move.

Section 14. Foster Home Construction and Maintenance

A foster parent shall ensure that the foster home is arranged and maintained to provide adequately for the health and safety of all occupants. It must be large enough to provide sufficient space for both the family and the foster children, and be furnished and equipped to accommodate them comfortably in keeping with community standards.

Section 15. Sleeping Arrangements

A foster parent shall provide adequate sleeping space for the children in the home.

Section 16. Fire Safety

A. A foster home must be determined to be free of unreasonable fire hazards. A designee of the Tribal Court shall inspect the home prior to licensing to determine whether the home is in compliance with this Section. The home must contain one fully charged dry chemical 2 A:10 BC fire extinguisher strategically located on each level of the home.

B. All flammable liquids and hazardous substances shall be properly stored in foster homes.

C. A foster parent must have heating appliances that are not placed or located in sleeping quarters during sleeping hours or in exit ways or corridors at any time. They must be vented to the outside to discharge smoke and combustion gases, if the appliances are fuel burning.

D. A foster parent shall ensure that a foster home has:

1. one or more smoke detection devices; the devices must be strategically located, operational, and monitored battery or AC primary powered;
2. at least two exits remote from each other providing unobstructed exit to the outside of the building.
3. developed an evacuation plan and the child understands the procedures.

Section 17. Environmental Health and Safety

The foster home shall be environmentally healthy and safe prior to licensing. A designee of the Court shall inspect the home prior to licensing to determine whether the home is safe and free of hazards that can cause injury or diseases. Adequate ventilation is required if smoking occurs in a foster home. A foster parent shall ensure that firearms are unloaded and stored in a secured place reasonably inaccessible to all children, and that ammunition is stored separately in a secured place, reasonably inaccessible to children. Any keys to secured storage of firearms, trigger guards, and ammunition are to be on the foster parent's person or reasonably secure from children.

Section 18. Application

- A. An applicant shall use a form provided by the Tribal Court to apply for a child foster home license.
- B. If the household is headed by two adults acting as head of the household, both shall apply together for the foster home license.
- C. It is up to the discretion of the Tribal Court to issue a tribal foster home license.

Section 19. Licenses

- A. The Tribal Court may issue a license, deny a license, or revoke a license.
- B. Licenses are applicable for a 2 year period with a review required at the 1 year mark. Licenses may be renewed by the Tribal Court.

Section 20. Waiver of Requirements

- A. The Court may waive any requirement of this Chapter if an alternative method of satisfying the intent of the requirement is consistent with community, ethnic and cultural standards and the safety and well being of children are not endangered.

- B. A waiver granted under this Section is effective for the time the license is in effect or for a shorter period set by the Court and may be renewed.

Section 21. Complaint Investigations

The Tribal Court shall investigate complaints and allegations of noncompliance with these licensing provisions and issue a report of findings to the foster home. The Court shall report to the State any report of harm to a child and may participate in a joint investigation.



TITLE 4 : HEALTH AND SAFETY

CHAPTER 1

GENERAL PROVISIONS

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Section 1. Purpose

The purpose of this Title is to provide a safe, healthy environment for the people of Tetlin.

Section 2. Implementation and Enforcement of Title 4

The Tetlin Tribal Council shall regulate the implementation of this Title and the Tetlin Tribal Court shall enforce the provisions of this Title in situations where it becomes necessary.

Section 3. Definitions

"Vehicle" means any motorized vehicle for use on land, in water, or in the air.

"Hazardous Materials" means any material, product, chemical element, compound or mixture that when improperly stored, used released or disposed of, may adversely impact human health or the environment.

"Village Site" means the lands underneath the immediate Tetlin Village area.

CHAPTER 2

ANIMAL CONTROL

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Section 5. Disposal of Dead Animals	pg. 144
Section 6. Enforcement	pg. 145

Section 1. Loose Dogs

Dogs over the age of three months shall not be allowed to run loose within the Village site. The owners of any loose dogs shall be liable for any injuries caused by such loose dogs or for any damages to Village or personal property by such loose dogs.

Section 2. Pet Dogs

All owners are responsible for the health and welfare of their dogs. Pet dogs shall be kept under control by their owners at all times. Dogs over the age of three months shall be kept tied up or otherwise confined when not under the owners direct control. The owners of any pet dogs are responsible for any injuries inflicted by such pet dogs or for any damages to Village or personal property caused by such pet dogs. All pet dogs shall be vaccinated against the rabies virus at the required intervals.

Section 3. Destroying of Domestic Animals

Any dog or other pets that are allowed to run loose, or are neglected, or abandoned, or that are being a nuisance or menace to lives and property may be destroyed at the direction of the Tribal Council.

Section 4. Animal Bites and Rabies

- A. A domestic animal that bites an individual shall be confined by its owner for 10 days and watched for signs of rabies even if the animal has a documented, current rabies vaccination. Any wolf-hybrid dog that bites a human shall be destroyed and its head submitted to the state virology lab for analysis.

- B. Any animal suspected of being rabid that is not privately owned shall be destroyed and the head sent to the state virology lab for analysis. Any privately owned animal that is suspected of being rabid may be destroyed at the discretion of the Tribal Council. If the animal is not destroyed, it shall be quarantined in a secure manner at the expense of the owner until it is determined that the animal is rabies free.

- C. In any case where an animal is suspected of being rabid, the Office of Environmental Health or Health Aide shall be notified immediately.

Section 5. Disposal of Dead Animals

Disposal of dead animals will be done by removing them to the Village solid waste disposal site at a specific area designed to accommodate animal carcasses, or may be dealt with in a customary fashion. All owners are responsible for the disposal of their own dead animals. All other dead animals shall be disposed of by the person who so dispatched such animals. No dead animals shall be left in the Village proper so as to create a health hazard to the people.

Section 6. Enforcement

All complaints concerning any part of this Chapter shall be made to the Tribal Council for investigation. The Council may turn cases over to the Tetlin Tribal Court for enforcement. The Tribal Court shall take such necessary action to protect the lives and property of the people in

the Village. Confiscation of property, fines, and restitution may be imposed for the violation of this ordinance.

CHAPTER 3
DISPOSAL OF VEHICLES AND ABANDONED
VEHICLES

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Section 3. Enforcement	pg. 146

Section 1. Disposal of Vehicles

Vehicles shall be disposed of in an area designated by the Tribal Council. It is a violation to dispose of vehicles in any public place other than the designated area. Batteries shall be removed and all fluids drained and taken to an approved collection site in accordance with state and federal regulation prior to disposition of vehicles. Penalty for disposing of vehicles in public places other than in the designated area shall not exceed \$500. Additionally, the person or persons who abandoned the vehicle shall be required to move the vehicle to the designated area or pay for the cost of moving the vehicle and may be required to pay restitution for any personal or property damage.

Section 2. Abandoned Vehicles on Private Property

Abandoned cars on private property that are a threat to the safety of the residents of the Village shall be moved to the designated area for disposal of vehicles at the owners expense.

Section 3. Enforcement

For violations of this ordinance, the Tetlin Tribal Council shall deliver or mail a 15 day notice to respond back to the Council on the alleged violation. If the Council receives no response, a second notice giving the person or party 10 days to respond shall be delivered or mailed. If

there is no satisfactory response to these notices, the case shall be turned over to the Tetlin Tribal Court to set a hearing date with notification to the defendant.

CHAPTER 4

NUISANCES

Section 1. Violation

- A. Any Village resident or tenant (permanent or temporary) on land under the jurisdiction of the Tetlin Tribe, who allows his or her property to fall into a condition that endangers the safety, health, comfort, or property of other Village residents shall be guilty of creating a nuisance.

- B. Complaints under this Chapter shall be filed with the Tribal Council for investigation. The Council shall deliver or mail a notice to the offender allowing 15 days to respond. If the offender fails to respond within 15 days of receiving the notice, the Council shall issue a second notice allowing 10 days to respond. If the Tribal Council determines that the property owner is at fault, the Tribal Council shall request the owner to correct the problem within a reasonable time as determined by the Council. If the property owner does not comply with the request of the Tribal Council, the Tribal Council shall turn the matter over to the Tribal Court for enforcement. In addition to being fined by the Tribal Court, the property owner may be required to pay restitution to anyone who is injured on their property.

CHAPTER 5 FIREWORKS

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Section 1. Regulation of Use

- A. The Tribal Council shall have the authority to regulate the use of fireworks in the Village. The Council may prohibit the use of fireworks in the Village entirely if fire hazard conditions exist. The Council may limit the type of fireworks allowed in the Village and may limit when and where fireworks may be used.

- B. All children under the age of 10 must be supervised by an adult, 18 years or older, when using any type of fireworks.

Section 2. Sale

- A. The sale of fireworks in the Village shall be unlawful unless the person has a valid Tribal fireworks license. Licenses will only be issued to persons over the age of 21. Persons wishing to receive a Tribal fireworks license shall apply to the Tribal Council. The application shall provide at least the following information:
 - 1. Name
 - 2. Address
 - 3. Telephone number
 - 4. When and where fireworks will be sold
 - 5. A complete inventory of fireworks to be sold

- B. Licenses shall be issued by and at the sole discretion of the Council. Any person whose application is denied shall be notified of such action with a statement of the reasons for the denial.
- C. The cost of a fireworks license shall be \$25.00.
- D. The Council may require bonding or liability insurance.
- E. The Council shall not be liable for harm to people or property involved in the sale or use of fireworks.

Section 3. Violation

Any person using fireworks in an unsafe manner may be subject to fine. Violation of Tribal Council regulation of fireworks or any other part of this chapter shall be enforced by the Tribal Court. The Court may order fines, community work sentences, and/or restitution for damages caused by fireworks.

