

**CONFEDERATED TRIBES OF
GRAND RONDE
DIVORCE PACKET**



**THE CONFEDERATED TRIBES OF THE GRAND RONDE
COMMUNITY OF OREGON**

TRIBAL COURT

DIVORCE PACKET

Enclosed is all the information and necessary forms for a proceeding for Dissolution of Marriage in Tribal Court. Not all of the forms will apply to your situation. Read the brochure and instructions carefully to identify which documents you will need to file. If you have any questions you should contact the **Tribal Court Clerk at (503) 879-2303**.

It is highly recommended that you make copies of the blank forms to assemble the information needed. Once you and your spouse have reached agreement on all issues, prepare the final documents for filing with the Court.

Contents of Packet:

1. Divorce Brochure and Instructions
2. Forms
 - a. Co-Petition for Dissolution of Marriage [Without Minor Children]
 - b. Co-Petition for Dissolution of Marriage [With Children]
 - c. Minor Child Custody and Support Agreement
 - d. Distribution of Real Property Agreement
 - e. Distribution of Personal Property Agreement
 - f. Distribution of Debt Agreement
 - g. Application for Entry of Final Judgment of Dissolution of Marriage
 - h. Notice of Revocation of Co-Petition for Dissolution of Marriage
 - i. Certificate of Service
3. Tribal Divorce Ordinance

**CONFEDERATED TRIBES OF GRAND RONDE
TRIBAL COURT
DIVORCE BROCHURE**

TABLE OF CONTENTS

	<u>Page</u>
I. PURPOSE OF BROCHURE	2
II. IS COUNSELING AVAILABLE?	2
III. PEACEMAKING	2
IV. WHO CAN GET A DIVORCE IN TRIBAL COURT?	3
V. DEFINITIONS	4
VI. WHAT STEPS DO YOU HAVE TO TAKE TO GET A DIVORCE IN TRIBAL COURT?	4
VII. GENERAL INFORMATION	8

NOTICE ABOUT THIS BROCHURE

This brochure and instructions are not a complete statement of the law. They cover basic information for uncontested divorce cases. For legal information, please talk to a lawyer, or visit your local law library. It may be helpful for each person to consult an attorney regarding the dissolution of the marriage, and the services of an attorney may be obtained through a lawyer referral service, independent legal services or legal aid organization. An attorney cannot be used in preparation of a divorce or appear in Tribal Court to represent a party to a divorce.

I. PURPOSE OF BROCHURE

The purpose of this brochure is to provide you with the necessary forms and instructions to allow you to file for and obtain a divorce where both parties are in agreement on all issues.

The Tribal Council has adopted a Divorce Ordinance establishing a shorter and easier way for people to obtain a divorce, but not everyone can use it. This brochure will help you decide whether your divorce can be done through the Tribal Court.

If you wish to use the divorce procedure in Tribal Court, you must verify that you have read and understood this brochure. **It is important for you to read THE WHOLE BROCHURE VERY CAREFULLY.**

II. IS COUNSELING AVAILABLE?

Counseling services are available through the Tribe's Behavioral Health Department located in the Tribal Health and Wellness Center. These counseling visits are in the strictest confidence. This counseling is not required for the divorce.

III. PEACEMAKING

The Tribal Court has developed a Peacemaking Program to provide a nonadversarial way to resolve disputes. The Court has trained, and Tribal Council has approved several Peacemakers that are available to assist you in working out any conflicts with respect to your divorce. The program is completely voluntary. For more information please contact the Court at 503-879-4623.

IV. WHO CAN GET DIVORCED IN TRIBAL COURT?

You can file for a divorce in Tribal Court only if **ALL** of the following statements are true at the time of the filing of the Co-Petition for Dissolution of Marriage and at the time of the divorce hearing. Check this list very carefully. If even one of these statements is not true, the Tribal Court cannot process your divorce.

- _____ 1. Both parties want to end the marriage because of serious permanent differences.
- _____ 2. There are no children born to or adopted by both wife and husband, **OR** if there are children born to or adopted by both wife and husband, they are over the age of 18, **OR** you have completed the Minor Child Custody and Support Agreement.
- _____ 3. Neither spouse owns any part of any land or buildings, except trust land. (Trust land is land that is owned by the United States Government in trust for one or both of the spouses.)