CHAPTER 6

ENVIRONMENTAL CONTROL

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Section 7. Water Quality of the Natural Waterways	pg. 155

Section 1. Solid Waste

- A. A solid waste disposal site which meets the standards established by the Alaska Department of Environmental Conservation shall be provided for the use of Village residents by the Tribal Council. All household refuse shall be disposed of in the solid waste disposal site, except that combustible materials may be burned in household burn barrels and hazardous waste shall be disposed of in approved collection sites in accordance with state and federal regulation.
- B. In order to reduce the risk of disease transmission and injuries associated with improper disposal of solid waste, the operation and maintenance of the sanitary landfill shall follow these guidelines:
1. The landfill working surface shall be kept to as small as practical.
 2. Trenches shall be dug perpendicular to the prevailing winds and not exceed 8 feet deep. Excavated soil shall be stockpiled for future use as a cover material.

3. Separate trenches shall be provided for household wastes, liquid wastes and animal remains.
4. Operational cover shall be applied to the compacted solid waste once a month. All animal remains and liquid waste should be covered immediately after disposal.
5. Signs may be posted stating, "No Roadside Dumping". Directional signs may be provided advising the public of appropriate dumping locations.
6. A durable security fence, complete with locking gate, shall be provided to reduce paper scatter, limit public access to the area and to prevent access to the site by wildlife.
7. Burning of material at the solid waste disposal site shall be confined and controlled, and physically supervised during the duration of such burning.

C. Abandoning trash anywhere except in the designated solid waste disposal site is a violation. Persons convicted of dumping outside of the designated solid waste disposal site may be fined or sentenced to community service in addition to being required to properly dispose of abandoned trash.

Section 2. Littering

It is a violation to litter in the Village site and on all land and waterways under the jurisdiction of the Tetlin Tribe. Litter and waste materials that are not burned shall be brought back from picnic and camping areas and disposed of in the solid waste disposal site. Penalties shall increase for the number of violations of this Ordinance.

Section 3. Burn Barrels

Individual burn barrels are permitted for residential use, however, the Council reserves the right to regulate their use.

Section 4. Hazardous Waste

No material that is flammable, corrosive, reactive (explosive), toxic or otherwise considered hazardous by the Alaska Department of Environmental Conservation shall be disposed of at the solid waste disposal site. Hazardous wastes or materials shall be disposed of at approved collection sites in accordance with federal and state guidelines. In addition to being fined by the Tribal Court for violating this Ordinance, persons who dispose of hazardous waste in an unapproved manner shall be responsible for the clean up cost and may be turned over to State and Federal authorities.

Section 5. Hazardous Materials

A. No commercial or governmental transporter may transport hazardous material or waste through, store upon, or use on land under the jurisdiction of the Tetlin Tribe without prior notification and approval of the Tribal Council. Commercial or governmental transporters who obtain Council approval to transport, store, or use such materials within the jurisdiction of the Tetlin Tribe shall provide the Council with the following information:

1. What and how much hazardous material is being brought into the boundaries of the Tribe; and
2. How and where the material will be used or stored; and
3. When the material will be within the Tribal boundaries; and

4. The plan for handling a spill of the hazardous material.

B. The Tetlin Tribal Council may impose fines and require clean-up and restitution for any spills of hazardous materials on any land under the jurisdiction of the Tetlin Tribe.

Section 6. Outhouses and Human Waste

A. In order to reduce the risk of disease transmission through poor maintenance of outhouses, Village residents shall build and maintain outhouses in a fashion that is safe and shall comply with the following:

1. All outhouses shall be constructed a minimum of 100 feet from any private water supply system and 200 feet from any community water supply system.

2. All outhouse pits that become filled to within 18 inches of the top of the ground or that are no longer in use shall be disinfected by pouring household bleach into the pit, then filled in with soil and compacted.

B. The Tribal Council may pass additional recommendations for outhouse construction, maintenance, and use. Complaints about hazardous outhouses shall be made to the Tribal Council. The Tribal Council shall investigate, or appoint someone to investigate the complaint. If a person fails to comply with this outhouse Ordinance after the investigation, the Tribal Council shall turn the matter over to the Tribal Court for enforcement. The Tribal Court may order fines, community work sentences, and/or restitution for damages caused by a hazardous outhouse and costs associated with removal and clean-up.

C. All human waste shall be disposed of in a safe and healthy manner.

Section 7. Water Quality of Natural Waterways Within the Territorial Boundaries of the Tetlin Tribe

The classification of the waterways within the territorial boundaries of the Tetlin Tribe shall be the most stringent under the classification system of the Alaska Department of Environmental Conservation in order to protect the natural water quality.



TITLE 5 : LAND MANAGEMENT

CHAPTER 1

GENERAL PROVISIONS

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Section 1. Purpose and Intentions

The land in and surrounding Tetlin is the heart and lifeline for the Tetlin Tribe. The ordinances in this Title are intended to provide guidelines for wise use of this tribal resource, to give the tribal membership knowledge about land policies, decisions, and actions, and to allow participation by tribal members in tribal land decisions. Overall, the land is to be protected for multiple uses by future generations while establishing an organized system for current land uses through a balance between protecting land for subsistence and developing land for economic development projects. All tribal administrative decisions involving Tetlin land shall be determined by what is in the best interest of the Tribe.

Section 2. Tribal Council Powers in Land Management and Tribal Rights

The Tetlin Tribe has the rights and powers in the acquisition, ownership, sale, or any disposition of interest of real property in any manner not prohibited by applicable law and found to be in the best interest of the Tetlin Tribe. The Tetlin Tribal Council has the

authority to act on behalf of the Tribe in land management except that no lands or interests in lands owned by the Tribe may be sold, or leased for more than a 10 year period, or otherwise disposed of without an affirmative vote of at least 60% of the qualified tribal voters. However, this restriction shall not prohibit the Tribal Council from establishing and administering a tribal land assignment program.

Section 3. Invalid Transactions

A transaction that attempts the sale, lease, acquisition or assignment of tribally owned land shall be void under any of the following conditions, but not limited to the following conditions:

- A. The transaction does not follow the procedures contained in these ordinances, or
- B. A tribal official or relative of a tribal official personally receives anything of value in exchange for the transaction beyond what any other tribal member might receive, or
- C. The transaction violates any applicable federal, state, or tribal law, regulation, or contract provision governing an applicable state, federal, or tribal grant or contract.

Section 4. Definitions

For the purpose of this Title, the following words shall have these meanings:

"Tribal Members" means people enrolled in the Tetlin Tribe.

"Best interest of the Village" means that the Tribal Council shall determine what is in the best interest of the Village by majority vote of the full Council, under specific guidelines that may be provided by these ordinances.

"Tribe" means the Tetlin Tribe.

CHAPTER 2

ACQUISITION OF LAND

Section 1. Purpose

pg. 158

Section 2. Procedures

pg. 158

Section 1. Purpose

The Tribe's major purposes in acquiring new lands shall be to provide land resources for subsistence, residential use, tribal business uses, and to provide land protection for future generations.

Section 2. Procedures

- A. In acquiring land, the Council may seek advice from the Elders, community residents, and appropriate outside sources. All acquisitions of land shall be approved by a resolution passed by a majority vote of the full Tribal Council.

- B. Unless otherwise directed by the Tribal Council, the Chief is authorized to negotiate the terms of acquisitions. The terms of acquisition are subject to final approval by the Council.

- C. For all acquisitions of land the Tribal Council shall determine that acquiring the land is in the best interest of the Village.

- D. Any paperwork that is necessary for the acquisition of land shall be signed by the Chief and attested by the Secretary/Treasurer and notarized.

CHAPTER 3

LAND USE PLANNING

Section 1. Purpose

pg. 159

Section 2. Procedure

pg. 159

Section 1. Purpose

Good management of land is essential to the social, cultural, and economic well being of the Village of Tetlin. All activities on land within the territorial boundaries of the Tetlin Tribe shall be consistent with the Tetlin Land Use Plan.

Section 2. Procedure

Land use planning will be done by the following procedure:

1. The Tribal Council shall appoint a planning team to develop a land use plan. The planning team shall be an advisory team to the Tribal Council. The Council shall have final approval authority of any land use plans. The Council may appoint Corporation members to the team along with members of the Tribal Council and/or Village members at large.

2. The planning team shall begin development of a land use plan by holding one or more scoping meetings with the Village residents. Based on the scoping meetings, the planning team shall write general goals, determined by Village input, for the plan. When a draft land use plan is completed, the planning team shall hold a public meeting in the Village to gather public comment. The team shall wait at least 14 days after that meeting for further public comment. The team shall consider public comment and incorporate

it into the plan if the team believes the comments to be appropriate. All comments shall be kept by tape recording or writing.

3. Classifications for land use may include but are not limited to the following: residential, commercial, recreation, customary and traditional use, religious and burial use, right-of-ways and resource development.
4. After the public comment period ends, and the planning team has taken the public's comments into consideration, the planning team shall present the plan to the Tribal Council for consideration.
5. The Tribal Council may seek advice on the proposed plan from the Elders. The Elders may decide how the advice is given. The Tribal Council shall approve or disapprove the plan in full by a majority vote of the full Council, or may approve the plan in part by a majority vote of the Council. If the plan is approved only in part, the controversial part of the plan shall be returned to the planning team for reconsideration. The planning team shall resubmit that portion of the plan to the Tribal Council within 30 days after the Council vote.
6. Proposed amendments to the land use plan may be brought to the attention of the Tribal Council by any Tribal member. The proposals shall be discussed at a regular session of an open Council meeting after public notice with the proposed amendment has been posted in the Village for at least 20 days. The proposed amendment shall be discussed by the Tribal Council and any tribal member shall have an opportunity to address the Council on the proposed amendment at that time. The Tribal Council shall approve or disapprove the amendment by majority vote of the full Council.

CHAPTER 4

Tribal Land Assignment for Residential Use Ordinance

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Section 1. Authority and Purpose

The purpose of this Ordinance is to state in writing the residential land use custom, practice, and policy of the Tetlin Tribe, as implemented under the inherent sovereign authority of our Tribe and in accordance with the Tetlin IRA Constitution and Tetlin Code of Ordinances. This Ordinance intends to clarify the management practices of the Tribe in regard to the assignment of tribally owned land to individual members of the Tribe.

The title to land assigned under this Ordinance shall remain in the name of the Tetlin Tribe. Persons receiving land assignments shall have only residential rights to the land as defined in Section 2 of this Ordinance.

Tribally owned lots are a valuable but limited tribal resource. Lots shall only be assigned to persons qualified for tribal membership who need residential land, who reside on the land, and who intend to continue their residency in the Village of Tetlin. Tribally owned lots are not intended for occasional use by tribal members. An affirmative vote by a minimum of 6 out of 7 council members is required to approve land assignments.

Section 2. Definitions

"Assignable land" means land owned by the Tetlin Tribe to be used for residential purposes on a permanent basis and does not include temporary residential use.

"Assignee" means a successful applicant for assignable land.

"Certificate of Assignment" means the document issued by the Council to an assignee to demonstrate ownership of the assignment.

"Council" means the governing body of the Tetlin Tribe, also called the 'Tetlin Tribal Council' and the 'Tribal Council' in this Ordinance.

"Qualified Tribal member" means any person who qualifies for membership in the Tetlin Tribe as defined by the IRA Constitution of the Native Village of Tetlin and as clarified by the Tetlin Membership and Enrollment Ordinance.

"Residential use" means the construction and occupying of homes, outhouses, sheds, fences, dog yards, and other structures for residential use. Home-based

businesses shall be allowed on assigned lots provided that such businesses do not endanger the health and safety of village residents.

Section 3. Priorities for Issuing Land Assignments

Tribally owned land is a valuable but limited tribal resource. The Council is not obligated to assign land unless there is a genuine need as determined by the Council. Land assignments shall be issued based on the following priorities:

1. First priority shall be given to tribal members with existing homes on assignable land at the time of adoption of this Ordinance. Once assignments are issued to tribal members with existing homes on assignable land, qualified heirs have a top priority for assignments willed to them.
2. Second priority shall be given to tribal members who do not own land in or around Tetlin, who are "ready to build a home," and who are "committed to reside in the Village." "Ready to build a home" means that person has the means to begin to build a home within one year. "Committed to reside in the Village" means that the person is a well established resident of the Village. The Council may require an affidavit of intent to reside in the Village.
3. Third priority shall be given to tribal members who own land in or around Tetlin but have good reason for not using the land they own, and who are ready to build a home, and who are committed to reside in the Village. In these cases, the Council shall make a determination of whether or not to issue a land assignment.

Section 4. Persons Eligible for Assignment

- A. Assignments shall only be made to individual tribal members or married couples who are 18 years of age or older, who have constructed or are ready to begin construction of a home, who have a genuine need for residential land, and who are committed to reside on Tetlin land. Assignments may also be made to qualified individuals who have inherited assignments.
- B. In the event that there are more than one person who have applied for and who qualify for a specific lot, the Tribal Council shall make the determination. If two tribal members have equal qualifications for a lot, the determination shall be made by lottery.
- C. In the event that there is already a home on a lot, tribal applicants for the assignment shall be considered according to need for such a home as determined by the Council.

Section 5. Length of Assignments

- A. Tribal land assignments shall last for the lifetime of the assignees unless the person or couple relinquishes it or violates the terms of this Ordinance at the time the assignment was made or under the terms of future amendments to this Ordinance.
- B. Tribal land assignments may be terminated when the assignee is permanently banished from the Village by the Tribal Court for behavior that is harmful to the health and safety of the residents.

- C. Buildings on terminated assignments fall under the provisions of Section 7 of this Ordinance.
- D. The Council may permit individuals who do not qualify for land assignments to live on tribal land under temporary circumstances. Such arrangements shall not be considered land assignments but shall be considered on an individual basis and shall not interfere with tribal members' access to tribal land for land assignments.

Section 6. Use of Property

- A. Tribal land assignments shall be used only for permanent homesites and residential use as defined in Section 2 of this Ordinance.
- B. Public right-of-ways across land assignments as identified at the time the assignment is made shall remain unobstructed for their specified uses.
- C. Persons with land assignments must live on the property. Exceptions to this are given for the following temporary leave of absences:
 - 1. Educational or vocational training
 - 2. Military service
 - 3. Extended illness
 - 4. Temporary employment
- D. Persons holding a land assignment must notify the Tribal Council in writing if they are absent from the Village for more than 2 years with their plans for returning.
- E. Assignees away from the Village for the reasons listed in C of this Section may temporarily rent their homes on assigned land during their absence.

Section 7. Ownership of Improvements on the Property

- A. Buildings constructed on land assignments are the personal property of assignees who construct them. If the land assignment is terminated, terminated assignees are responsible for removing any personal property they may want, or, any personal property the Council wants removed. If such improvements are not removed within 1 year, such improvements shall become the property of the Tribe unless another arrangement is made as approved by Council resolution. If the Council removes such property, the assignee shall be responsible for removal costs.
- B. Buildings voluntarily or involuntarily relinquished to the Tetlin Tribe may be granted to a new tribal assignee through a well defined and understood lease-purchase arrangement.
- C. Buildings that the Council may acquire may be rented without making a land assignment at a fee determined at the time the rental agreement is made. Rental agreements shall be made in writing. Rental fees may be adjusted biannually for inflation. Renters shall be liable for damages which they cause to rented property.
- D. A written agreement may be made between an assignee who wishes to relinquish his or her assignment and the Council for selling improvements to either the Council or to another qualified assignee provided that the Council approves such an agreement. If the Council approves, a new Certificate of Assignment shall be issued.

Section 8. Inheritance of an Assignment

- A. Certificates of Assignments shall have a statement of inheritance that must be completed by the assignee and notarized. The person or persons named in the

statement of inheritance shall be qualified tribal members who intend to live on the assigned land according to the provisions of this Ordinance. The statement of inheritance on the Certificate of Assignment shall supersede any other wills or statements of inheritance the deceased may have that concern the land assignment. Eligible adult heirs to the assignment shall have 2 years to request that the Council reassign the land to them. Such request shall be automatically approved. The type and term of the heir's assignment shall be subject to the same provisions as the original assignee. Any improvements on the land willed under the provisions of this Ordinance shall transfer with the land rights.

- B. If the person named on the assignee's will portion of the Certificate of Assignment is a minor, their rights to the assignment shall be maintained through their guardian until they reach the age of 18. If the guardian and minor do not live on the land until the minor reaches 18, an agreement between the guardian and the Council shall be made to determine what happens on the assignment until the minor reaches 18. In the event that there is no guardian for a minor child, the Council shall protect the inheritance rights of the child until the child reaches the age of 18. If the Council rents the property out, a trust fund shall be established to deposit rental money for the minor child, provided that the Council shall allocate a minimum of 20% of the proceeds for maintenance of the property and may reserve a reasonable fee for property management.
- C. In the event that the statement of inheritance or the assignee's personal will does not name a person who qualifies for the assignment at the time of the assignee's death, the Tribal Council shall reassign the assignment based on the following priority list:
1. First priority is the surviving spouse if the spouse is qualified for tribal membership.

2. If the surviving spouse is not qualified for tribal membership, the Council shall have the power to terminate the assignment and reassign the land if there are no minor children who qualify for membership, or, allow the non-member surviving spouse to continue living on the assignment. In this case, the land assignment shall remain in the deceased spouse's name until the surviving spouse no longer lives on the assignment.
3. If a member who has a land assignment dies leaving no spouse, the assignment shall be reassigned to surviving children provided that they meet the eligibility requirements of this Ordinance. In case of a dispute, the Council shall decide which, if any, eligible child shall receive the assignment according to need. If the needs are equal, the decision shall be made by lottery. If the surviving children are under 18, the guardian of the children may live on the assignment for the benefit of the child. If the guardian and child do not choose to live on the assigned land, a written agreement between the guardian and the Council shall be made to determine what happens on the assignment until the minor reaches 18.
4. If a person with a land assignment dies without specifying a qualified heir and has no relatives who qualify for the land assignment, the assignment automatically terminates.

Section 9. Relinquishment of Assignment and Divorce

- A. **Relinquishment:** A person or persons holding an assignment may give it back to the Tribe at any time by signing a written, notarized statement to that effect and filing it with the Tribal Council. By signing a written, notarized statement, the person or persons give up all their rights and interest in the assignment and any

improvements on the land as of the date specified in the statement, provided that a written agreement for purchase may be made between the assignee and the Council. If there is no date specified on the statement, the relinquishment is effective 90 days after the statement is received by the Council. Spouses may not relinquish for each other except in cases where the Tetlin Tribal Court has declared a person incompetent to make such a decision.

- B. **Divorce:** In the event of a divorce of a couple who jointly hold a land assignment, the Tetlin Tribal Council shall make a determination as to what should happen to the assignment. The Council may reissue the assignment to the man or to the woman, or may allow the divorcing couple to enter into an agreement to sell the assets to a third party, provided that the third party is a tribal member and the agreement is approved by the Council.

Section 10. Exchanges, Transfers, Leases or Sale of Assignments

- A. No person shall exchange or transfer his or her assignment to another person without the prior written approval of the Tribal Council. A person may only transfer an assignment to a person who is eligible to receive an assignment under this Ordinance.
- B. Persons wishing to exchange or transfer their assignments may do so only to qualified tribal members and shall request permission from the Tribal Council in writing, stating the reasons the exchange or transfer is desired. The Council has the authority to grant or deny the request based on what is in the best interest of the Tribe. If the request for exchange or transfer is approved, a new Certificate of Assignment shall be issued in the appropriate name or names.
- C. Except for the provisions of Section 7 of this Ordinance, assignees shall not be permitted to lease, sell, or mortgage their land assignments for consideration,

provided that assignees may rent homes if absent for reasons listed in Section 6(B) of this Ordinance.

Section 11. Procedure for Applying for Assignment of Land

- A. A person or married couple who wishes to have a tribal land assignment shall apply in writing to the Tetlin Tribal Council. The request shall be filed with the Council and shall contain the name of the persons applying, shall describe the lot desired, and shall contain a statement from the applicant that the applicant is ready to construct a home on the lot if there is none. It shall also state that the applicant fully intends to reside in Tetlin.