OR

One or both spouses do own land or buildings (whether acquired before or during the marriage), but the land or buildings are within the service area **AND** the parties have entered into a Distribution of Real Property Agreement. (The service area is defined as Washington County, Marion County, Yamhill County, Polk County, Tillamook County, and Multnomah County).

If you and your spouse, jointly or separately have an interest in real property located outside of the six county service area, the Tribal Court does not have jurisdiction to decide your divorce.

- _____ 4. Neither spouse together or separately has debts acquired after you were married that total more than \$5000.00. (Automobile and student loans are excluded.)

You and your spouse must enter into a Distribution of Debt Agreement distributing debts under \$5000, and automobile and student loan debts, if any.

If you or your spouse, separately or jointly, have assumed or incurred debts totally more than \$5000.00 since the date of your marriage,

(excluding automobile and student loan debts) the Tribal Court does not have jurisdiction to decide your divorce.

- _____ 5. You and your spouse have agreed that neither of you will have to pay the other any money to support each other (i.e., spousal support.)
- _____ 6. One spouse is an enrolled member of the Confederated Tribes of the Grand Ronde Community of Oregon **OR** a resident of the Reservation and any petitioner who is not an enrolled member of the Tribe gives their written consent to have the Tribal Court dissolve your marriage.
- _____ 7. You and your spouse have both read this booklet, and understand it.

V. DEFINITIONS

Real Property: Land, and generally whatever is erected or growing upon or affixed to the land. *Blacks Law Dictionary*

Service Area: Washington County, Marion County, Yamhill County, Polk County, Tillamook County, Multnomah County.

Children of Petitioners: any child born to or adopted by both Petitioners whether before the date of the marriage or after.

Joint Custody: both parents share in the responsibility for making major decisions about the child/ren.

Sole Custody: one parent has the sole decision-making authority on major decisions about the child/ren.

VI. WHAT STEPS DO I HAVE TO GO THROUGH TO GET A TRIBAL COURT DIVORCE?

Notice: Divorce forms must be notarized. The notary may require picture identification. The Tribal Court provides notary services at no cost. DO NOT SIGN THE DOCUMENTS UNTIL YOU ARE IN THE PRESENCE OF A NOTARY.

1. Complete the “Co-Petition for Dissolution of Marriage.”

- You and your spouse are the named “Co-Petitioner” on all court forms. Use full names (first, middle or middle initial, last) and print the names the same on all forms.

- Keep the Court informed of your current address so you get notice of all court dates.

2. If applicable, complete the “Minor Child Custody and Support Agreement.”

- This form only needs to be completed **if** there are minor children born to or adopted by both wife and husband.
- Thoroughly complete the agreement.
- Each spouse must initial each page.
- The Agreement must be signed in the presence of a notary.

3. If applicable, complete the “Distribution of Real Property Agreement.”

- This form only needs to be completed **if** you and your spouse, jointly or separately, have an interest in real property within the six county service area, or if you and your spouse, jointly or separately, have an interest in property held in Trust by the United States Government. **If you and your spouse, jointly or separately have an interest in real property located outside of the six county service area, the Tribal Court does not have jurisdiction to decide your divorce.**
- Each spouse must initial each page.
- You will need to attach a copy of the deed for each piece of real property described in the agreement.
- The Agreement must be signed in the presence of a notary.

4. If applicable, complete the “Distribution of Personal Property Agreement.”

- This form only needs to be completed **if** you and your spouse have not previously divided all personal property of the marriage.
- Each spouse must initial each page.
- The Agreement must be signed in the presence of a notary.

5. If applicable, complete the “Distribution of Debt Agreement.”

- This form only needs to be completed **if** you and your spouse have debts, totally less than \$5000.000, separately or jointly, that were assumed or entered into after the date of the marriage. (Excluding automobile and student loans) **If you or your spouse, separately or jointly, have**

assumed or incurred debts totally more than \$5000.00 since the date of your marriage, (excluding automobile and student loan debts) the Tribal Court does not have jurisdiction to decide your divorce.

- Each spouse must initial each page.
- The Agreement must be signed in the presence of a notary.

6. Finalize the documents.

- In the presence of a notary, sign the Co-Petition and all applicable Agreements. The documents shall be signed under penalty of perjury, which is the same as being sworn to testify in Court.
- If requested, the Court will provide signed copies of the signed documents for you and your spouse.

7. File the Co-Petition and applicable agreements with the Tribal Court.

- The Tribal Court is located in the Administration Building at 9615 Grand Ronde Rd., Grand Ronde, OR 97347.
- The Co-Petition and Agreements may be filed in person or mailed to the Tribal Court at the address listed above.
- The filing fee is \$75.00.
- Upon filing, the Court Clerk will assign a case number to your case.

8. Notice of Revocation.

- The filing of this form will stop the divorce proceeding in Tribal Court.
- The Notice may be filed by either spouse at anytime prior to the filing of the Application for Entry of Final Judgment of Dissolution of Marriage.
- The Notice must be served upon the other spouse and a Certificate of Service must be filed with the Tribal Court as proof of such service.
- There is no additional filing fee for this form.
- Upon filing, the Co-Petition is revoked and the divorce proceeding is stopped.

9. **File “Application for Entry of Final Judgment of Dissolution of Marriage.”**

- **Application for Entry of Final Judgment of Dissolution of Marriage must be filed prior to the hearing.**
- The application may be filed by only one spouse.
- The application shall be filed on the day of the hearing.
- There is no additional filing fee for this form.
- **Once the Application is filed with the Court, a revocation of the Petition cannot be filed.**

10. **Divorce Hearing; Final Judgment.**

- Upon the filing of the Co-Petition, the Court Clerk will set a date for a Court hearing.
- Each spouse will receive a Notice of Divorce Hearing with a time and date set to go before the Judge regarding dissolution of the marriage.
- Except in exceptional circumstances, both spouses must appear at the hearing.
- The Judge will review, with each Petitioner, the information set forth in the Co-Petition and any attached Agreements.
- At the conclusion of the hearing, the Judge enters a Final Judgment.
- **With the entry of the final judgment, all rights and obligations of both parties, including property and spousal support rights, will be permanently ended without right of appeal, except that either person may petition the Court to set aside the final judgment for fraud, duress, accident, mistake, or other grounds recognized under Tribal law.**
- Neither person may remarry until the final judgment dissolving the marriage has been filed and entered by the Clerk.

VII. GENERAL INFORMATION

REMEMBER:

The filing of the **Co-Petition** must be done by both husband and wife. The filing of the **Application for Entry of Final Judgment of Dissolution of Marriage** can be done by either husband or wife.

Either of you can stop the process by filling out a **Notice of Revocation of Co-Petition for Dissolution of Marriage** form. There is no additional filing fee for filing a **Notice of Revocation** form. This form needs to be filed within **90 days** of the filing of the **Co-Petition**. You only need to file this form if you wish to stop the divorce proceedings.

1 **4. Personal Property:** (CHECK ALL THAT APPLY)

2 The wife and husband have divided between them all personal effects, household
3 goods, and other personal property they own separately or together, and neither should
4 claim those items now in possession of the other.

5 Husband and wife have entered into an agreement listing and dividing all personal
6 property acquired during the marriage. (See attached Distribution of Personal Property
7 Agreement)

8 **5. Retirement Benefits:**

9 The wife's retirement benefits, pension plan, profit-sharing plan, deferred-
10 compensation plan, and/or stock option plan shall be awarded as follows: (CHOOSE ONE)

11 to wife free of any interest in the husband; or

12 as follows: (PLEASE DESCRIBE)

13 _____
14 _____
15 _____
16 _____
17 _____

18 The husband's retirement benefits, pension plan, profit-sharing plan, deferred-
19 compensation plan, and/or stock option plan shall be awarded as follows: (CHOOSE ONE)

20 to husband free of any interest in the wife; or

21 as follows: (PLEASE DESCRIBE)

22 _____
23 _____
24 _____
25 _____
26 _____

27 **6. Distribution of Debts:** (CHOOSE ONE)