- B. Within 60 days after receiving a written request for an assignment, the Council shall notify the applicant or applicants of the date that they may appear before the Council to discuss their eligibility for an assignment and their proposed plans for its use. The Council then has 30 days to decide whether or not to assign the parcel and shall notify the applicants in writing. Prior to issuing a Certificate of Assignment, the Council shall make a written determination that no other person has a higher priority for the assignment. If the Council denies the request, it shall inform the applicant in writing of the reasons for the denial.

Section 12. Land Assignment Fees and Land Holding Fee

- A. A one time application fee of \$50 shall be charged to assignees. The money shall be paid prior to receiving the Certificate of Assignment and shall be non-refundable. The Council shall not issue a Certificate of Assignment until the \$50 fee has been paid.

- B. The Tribal Council reserves the right to raise the application fee or to charge a reasonable monthly or annual fee for all assignments, provided that prior to

implementing or adjusting such fees, the matter is referred to the tribal voters. An affirmative vote of 60% of the Tribe's qualified voters shall be required to charge fees or to adjust charges for land assignments.

- C. The Council shall have the option of allowing a tribal member to reserve a piece of land for their future use. There shall be a \$250 dollar per year fee for holding land for a future land assignment, plus the party shall be required to have such a parcel surveyed. If the party fails to pay the \$250 dollars or fails to survey the lot, the Council maintains a right to terminate the agreement without any compensation to the holder. All agreements under this provision shall be in writing and shall not be considered land assignments.

Section 13. Records

- A. The Tribal Administrator, or other person as designated by the Council, shall keep a complete record of all action taken by the Council on all applications for assignments of tribal lands, including:
 - 1. A copy of the Certificate of Assignment
 - 2. The Council's resolution approving the assignment
 - 3. Any special terms of occupancy
- B. An affirmative vote of 6 Council members is required to approve assignments.
- C. The Certificate of Assignment shall be signed by at least 6 Council after approval of the assignment by Council resolution.
- D. A new Certificate of Assignment shall be issued any time an assignment is reassigned, including reassignments that result from death, divorce, moving from the Village, exchanges or transfers, relinquishment , and revocation.

- E. A complete record of assignments shall be maintained in the Council files. The records shall indicate the status of each parcel of assignable land and describe improvements on the land. The records shall be open for inspection by members of the Tribe. Other persons may inspect the records for limited purposes if specifically authorized by the Council.

Section 14. Revocation of Assignments

- A. The Tribal Council, by an affirmative vote of at least 6, shall have the power to revoke any assignment from any person who is violating the provisions of this Ordinance. The Council shall also have the power to revoke a land assignment as stipulated as part of a Tribal Court Order that permanently banishes the assignee for behavior that endangers public health and safety.
- B. Whenever an assignment is subject to being revoked, the Tribal Council shall notify the holder of the assignment in writing by certified mail, return receipt requested. The notice shall state the reason for the proposed action and shall inform the person that he or she may file a written request to appear in person or telephonically before the Council and present evidence as to why the assignment should not be revoked. The written request must be filed with the Tribal Administrator within 60 days after receiving notice from the Council. If the Council receives such a request, it shall notify the person of the date and time he or she is to appear before the Council.
- C. If the holder of the assignment to be revoked appears before the Council, the Council shall make its decision within 30 days after such appearance. If the holder of the assignment in question does not request to appear before the Council, the Council shall notify the holder of the affected assignment of its decision and the reasons for the decision.

- D. After a person is gone from the Village for 2 years and has not contacted the Council, the Council may review the case at an open Council meeting and send notice of the Council's intent to terminate the assignment to the absent person. The person has 90 days to respond to the notice after receipt of the notice. If the person has not responded at the end of 90 days, the Council may terminate the assignment.

- E. If the person cannot be located after a reasonable search by the Council, the assignment may be terminated.

Section 15. Advisory Board

The Council may establish an advisory board consisting of adult tribal members to assist in making decisions regarding tribal land assignments. All final decisions, however, shall be made by the Tetlin Tribal Council.

Section 16. Disclaimer and Sovereign Immunity

The Tribal Council and individual members do not guarantee and hereby disclaim that any tribal land is fit for residential use. Furthermore, the Council and Council members shall be held harmless by the respective assignee from any action arising from this Ordinance. Nothing in this Ordinance should be construed as waiving the Council's immunity from suit, or creating any right of action against the Council or its individual members.



TITLE 6 : NATURAL AND CULTURAL RESOURCES

CHAPTER 1 GENERAL PROVISIONS

Section 1. Purpose

The purpose of this Title is to provide guidelines for wise and continued use of the natural and cultural resources within the jurisdiction of the Tetlin Tribe, to reduce conflicts over natural resource use, and to preserve the cultural heritage of our Tribe.

CHAPTER 2

ARTIFACTS AND HUMAN REMAINS

Section 1. Purpose	pg. 176
Section 2. Artifacts	pg. 176
Section 3. Human Remains	pg. 176

Section 1. Purpose

The purpose of this Chapter is to preserve the culture, heritage, and traditions of the Native people of Tetlin.

Section 2. Artifacts

No person shall enter the jurisdiction of the Tetlin Tribe for the purpose of buying, trading for, soliciting the purchase of, or otherwise seeking to arrange the removal of artifacts without first requesting and obtaining permission to do so from the Tetlin Tribal Council.

Section 3. Human Remains

No person shall enter the jurisdiction of the Tetlin Tribe for the purpose of buying, trading for, soliciting the purchase of, or otherwise seeking to arrange the removal of human remains without first requesting and obtaining permission to do so from the Tetlin Tribal Council. If descendants of the persons whose human remains are in question can be determined, the Council shall not make any decisions in regards to those remains against the descendants wishes.

CHAPTER 3

RELIGIOUS USE OF WILDLIFE

Section 1. Purpose	pg. 177
Section 2. Authorization	pg. 177
Section 3. Regulation	pg. 177
Section 4. Photos and Video Taping	pg. 177

Section 1. Purpose

The purpose of this Chapter is to protect the culture of the Tetlin people through the controlled use of wildlife resources used for religious purposes and customs of traditional ceremonies.

Section 2. Authorization

Wild game shall be taken for use during ceremonial and memorial potlatches under the inherent authority of the Tetlin Tribe. The Tribal Council shall have the authority to terminate hunts when sufficient game has been obtained for purposes of potlatches.

Section 3. Regulation

Taking of wildlife for use during ceremonial and memorial potlatches shall be regulated by the customary and traditional practices of the Tribe.

Section 4. Photos and Video Taping

Photos and video taping may not take place during traditional cultural ceremonies without the express permission of the Tetlin Tribal Council.

CHAPTER 4

FOREST MANAGEMENT

Section 1. Tribal Policy	pg. 178
Section 2. Forest Fires	pg. 178
Section 3. Fire Suppression Plan	pg. 178

Section 1. Tribal Policy

The Tribal policy in land development is to balance current economic development needs with land protection for the future generations. Any forestry development and all contracts for forestry development on Tetlin lands must first be approved by the Tetlin Tribal Council. Developers shall provide the Council with detailed development plans at regular intervals. In general, the Council shall have first priority for contracts for forestry development projects and the Tetlin Native Corporation shall have second priority. Forestry projects shall not occur on customary and traditional use areas as defined by the Tetlin Land Use Plan developed under the procedures outlined in Title 5, Chapter 3 of this Code.

Section 2. Forest Fires

The Council shall have the authority to make decisions regarding emergency activities when forest fires occur on Tetlin's land. The Chief may make decisions by Executive Order if a quorum of the Council is not immediately available when a crisis is occurring.

Section 3. Fire Suppression Plan

A fire suppression plan shall be developed in conjunction with the Tetlin Land Use Plan.

Chapter 5

Research on the Tetlin Tribe and Land

Section 1. Purpose

pg. 179

Section 2. Research Requirements

pg. 179

Section 1. Purpose

The purpose of this ordinance is to protect the sacred knowledge and cultural property of the Tetlin Tribe.

Section 2. Research Requirements

Researchers on any topic involving the Tetlin people or land shall abide by the following rules:

1. No research on the Tetlin people or land shall be conducted without the express permission of the Tetlin Tribal Council.
2. The goals and time-frames of all research shall be reported to the Council as well as the data-gathering techniques and the positive and negative implications and impacts of the research.
3. Tribal members shall be involved through hiring and training in research projects to the maximum extent feasible.
4. Persons who are interviewed shall be compensated.

5. Researchers shall guarantee confidentiality of surveys and sensitive material.
6. Research cannot be used to represent the Tribe without Tribal Council approval.
7. Viewpoints of the Tetlin Tribe shall be included in final studies.
8. The results of all research shall be reported back to the Tetlin Tribal Council and copies of all research products provided to the Tribe.

Chapter 6

Fish and Game Regulation

Section 1. Regulation of Fish and Game

The Tetlin Tribe claims jurisdiction over the regulation of fish and wildlife within the Tetlin Indian country. The Tetlin Tribal Council shall undertake the development of fish and wildlife regulations. Until these regulations are developed and place, Tetlin hereby adopts by reference fish and wildlife seasons, bag limits, and methods and means promulgated by the Alaska State Board of Fish and Game and the Federal Subsistence Board. Such regulations shall be enforced by the Tetlin Tribal Court.



TITLE 7 : TRIBAL BUSINESS OPERATIONS

CHAPTER 1 GENERAL PROVISIONS FOR ALL TITLES

Section 1. Purpose

The economy of the Village of Tetlin is a blend of the subsistence economy and the cash economy, however, protecting the subsistence economy and cultural sites is a priority for the Tetlin Tribe. At the same time, it is the Tetlin Tribal Policy to encourage economic development that benefits Tetlin Tribal members and that does not jeopardize the subsistence and other cultural resources.

CHAPTER 2

TRIBAL EMPLOYMENT RIGHTS ORDINANCE - TERO

Section 1. Purpose and Authority	pg. 184
Section 2. Definitions	pg. 184
Section 3. Tribal Council Powers	pg. 186
Section 4. Native Employment Preference	pg. 188
Section 5. Employer Mandates	pg. 188
Section 6. Tribal Council Employment Procedures	pg. 189
Section 7. Complaint Procedures	pg. 190
Section 8. Penalties for Violation	pg. 191

Section 1. Purpose and Authority

The purpose of this Ordinance is to assist in and require the fair employment of Alaska Natives residing within the boundaries of the Tetlin Tribe and to prevent discrimination against Alaska Natives in the employment practices of those who employ within the boundaries of the Tetlin Tribe. In carrying out this purpose, the Tribal Council shall oversee employment rights according to this Ordinance. The Tribe exercises its authority to implement this Ordinance under its inherent sovereign powers and under authority specifically delegated by the U.S. Congress where applicable.

Section 2. Definitions

In this Chapter, the following words and phrases shall have the following meanings unless otherwise specified:

“Council” means the Tribal Council.

"Employer" means any person, company, contractor, subcontractor or other entity located or engaged in work within the Tetlin Tribal boundaries, employing two or more persons. However, the Council is excluded from the definition of employer and is not subject to this Tribal Employment Rights Ordinance.

"Engaged in work within the tribal boundaries" means an employer engaged in any portion of a business enterprise or specific project, contract or subcontract, when the employer or any of his employees spend a majority of their time performing work within the Tribal boundaries on a continuing basis.

"Other than permanent place of business" means an employer engaged in any portion of a business enterprise or specific project, contract, or subcontract, when the employer or any of his employees spend a majority of their time performing work within the Tribal boundaries on a continuing basis.

"Permanent place of business" means a business that is located in Tetlin on a year-to-year basis.

"Residing in or near" means persons who live in the village site or persons who live within a reasonable commuting distance from the village.

"TERO fee" means a fee collected by the Tribe from employers engaged in work within the tribal boundaries. The fee shall be used by the Tribe for employment services such as recruiting, screening, referral, compliance, and counseling. The fee shall be set according to the provisions of the Tetlin TERO Ordinance.

"Tribal boundaries" are those described in Title 1, Chapter 1, Section 4 of this Code.

“Tribal members” are those persons enrolled or who are eligible for enrollment into the Tetlin Tribe as defined in the Tetlin IRA Constitution and by the Tetlin Membership and Enrollment Ordinance.

Section 3. Tribal Council Powers

The Tribal Council shall have the following powers to implement this Ordinance:

- A. To delegate the specific oversight of the day-to-day implementation of this Ordinance. Such delegation shall be specific as to what authority is being delegated and to whom. Any person to whom TERO duties are assigned shall report back to the Council on a regular basis or upon a specific Council request.
- B. To take necessary action for fair implementation of this Ordinance including consulting with and making agreements with employers and conducting on-site inspections and investigations during working hours.
- C. To consult with the Tanana Chiefs Conference, Inc. TERO Officer regarding implementation and enforcement of this Ordinance.
- D. To discuss potential violations of this Ordinance among the Council and to negotiate with employers to correct the violation. If there is a person with delegated authority to handle the implementation of this Ordinance, that person shall be present at such negotiations. If this negotiation fails to result in a remedy satisfactory to the Council, the Council may refer the alleged violation to the Tetlin TERO Appellate Board which shall consist of 3 adult, resident tribal members who are randomly chosen. No TERO Appellate Board members shall be on the Tribal Council or be a party to an alleged violation.

- E. To obtain and disperse funding from federal and state employers, and other sources for employment management including TERO fees.
- F. To use the Council office as a tribal hiring hall and to require employers to use the hiring hall, when no other hiring agreement exists.
- G. To establish employment counseling programs to assist Natives in obtaining and retaining employment.
- H. To establish reasonable hiring goals that may include a minimum number of Natives an employer must hire according to qualifications.
- I. To enter into cooperative agreements with federal and state employment rights agencies to eliminate hiring discrimination against Natives.
- J. To require each employer to submit a compliance plan to the Council.
- K. To require employers to establish or participate in reasonable job training programs that will increase the number of Natives eligible for employment within the tribal boundaries.
- L. To require employers to submit reports on their employment practices to the Council.
- M. To require employers to give preference to tribal and other Native-owned businesses in the award of contracts and/or subcontracts, subject to Council approval.

Section 4. Native Employment Preference

- A. **Preference Hiring in General:** Preference for hiring, layoffs, promotions, and training shall be given to qualified persons according to the following prioritization:
1. To enrolled tribal members residing in or near Tetlin.
 2. To enrolled tribal members regardless of where they reside.
 3. To Native persons residing in or near Tetlin.
 4. To Native persons regardless of where they reside.
 5. To Non-Native persons married to tribal members.
 6. To Non-Native persons who reside in Tetlin.
- B. **Preference in Special Cases:** Preference when funding sources do not allow a tribal preference shall be given to Native people residing in or near Tetlin, and a second hiring priority shall be given to other Natives.

Section 5. Employer Mandates

- B. **Permanent Place of Business:** All employers engaging in work within the Tetlin Tribal boundaries as a permanent place of business shall give preference to Natives in hiring, recall, promotion, training and all other aspects of employment, contracting or subcontracting and must comply with this Ordinance in cooperation with the Tetlin Tribal government.
- C. **Other than Permanent Place of Business:** The Council shall conduct an employer conference with all employers engaging in work within the Tetlin Tribal boundaries other than as a permanent place of business, prior to the commencement of business within the tribal boundaries. The employer shall provide the Council with a list of all employee positions and identify whether the

positions are core employees. The Council shall approve the actual core supervision staff. The employer shall identify minimum qualifications for non-core employee positions. The employer shall prefer qualified Natives for employment in all non-core employee positions.

- D. **Discrimination:** Employers are restricted from using job qualification criteria or personnel requirements which bar Natives from employment unless such criteria is by business necessity.
- E. **Layoffs and Recalls:** In all layoffs, reductions in force, and recalls employers shall prefer to continue employment of Native employees according to the prioritization mandated by Section 4 of this Ordinance.
- F. **Notice of Employment:** Employers shall be responsible for advertising all employment openings by posting notification in public places designated by the Council.
- G. **TERO fees:** Employers may be subject to a TERO fee according to the provisions of the Tetlin TERO Fee Ordinance.

Section 6. Tribal Council Employment Procedures

- A. **List of Persons and Businesses:** The Council shall provide employers with a complete list of available qualified persons and businesses.
- B. **Notification to Employers:** The Council shall notify all employers who are presently operating within the Tribal boundaries, of this Ordinance and of their obligations to comply.

- C. **Union Agreement:** No collective bargaining agreement between the contractor and a union shall be interpreted to have the effect of limiting the applicability of and Indian preference provision herein. Enforcement of the union compliance with this Ordinance shall rest with the contractor.

- D. **On-site Inspections:** The Council shall have the right to make on-site inspections during regular working hours in order to monitor an employer's compliance with this Ordinance. The Council shall have the right to speak to workers and to conduct investigations on job sites. The Council shall have the right to inspect and copy all relevant records of any employer or any signatory union or contractor.

Section 7. Complaint Procedures

- A. For disputes that cannot be settled by negotiations between the Tetlin Tribal Council and the party in question, the Council and party shall establish a Tetlin TERO Appellate Board which shall consist of 3 adult, resident tribal members who are randomly chosen and who are not on the Council or parties to the Complaint:
 - 1. Complaints by the Council that an employer, contractor, subcontractor or union has failed to comply with this Ordinance.

 - 2. Complaints by an individual that an employer failed to comply with this Ordinance, implementations by the Council of this Ordinance, or that the person's employment rights have been violated.

 - 3. Complaints by an employer, union, or other individual that any provision of this Ordinance or implementation practice is contrary to tribal or federal law.

4. Requests by an individual employer, union, or the Council for reconsideration or a Tribal Court decision concerning compliance with this Ordinance.

B. **Burden of Proof:** In any hearing before the Tetlin TERO Appellate Board where there are issues of compliance by the employer of any of the requirements and provisions of this Ordinance, the burden of proof shall be on the employer rather than on the TERO Appellate Board, the Council, or Native employees.

C. **Reprisal:** Any harassment, action, discrimination or threat against any party because that party has filed a Complaint, opposed any unlawful employment practice, or testified, assisted or participated in any manner in an investigation or hearing involving an unlawful employment practice is in itself a violation, and is subject to penalties outlined in Section 8 of this Ordinance.

Section 8. Penalties for Violation

In the event of failed negotiations between the Tetlin Tribal Council and a party in question, a Tetlin TERO Appellate Board may be established by a joint effort of the Council and party, to hear a case and to make a determination as to what the remedy should be. The Board shall consist of 3 adult, resident tribal members who are randomly chosen. No TERO Appellate Board members shall be on the Tribal Council or be a party to an alleged violation. After a proper hearing which follows the tribal court procedures outlined in this Code, and, upon a finding of violation of this Ordinance, the Tetlin TERO Appellate Board may issue an Order requiring one or more of the following:

- (a) Suspending employer operations within the Tribal boundaries.
- (b) Paying back pay and damages to compensate an injured party.

- (c) Removing employees hired in violation of this Ordinance.
- (d) Imposing monetary civil penalties, not to exceed \$500 per day.
- (e) Prohibiting engagement in future operations within the tribal boundaries.
- (f) Requiring employment, promotion and training of Natives injured by the violation.
- (g) Making any other provision deemed by the Court or Council necessary to alleviate, eliminate and compensate for any violations.

CHAPTER 3

NATIVE PREFERENCE FOR CONTRACTING AND SUBCONTRACTING

Section 1. Purpose	pg. 193
Section 2. Application of this Chapter	pg. 193
Section 3. Definitions	pg. 194
Section 4. Native Contract and Subcontract Preference	pg. 194

Section 1. Purpose

The purpose of this Chapter is to mandate a preference of Native bidders on all contracts and subcontracts that take place within the Tribal boundaries.