28 Neither husband nor wife has any **existing** debt.

29 Husband and/or wife have debt that was made or assumed during the marriage, and
30 the total amount of the debt (excluding student loans and automobile loans) does not
31 exceed \$5000. Husband and wife have entered into an agreement listing all outstanding

1 debt (including mortgage debt, if any) and setting out who is responsible for repayment
2 of each outstanding debt. (See attached Distribution of Debt Agreement)

3 Husband has debt that was made or assumed before the date of the marriage.
4 Husband and wife have entered into an agreement listing all such debt (including
5 mortgage debt, if any) and setting out who is responsible for repayment of each such
6 debt. (See attached Distribution of Debt Agreement)

7 Wife has debt that was made or assumed before the date of the marriage. Husband
8 and wife have entered into an agreement listing all such debt (including mortgage debt)
9 and setting out who is responsible for repayment of each such debt. (See attached
10 Distribution of Debt Agreement)

11 **7. Distribution of Joint Bank Accounts, CD or Other Financial Holdings:** (CHOOSE ONE)

12 Neither husband nor wife has an existing joint bank account, CD. Stock Certificate
13 or any other jointly held financial or investment instrument.

14 Husband and/or wife have a joint bank account, jointly held CD, Stock Certificate or
15 other jointly held financial or investment instrument and have entered into an agreement
16 listing all such accounts or holding and setting out how the accounts or holdings shall be
17 divided. (See attached Distribution Personal Property Agreement)

18 **8. Transfer of Debts and Property:** Within 30 days of the date of the final judgment, we will
19 each execute, acknowledge, and deliver whatever documents are necessary to accomplish the
20 distribution of debts and property, including joint bank accounts and financial and investment
21 holdings, as ordered by the Court.

22 9. Each of us forever waives any right to spousal support from the other.

23 10. The wife husband is an enrolled member of the Confederated Tribes of the Grand
24 Ronde Community of Oregon.

25 11. The wife husband is a resident of the Confederated Tribes of the Grand Ronde
26 Community of Oregon Reservation.

12. The wife husband is not an enrolled member of the Confederated Tribes of the Grand
Ronde Community of Oregon but freely consents to having the Tribal Court dissolve this
marriage.

13. _____'s former name of _____ should be restored.

14. There are no children, who are currently minors, born to or adopted by both Petitioners.

1 15. Wife is not pregnant at this time.

2 16. **Certificate of Document Preparation:** We selected this document for ourselves and
3 completed it without paid assistance.

4 17. Each of us has read and understands the Tribal Court's Divorce Brochure.

5
6 Co-petitioners request a Judgment granting the relief asked for above, and other equitable
7 relief that the Court thinks is just.

8 Co-Petitioner (signature) Print Name

9
10 Address or Contact Address City, State, Zip Code Telephone or Contact Phone

11 Email: _____

12 State of Oregon)
13) ss.
14 County of Polk)

15 SIGNED AND SWORN to before me this ___ day of _____, 20___,
16 by _____.

17 _____
18 Notary Public – State of Oregon
19 My Commission Expires: _____

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Co-Petitioner (signature)

Print Name

Address or Contact Address

City, State, Zip Code

Telephone or Contact Phone

Email: _____

State of Oregon)
) ss.
County of Polk)

SIGNED AND SWORN to before me this ___ day of _____, 20___,
by _____.

Notary Public – State of Oregon
My Commission Expires: _____

1 4. We do not know of any other domestic violence, custody, visitation, parenting time or
2 placement proceeding involving the minor child/ren, or of any other court case which could
affect this case, pending in this or any other Court except for : _____

3
4 5. We do not know of any person other than ourselves who has physical custody of the minor
child/ren or who claims to have custody, visitation or parenting time rights except for: _____

5
6 **6. Real Property:** (CHOOSE ONE)

- 7 Neither wife nor husband has any interest in any real property anywhere; or
- 8 Neither wife nor husband has any interest in any real property except: (CHECK ALL THAT
9 APPLY)
- 10 Wife Husband has an interest in land held in trust by the United States
Government and has entered into an agreement distributing such interest. (See
11 attached Distribution of Real Property Agreement)
- 12 Wife Husband has an interest in real property within the six county service
13 area and have entered into an agreement distributing such real property. (See
attached Distribution of Real Property Agreement)