Section 2. Application of this Chapter

The Native bidder preference applies to:

1. All contracts and subcontracts which are not direct federal and federally funded contracts; and,
2. All contracts which are federally funded; and,
3. All subcontracts on direct federal contracts which are for the benefit of Natives and which therefore are covered by Section 7(b) of the Indian Self-Determination Act (P.L. 93-638, 25 U.S.C. 450 E(b)).

Section 3. Definitions

In this Chapter, the following phrases have the following meaning unless otherwise specified:

"Native Contractor" means a contractor that is 51% or more Native owned and controlled. The Council reserves the right to require such proof as it deems necessary to substantiate that a firm actually is 51% or more owned and controlled.

"For the benefit of Natives" means work performed under a federal or federally funded contract for the benefit of Natives if the work provided to Natives are in addition to any incidental benefits which might occur to the general public.

"Prime and subcontractor" means that a prime contractor is the entity responsible for a project and the subcontractor is responsible for a contract let by a prime contractor or its subcontractors for supplies or work on prime contracts, regardless of tier.

Section 4. Native Contract and Subcontract Preference

Each entity, other than the Tetlin Tribe, operating within the Tetlin Tribal boundaries shall comply with these requirements when awarding prime contracts and/or subcontracts:

- A. If the party requesting bids has reason to believe that two or more qualified Native firms will bid, then the invitation for bids shall be restricted to qualified Native contractors and Indian organizations.

- B. If there are less than two qualified Native contractors bidding, the invitation for bids shall be open competition to Native and non-Native contractors alike.

In the case of A, the lowest bidding, qualified Native contractor shall be awarded the contract and/or the subcontract. In the case of B, the lowest bidding, qualified Native contractor shall be awarded if:

1. The lowest bidding, qualified Native contractor is within budgetary limits established for the specific project; and,
2. The lowest bidding, qualified Native contractor is not more than a fixed percentage higher than the total bid price of the lowest bid from other qualified bidders. The fixed percentage is determined as follows:

When the lowest bid in dollars is:

<u>At Least</u>	<u>But Less Than</u>	<u>Percentage of Bid</u>
000,000	100,000	10%
100,000	200,000	9%
200,000	300,000	8%
300,000	400,000	7%
400,000	500,000	6%
500,000	1 Million	5%
1 Million	2 Million	4%
2 Million	4 Million	3%
4 Million	7 Million	2%
7 Million	or more	1%

CHAPTER 4

TERO FEE ORDINANCE

Section 1. Purpose and Authority

pg. 196

Section 2. Employment Fee

pg. 196

Section 1. Purpose and Authority

The purpose of the Tetlin TERO Fee Ordinance is to provide operating capital for the Tetlin Tribal Government for the purposes of providing services to employers, tribal members, and village residents of Tetlin, in order to promote economic growth of the Tetlin Tribe. This Fee shall be utilized to fund employment services such as a skills bank, referrals and screening, as well as professional development training. Also, the TERO Fee supports capital improvements of tribal facilities, and, and to enhance the general well-being of the Tetlin Tribe. The Tetlin Tribal Council implements this TERO Fee Ordinance under the inherent sovereign powers of the Tribe and as permitted under Article IV of the IRA Constitution and By-Laws of the Native Village of Tetlin Alaska.

Section 2. Employment Fee

- A. **Permanent Employers:** Every permanent employer, excluding the Tetlin Tribal Government, engaged in work within the Tetlin Tribal boundaries shall pay a fee equivalent of 1/4 of 1% of the employer's annual payroll for employees within the Tetlin tribal boundaries, to the Tetlin Tribal Council.

- B. **Other than Permanent Employers:** All other than permanent employers, excluding the Tetlin Tribal Government, engaged in work within the Tetlin tribal boundaries and having a gross revenue of \$50,000.00 or more, shall pay the Tetlin Tribal Council an employment fee of 1% of the employer's annual payroll for employees within the Tetlin tribal boundaries.

APPENDIX A

MEMBERSHIP

AND

ENROLLMENT

FORMS

Tribal Enrollment Application

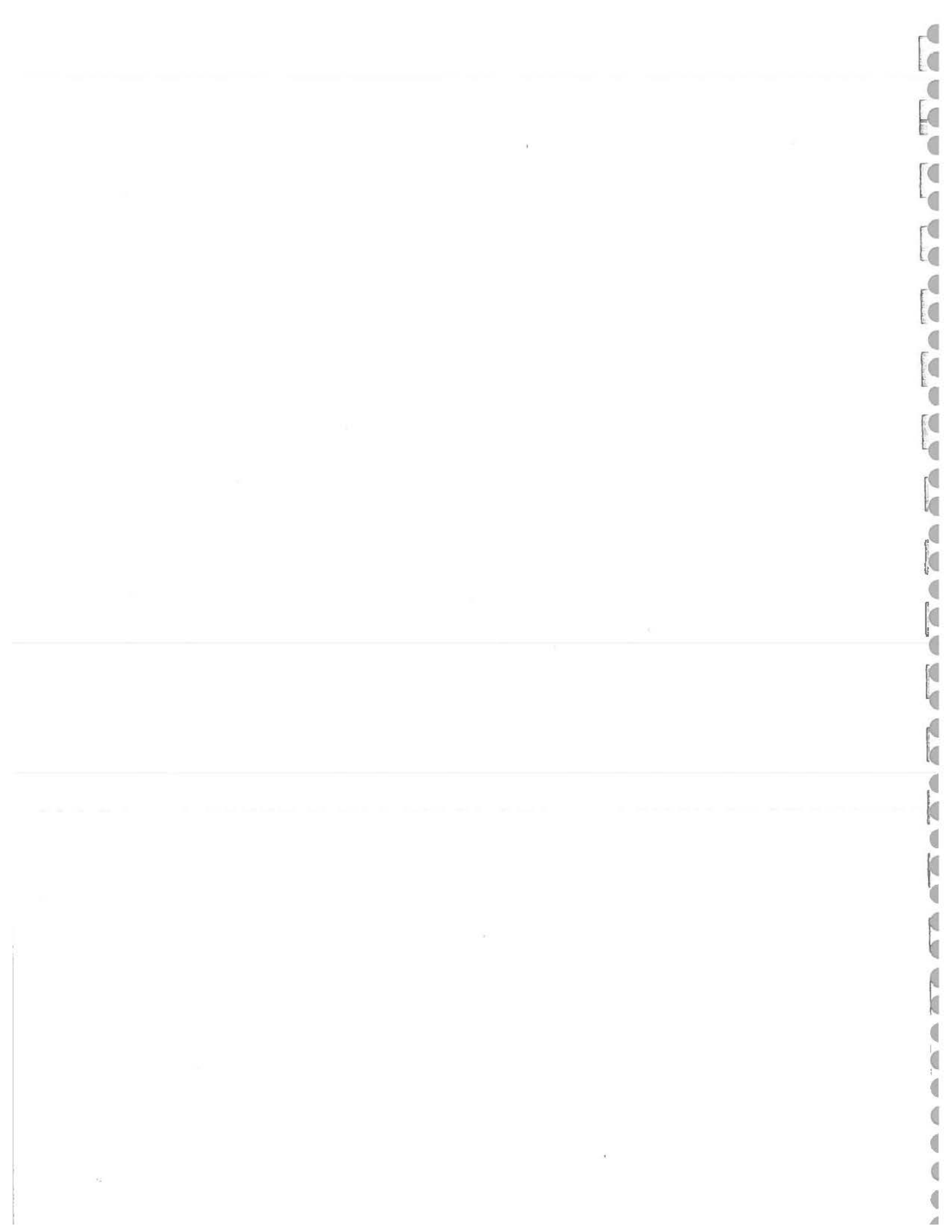
Family Tree with Nation and Blood Degree

Tribal Membership Approval

Tribal Membership Denial

Statement of Paternity

Adult Relinquishment Form



TRIBAL ENROLLMENT APPLICATION

Date TCC/Received: _____

Date Application Sent to Village: _____

SECTION A - APPLICANT INFORMATION

Full Name: _____

Maiden/Other Name(s): _____

Address:

Mailing: _____

Residency: _____

Length of Residency: _____

Date of Birth: _____ Place of Birth: _____

Social Security #: _____ Sex: _____ Male _____ Female

Marital Status: Single _____ Married _____ Widowed _____ Divorced _____ Separated _____

Home Phone #: _____ Work or Message #: _____

SECTION B - ENROLLMENT INFORMATION

Degree of Native Blood Claimed: _____
Athabascan Other (Specify) TOTAL

Village you wish to enroll to? _____

Is applicant a direct lineal descendent of a member of the tribe? Yes _____ No _____

Is applicant enrolled to another tribe? Yes _____ No _____

SECTION C - BIRTH PARENT INFORMATION

Birth Mother's Name: _____

Maiden or Other Name(s): _____

Date of Birth: _____ Tribe Enrolled: _____

Birth Father's Name: _____

Date of Birth: _____ Tribe Enrolled: _____

SECTION D - ADOPTION INFORMATION (If applicable)

List the individual(s) who is adopted: _____

Adoptive Mother's Name: _____

Adoptive Father's Name: _____

SECTION E - RELEASE OF INFORMATION

I certify that the information I have provided is true to the best of my knowledge. I understand that falsifying any information is cause for disenrollment. I also authorize the release of information to any organization for the purpose of processing this application.