14 **7. Personal Property:** (CHECK ALL THAT APPLY)

- 15 The wife and husband have divided between them all personal effects, household
16 goods, and other personal property they own separately or together, and neither should
claim those items now in possession of the other.
- 17 Husband and wife have entered into an agreement listing and dividing all personal
18 property acquired during the marriage. (See attached Distribution of Personal Property
19 Agreement)

20 **8. Retirement Benefits:**

- 21 The wife's retirement benefits, pension plan, profit-sharing plan, deferred-
22 compensation plan, and/or stock option plan shall be awarded as follows: (CHOOSE ONE)
- 23 to wife free of any interest in the husband; or
- 24 as follows: (PLEASE DESCRIBE)
- _____
- _____

1 _____
2 _____
3 _____
4 The husband's retirement benefits, pension plan, profit-sharing plan, deferred-
compensation plan, and/or stock option plan shall be awarded as follows: (CHOOSE ONE)

5 to husband free of any interest in the wife; or

6 as follows: (PLEASE DESCRIBE)
7 _____
8 _____
9 _____

10 **9. Distribution of Debts:** (CHOOSE ALL THAT APPLY)

11 Neither husband nor wife has any **existing** debt.

12 Husband and/or wife have debt that was made or assumed during the marriage, and
13 the total amount of the debt (excluding student loans and automobile loans) does not
14 exceed \$5000. Husband and wife have entered into an agreement listing all outstanding
15 debt (including mortgage debt, if any) and setting out who is responsible for repayment
of each outstanding debt. (See attached Distribution of Debt Agreement)

16 Husband has debt that was made or assumed before the date of the marriage.
17 Husband and wife have entered into an agreement listing all such debt (including
18 mortgage debt, if any) and setting out who is responsible for repayment of each such
debt. (See attached Distribution of Debt Agreement)

19 Wife has debt that was made or assumed before the date of the marriage. Husband
20 and wife have entered into an agreement listing all such debt (including mortgage debt)
21 and setting out who is responsible for repayment of each such debt. (See attached
Distribution of Debt Agreement)

22 **10. Distribution of Joint Bank Accounts, CD or Other Financial Holdings:** (CHOOSE ONE)

23 Neither husband nor wife has an **existing** joint bank account, CD, Stock Certificate
or any other jointly held financial or investment instrument.

24 Husband and/or wife have a joint bank account, jointly held CD, Stock Certificate or
25 other jointly held financial or investment instrument and have entered into an agreement

listing all such accounts or holding and setting out how the accounts or holdings shall be divided. (See attached Distribution Personal Property Agreement)

11. **Transfer of Debts and Property:** Within 30 days of the date of the final judgment, we will each execute, acknowledge, and deliver whatever documents are necessary to accomplish the distribution of debts and property, including joint bank accounts and financial and investment holdings, as ordered by the Court.

12. Each of us forever waives any right to spousal support from the other.

13. The wife husband is an enrolled member of the Confederated Tribes of the Grand Ronde Community of Oregon.

14. The wife husband is a resident of the Confederated Tribes of the Grand Ronde Community of Oregon Reservation.

15. The wife husband is not an enrolled member of the Confederated Tribes of the Grand Ronde Community of Oregon but freely consents to having the Tribal Court dissolve this marriage.

16. _____'s former name of _____ should be restored.

17. **Certificate of Document Preparation:** We selected this document for ourselves and completed it without paid assistance.

18. Each of us has read and understands the Tribal Court's Divorce Brochure.

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1 Co-petitioners request a Judgment granting the relief asked for above, and other equitable
2 relief that the Court thinks is just.

3 Co-Petitioner (signature)

Print Name

4 Address or Contact Address

City, State, Zip Code

Telephone or Contact Phone

5 Email: _____
6

7 State of Oregon)

) ss.

8 County of Polk)
9

10 SIGNED AND SWORN to before me this ___ day of _____, 20___,
11 by _____.

12 _____
Notary Public – State of Oregon

13 My Commission Expires: _____
14

15 Co-Petitioner (signature)

Print Name

16 Address or Contact Address

City, State, Zip Code

Telephone or Contact Phone

17 Email: _____
18

19 State of Oregon)

) ss.

20 County of Polk)
21

22 SIGNED AND SWORN to before me this ___ day of _____, 20___,
23 by _____.

24 _____
Notary Public – State of Oregon

25 My Commission Expires: _____
26

CONFEDERATED TRIBES OF THE GRAND RONDE

COMMUNITY OF OREGON

MINOR CHILD CUSTODY AND SUPPORT AGREEMENT

This Agreement is made on this ____ day of _____, 20____, at _____, Oregon, by and between _____, mother, and _____, father.

RECITALS

This Agreement is made with reference to the following facts:

1. The parties were married on _____, _____, 19____, or 20____, in the State of _____.
2. Irreconcilable differences have arisen between the parties as a result of which they separated and ceased to live together as husband and wife on or about _____, _____, 19____ or 20____, which was _____ years _____ months from the date of their marriage.
3. The parties desire by the Agreement to settle all rights and obligations relating to child support, custody, visitation, and other such issues as they relate to the care of their child/ren.
4. This plan is intended to ensure the child/ren's optimal development by providing continuity, stability, and predictability for the children, while ensuring frequent and continued contact with each parent. Because a written plan cannot address every possible situation that might occur, the parents will implement this plan in a spirit of good faith and mutual cooperation. Parents are encouraged to re-evaluate this plan from time to time as their child/ren's needs change.

5. **Minor Children Born to or Adopted by Both Parties:**

NAME OF CHILD	DATE OF BIRTH	AGE	SEX	CTGR ROLL #
1.				
2.				
3.				
4.				
5.				

6.				
7.				
8.				

6. The petitioners have no other living minor children born to or adopted by both petitioners and the wife is not pregnant, to the best of her knowledge, at the date this agreement is executed.

NOW THEREFORE BASED ON THE MUTUAL PROMISES CONTAINED HEREIN AND THE FACTS RECITED ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Custody:

Joint Custody: Both parents will share in the responsibility for making major decisions about the child/ren.

Sole Custody: One parent shall have sole decision-making authority on major decisions about the child/ren.

Custody of the child/ren should be awarded as follows: (CHECK ALL THAT APPLY)

Mother should be awarded sole custody of the following child/ren (*list names*):

Father should be awarded sole custody of the following child/ren (*list names*):

The parties have agreed to joint custody of the following child/ren (*list names*):

2. Parenting Time Schedule:

2.1 Weekday and Weekend Schedule: (CHECK ALL THAT APPLY)

The parenting plan shall be the same for each child, or there is only one minor child of the marriage.

The child/ren shall spend time with _____ at all times not specified below.

The child/ren shall spend time with _____ on the following days and times:

From _____ at _____ a.m./p.m.
To _____ at _____ a.m./p.m.

every week every other week other (specify) _____

There is a different parenting time schedule for the following child: _____

The child shall spend time with _____ at all times not specified below.

The child shall spend time with _____ on the following days and times:

From _____ at _____ a.m./p.m.
To _____ at _____ a.m./p.m.

every week every other week other (specify) _____

There is a different parenting time schedule for the following child: _____

The child shall spend time with _____ at all times not specified below.

The child shall spend time with _____ on the following days and times:

From _____ at _____ a.m./p.m.
To _____ at _____ a.m./p.m.

every week every other week other (specify) _____

There is a different parenting time schedule for the following child: _____

The child shall spend time with _____ at all times not specified below.

The child shall spend time with _____ on the following days and times:

From _____ at _____ a.m./p.m.
To _____ at _____ a.m./p.m.

every week every other week other (specify) _____

2.2 Summer Schedule. (CHOOSE ONE)

The following schedule will take priority over the schedules described above. Fill in the blanks below with the parent’s name to indicate where the child/ren will be for the summer. Provide beginning and ending times. Summer Break shall commence the day school recesses until one week before the next school year commences. The Summer Break in the public school district which the child/