Date

Signature (If minor, parent/guardian must sign)

PLEASE COMPLETE THE FAMILY TREE

		GRANDFATHER'S NAME: _____ NATION: _____ BLOOD DEGREE: _____		GREAT-GRANDFATHER NATION & DEGREE: _____ GREAT-GRANDMOTHER NATION & DEGREE: _____	
		GRANDMOTHER'S NAME: _____ NATION: _____ BLOOD DEGREE: _____		GREAT-GRANDFATHER NATION & DEGREE: _____ GREAT-GRANDMOTHER NATION & DEGREE: _____	
FATHER'S NAME: _____ NATION: _____ BLOOD DEGREE: _____		GRANDFATHER'S NAME: _____ NATION: _____ BLOOD DEGREE: _____		GREAT-GRANDFATHER NATION & DEGREE: _____ GREAT-GRANDMOTHER NATION & DEGREE: _____	
MOTHER'S NAME: _____ NATION: _____ BLOOD DEGREE: _____		GRANDMOTHER'S NAME: _____ NATION: _____ BLOOD DEGREE: _____		GREAT-GRANDFATHER NATION & DEGREE: _____ GREAT-GRANDMOTHER NATION & DEGREE: _____	
APPLICANT: * NATION: _____ BLOOD DEGREE: _____					
SPOUSE: NATION: _____ BLOOD DEGREE: _____					
CHILDREN: _____ _____ _____ _____					

* Nation means Athabascan/Eskimo/Aleut

TRIBAL MEMBERSHIP APPROVAL

Resolution No. _____

WHEREAS, the _____ Tribal Council has the inherent authority to determine tribal membership, and

WHEREAS, the _____ Tribal Council has accepted tribal enrollment applications on behalf of our Tribe, and

WHEREAS, the _____ Tribal Council has reviewed the applications, and

WHEREAS, the _____ Tribal Council has sent the enclosed original applications and documentation to TCC for verification of tribal membership status, and

THEREFORE BE IT NOW RESOLVED that the _____ Tribal Council approves tribal membership for the following persons:

BE IT FURTHER RESOLVED that TCC is authorized to notify the above named individuals of our approval and release tribal enrollment cards to them if one has been made or issue a card if one is needed.

DULY ADOPTED this _____ day of _____, 19 _____.

Council Chief

CERTIFICATION

This certifies that the above resolution was duly adopted at a convened meeting of the _____ Tribal Council, at which time a quorum was present. This resolution was adopted by a vote of _____ for, _____ against, with _____ abstaining.

Council Secretary



TRIBAL MEMBERSHIP DENIAL

Resolution No. _____

WHEREAS, the _____ Tribal Council has the inherent authority to determine tribal membership, and

WHEREAS, the _____ Tribal Council has accepted tribal enrollment applications on behalf of our Tribe, and

WHEREAS, the _____ Tribal Council has reviewed the applications, and

THEREFORE BE IT NOW RESOLVED that the _____ Tribal Council must reject the application of _____ for the following reason(s):

BE IT FURTHER RESOLVED that the denied applicant may appeal this decision in writing to the _____ Tribal Council within _____ days of his/ her receipt. A hearing will then be set. If the applicant does not appeal with the allotted time the decision shall be final.

BE IT FURTHER RESOLVED that the _____ Tribal Council authorizes Tanana Chiefs Conference to assist the Tribe with the notification of denial to the applicant and appeals process.

DULY ADOPTED this _____ day of _____, 19 _____.

Council Chief

CERTIFICATION

This certifies that the above resolution was duly adopted at a convened meeting of the _____ Tribal Council, at which time a quorum was present. This resolution was adopted by a vote of _____ for, and _____ against, with _____ abstaining.

Council Secretary



SWORN STATEMENT OF PATERNITY AFFIDAVIT
FOR TRIBAL ENROLLMENT PURPOSES

CHILD'S NAME: _____

DATE OF BIRTH: _____

PLACE OF BIRTH: _____

NAME OF NATURAL MOTHER: _____

NAME OF NATURAL FATHER: _____

MOTHER'S STATEMENT

I swear that I am the natural mother of the above named child. I understand that this affidavit and any tribal enrollment records may be subjected to subpoena by state or federal agencies. The above named father is the natural father of this child and that said child is not the issue of lawful wedlock.

Mother's Signature

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 19____ at
_____.

Notary Public in and for the State of _____
My commission expires _____.



FATHER'S STATEMENT

I swear that I am the natural father of the above named child. I understand that this affidavit and any tribal enrollment records may be subjected to subpoena by state or federal agencies. The above named mother is the natural mother of this child and that said child is not the issue of lawful wedlock.

Father's Signature

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 19____ at
_____.

Notary Public in and for the State of _____
My commission expires _____.



ADULT RELINQUISHMENT FORM

I, _____, an adult person, do hereby relinquish my tribal membership in the _____ Tribe for the following reasons: (list your reasons, if any)

This relinquishment of my tribal membership is made freely and voluntarily with the full understanding that henceforth I shall cease to hold membership in the _____ Tribe and that I will no longer be eligible for benefits I am entitled to as a member of the Tribe.

My membership is canceled as of : (check one)

The date the Native Tribe of _____ receives this form.
Date received: _____.

The date of my acceptance into another Tribe.

Name of Tribe

Date of enrollment

Signature of person relinquishing: _____

Date: _____

Mailing Address: _____

XX

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 19____

(Name of Person)

SEAL

Notary Public

My Commission expires: _____



APPENDIX B

TRIBAL COURT FORMS

Complaint

Petition to Use the Tribal Court

Notice of Hearing

Statement of Personal Service

Statement of Mailing

Statement of Publication

Summons to Testify

Subpoena to Provide Evidence

Order Regarding a Complaint of Violation

Order Regarding a Petition

Proof of Compliance With Order

Request to Change Order

Application for Search Warrant

Search Warrant



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STATEMENT OF SERVICE

I mailed return receipt requested restricted delivery or personally gave (check one) a copy of this complaint to the defendant named in the complaint on the _____ day of _____, _____.

Plaintiff

(Date Complaint Signed)

Tetlin Tribal Court
Tetlin , Alaska

_____,)
Petitioner)
)
v.)
)
_____,)
Respondent.)

Case No. _____

STATEMENT OF PERSONAL SERVICE

I, _____, state that on the
_____ day of _____ (name), I personally gave a true and
correct copy of (documents given to person): _____

_____ at approximately _____ (time), to (name of person documents given to) _____
_____, at (address where person was given the
documents including community and state): _____

DATED THIS _____ day of _____, _____.

(signature)

(print name)

(address)



Tetlin Tribal Court
Tetlin, Alaska

_____,)
Petitioner)
)
v.) Case No. _____
)
_____,)
Respondent.)

STATEMENT OF MAILING

I, _____ (name), state that on the
____ day of _____, _____, I mailed a true and correct copy of
(documents given to person): _____

to (name of person documents give to): _____

at approximately (time documents given) _____, at (address where person was mailed
the documents including community and state): _____

by placing a copy in an envelope with proper postage affixed and by placing the envelope in the
U.S. Mail, certified mail, restricted delivery, return receipt requested.

DATED THIS ____ day of _____, _____.

(signature)

(print name)

(address)



Tetlin Tribal Court
Tetlin, Alaska

_____,)
Petitioner)
)
v.) Case No. _____)
)
_____,)
Respondent.)

STATEMENT OF PUBLICATION

I, _____ (name), state than on _____ (date), I mailed a true and correct copy of _____ (documents given to person), together with a check in payment of publication costs to: _____ (name of newspaper) at _____ (address of newspaper) at approximately (time documents given) _____, by placing a copy in an envelope with proper postage affixed and by placing the envelope in the U.S. Mail, certified mail, restricted delivery, return receipt requested. This legal notice was published in the Legal Notice Section once per week, for four (4) consecutive weeks: on _____ (day), _____ (month), _____; on _____ (day), _____ (month), _____; on _____ (day), _____ (month), _____; and on _____ (day), _____ (month), _____.

DATED THIS __ day of _____, _____.

(signature)

(print name)

(address)



Tetlin Tribal Court
Tetlin , Alaska

_____,)
Petitioner/Plaintiff)
)
v.)
)
_____,)
Respondent/Defendant.)

Case No. _____

SUMMONS TO TESTIFY

TO: _____
(Name of person summoned)

YOU ARE HEREBY SUMMONED and required to appear in Tribal Court on the _____ day of _____, _____ at _____ (time) at _____ (address of the place)

Tribal Court will be held at: _____ (place) . **IF YOU FAIL TO APPEAR AT THE REQUIRED TIME AND PLACE, YOU MAY BE HELD IN CONTEMPT OF COURT AND FINED.** You may testify telephonically with the permission of the Tribal Court. If you wish to testify telephonically you must request permission at least 48 hours before the time you are scheduled to testify. You may contact the Clerk to request permission at the following phone number: _____ or by writing to the Court at the following address : _____

STATEMENT OF SERVICE

I mailed return receipt requested restricted delivery or personally gave (check one) a copy of this summons to the person named in the summons on the _____ day of _____, _____.

(Tribal Court Judge or Clerk)

(Date Summons Signed)

Tetlin Tribal Court
Tetlin , Alaska

_____,)
Petitioner/Plaintiff)
)
v.)
)
_____,)
Respondent/Defendant.)

Case No. _____

**SUBPOENA
TO PROVIDE EVIDENCE**

TO: _____
(Name of person to receive subpoena)

YOU ARE HEREBY SUBPOENAED and required to provide to the Tribal Court the following evidence:

_____ . This evidence must be supplied to the Court at: _____ (address), by _____ (date), no later than _____ (time).

IF YOU FAIL TO PROVIDE THE LISTED EVIDENCE AT THE REQUIRED TIME AND PLACE, YOU MAY BE HELD IN CONTEMPT OF COURT AND FINED OR OTHERWISE PENALIZED. Arrangements to deliver the evidence made be made by calling the Tribal Court Clerk at the following phone number : _____, or by writing to the Tribal Court at the following address:

STATEMENT OF SERVICE

I mailed return receipt requested restricted delivery or personally gave (check one) a copy of this summons to the person named in the summons on the ____ day of _____.

(Tribal Court Judge or Clerk)

(Date Summons Signed)



Findings of the Court:

The Defendant is found NOT GUILTY of violating the tribal law/ordinance charged in the _____ Tribal Court on the _____ day of _____, _____ (village).
The case is dismissed.

The Defendant has been found GUILTY of violating the tribal law/ordinance charged in the Tetlin Tribal Court on the _____ day of _____, _____.

THE TETLIN TRIBAL COURT ORDERS:

- \$ _____ fine to be paid in full by _____ (date).
- \$ _____ fine to be paid in installments of \$ _____ every _____.

Community Work and/or Other Order:
(describe): _____

FAILURE TO PAY A FINE OR DO COMMUNITY WORK IS A CRIMINAL VIOLATION OF FEDERAL LAW FOR SOME TRIBAL LAWS OR ORDINANCES.

If you fail to pay a fine, complete community service, or to otherwise comply with an Order of the Tribal Court, the Tribal Court may seize personal property to hold until the Order is complied with, or to sell in the event of non-compliance.

STATEMENT OF SERVICE

I mailed return receipt requested restricted delivery or personally gave (check one) a copy of this Order to the other people involved on the _____ day of _____, _____.

(Tribal Court Judge or Clerk)

(Date)



Tetlin Tribal Court
Tetlin , Alaska

_____,)
Petitioner)
)
v.)
)
_____,)
Respondent.)

Case No. _____
Tribal Court Judges:

ORDER
REGARDING A PETITION

A hearing was held in this matter on the ___ day of _____, _____.

The Petitioner, _____ (name), received
notice of the hearing and participated/did not participate. The
(circle one)

Respondent, _____ (name) received
notice of the hearing and participated/did not participate.
(circle one)

Jurisdiction

This Tribal Court has jurisdiction under the following (select):

- matter arose in _____ 's Indian Country.
- matter concerns a tribal member inside or outside this Tribe's Indian Country.
- concerns matters involving persons or entities who enter into consensual relations with the Tribe or tribal members, or whose activities affect the political integrity, economic security, or, health or welfare of the Tribe or tribal members.

BEING FULLY INFORMED IN THE MATTER, THE TRIBAL COURT FINDS: _____

THE TRIBAL COURT ORDERS: _____

DONE BY ACTION OF THE TRIBAL COURT THIS _____ DAY OF _____, _____.

STATEMENT OF SERVICE

I mailed return receipt requested restricted delivery or personally gave (check one) a copy of this petition to the other people involved on the _____ day of

_____, _____.

Tribal Court Judge

Tetlin Tribal Court
Tetlin , Alaska

_____,)
Petitioner)
))
 v.)
))
_____,)
Respondent.)

Case No. _____

PROOF OF COMPLIANCE WITH ORDER

A hearing was held in this matter on the _____ day of _____, _____.

The Petitioner, _____ (name) received notice of the hearing and participated/did not participate (circle one). The Respondent / Defendant, _____ (name) received a copy of the Tribal Court Order, served on the _____ day of _____, _____.

THE TRIBAL COURT ORDERED: _____

THE RESPONDENT / DEFENDANT COMPLIED WITH THE TRIBAL COURT ORDER BY: _____

DATED THIS _____ DAY OF _____, _____.

Tribal Court Clerk



Tetlin Tribal Court
Tetlin , Alaska

APPLICATION FOR SEARCH WARRANT

I, _____ (name), hereby apply for a search warrant to search:

- _____'s house
- _____'s person
- _____'s motor vehicle
- _____

I am looking for (items intend to look for): _____

Probable Cause: I have reason to believe that such item(s) is/are located there and is/are evidence of a violation of a village regulation. I believe I will find such item(s) because:

I saw: _____

_____ (name) told me that _____

Sworn to this _____ day of _____, _____.

Village Public Safety Officer
or other Appointed Person

SWORN TO BEFORE ME this _____ day of _____, _____ by

(name)

Tribal Court Judge



Tetlin Tribal Court
Tetlin , Alaska

SEARCH WARRANT

I, _____, Tribal Court Judge of the Tetlin Tribal Court

hereby determine that there is probable cause to authorize, _____
(VPSO or Appointed Person)

to search:

- _____'s house
- _____'s person
- _____'s motor vehicle
- _____

for (items to look for): _____

based upon the sworn application of: _____ (name).

Such search: may take place at night

may not take place at night

Such search shall be conducted before the _____ day of _____,
_____.

Tribal Court Judge

(Date Search Warrant Signed)



APPENDIX C

APPELLATE COURT FORMS

Appeal

Response to Appeal

Notice of Hearing of Appeal

Decision of Appeal



1

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TETLIN COURT OF APPEALS
Tetlin , Alaska

_____,)
Appellant)
))
))
))
))
))
))
_____,)
Appellee.)

Case No. _____

APPEAL

I, _____, previously the
Petitioner/Plaintiff Respondent/Defendant in the case:
(circle one)
_____ v. _____,
Case No. _____, Native Village of Tetlin Tribal Court, request that the Tetlin
Court of Appeals hear my appeal of the Order entered by the Native Village of Tetlin Tribal
Court on the ____ day of _____, _____.

The reason(s) that I am requesting that the Tetlin Court of Appeals hear this Appeal is/are that:_____

TETLIN COURT OF APPEALS
Tetlin , Alaska

_____,)
Appellant)
 v.)
_____,)
Appellee.)

Case No. _____

RESPONSE TO APPEAL

I, _____, previously the
Petitioner/Plaintiff Respondent/Defendant in the case _____ v. _____,
(circle one)
Case No. _____, Native Village of Tetlin Tribal Court, respond to the appeal of
the Order entered by the Native Village of Tetlin Tribal Court on the ____ day of
_____, _____.

The reason(s) that I am requesting that the Tetlin Court of Appeal uphold the Tribal Court Order
and deny this Appeal is/are that: _____

TETLIN COURT OF APPEALS
Tetlin , Alaska

_____,)
Appellant)
))
 v.)
))
_____,)
Appellee.)

Case No. _____

NOTICE OF HEARING OF APPEAL

TO: _____, Appellee.

YOU ARE HEREBY NOTIFIED:

The Appellant has filed an Appeal and requested that the Tetlin Court of Appeals hold a hearing

Regarding the Order entered by the Native Village of Tetlin Tribal Court in the case

_____ v. _____.

YOU HAVE A RIGHT TO RESPOND TO THE APPEAL BOTH IN WRITING AND IN PERSON. YOU HAVE THE RIGHT TO BE PRESENT AT THE HEARING WHICH IS PRESENTLY SCHEDULED FOR _____ (date), _____ (time), _____ (location).

IF YOU FAIL TO RESPOND OR TO APPEAR AT THE HEARING, THE COURT MAY ACT WITHOUT YOU AND REVERSE THE LOWER COURT'S DECISION IN WHOLE OR IN PART.

YOU MAY APPEAR TELEPHONICALLY AT THE HEARING. NOTICE THAT YOU WISH TO APPEAR TELEPHONICALLY MUST BE GIVEN TO THE COURT AT LEAST 10 DAYS PRIOR TO THE HEARING SO THAT A TELECONFERENCE CAN BE ARRANGED IF NECESSARY.

Your response to the appeal may be sent to the Court at the following address:

_____. The telephone number of the Tetlin Court of Appeals is _____.

STATEMENT OF SERVICE

I mailed return receipt requested restricted delivery or personally gave (check one) a copy of this notice to the person named in the notice on the _____ day of _____.

Tribal Appeals Judge or Clerk

Date Notice Signed

TETLIN COURT OF APPEALS
Tetlin , Alaska

_____,)
 Appellant)
)
 v.)
)
 _____,)
 Appellee.)

Case No. _____
 Appellate Court Judges:

DECISION OF APPEAL

(Check one)

- The Tetlin Court of Appeals declines to hear the Appeal.
- A hearing was not held.
- A hearing was held in this Appeal on the ____ day of _____, _____.

The Appellant received notice of the hearing and participated/did not participate.
(circle one)

The Appellee received notice of the hearing and participated/did not participate.
(circle one)

THE TETLIN COURT OF APPEALS BEING FULLY INFORMED IN THE MATTER,
 MAKES THE FOLLOWING DECISION : _____

THE ORDER OF THE NATIVE VILLAGE OF TETLIN TRIBAL COURT IS HEREBY (check one):

- Affirmed
- Reversed and Remanded
- Reversed and the Case is Dismissed

STATEMENT OF SERVICE

I mailed return receipt requested restricted delivery or personally gave (check one) a copy of this Order to the Native Village of Tetlin Tribal Court, the Appellant and the Appellee on the _____ day of _____, _____.

Tribal Appeals Court Judge

Date Order Signed

APPENDIX D

APPELLATE COURT FORMS

Appeal

Response to Appeal

Notice of Hearing to Appeal

Decision of Appeal

TETLIN TRIBAL COURT

Tetlin, Alaska

_____,)
Petitioner)
)
v.)
)
_____,)
Respondent.)

Case No. _____

CERTIFICATION OF PROTECTIVE ORDER

It is hereby certified that the attached is a true and correct copy of the order entered in the above-captioned action on _____(date) and that the original of the attached order was duly executed by the judicial authority whose signature appears thereon. The order expires on _____(date).

The order is a civil protection order, requiring restraint of conduct.

It is further certified that:

(a) the issuing court determined that it had jurisdiction over the parties and the subject matter under the laws of _____ Tribe.

(b) the defendant was given reasonable notice and opportunity to be heard sufficient to protect the defendant's right to due process before this order was issued; or if the order was issued ex-parte, the court ordered that the defendant be given reasonable notice and opportunity to be heard within the time required by the law of this jurisdiction, and in any event within a reasonable time after the order was issued, sufficient to protect the defendant's due process rights.

(c) the order was otherwise issued in accord with the requirements of the Full Faith and Credit Provisions of the Violence Against Women Act; Title IV, Subtitle B, Chapter 2 of the Violent Crime Control and Law Enforcement Act of 1994. 18 U.S.C. § 2265.

(d) the order was issued in accord with the requirements of the Uniform Child Custody Jurisdiction Act of this state/territory and consistent with the strictures of the federal Parental Kidnapping Prevention Act. Parental Kidnapping Prevention Act, Pub. L. No. 96-611, 94 Stat. 3566 (1980).

The attached order shall be presumed to be valid and enforceable in this and other jurisdictions.

Signature of Clerk of Court or other authorized official: _____

Tribal Court: _____ Address: _____

Phone: _____ Fax: _____ Date: _____

SEAL: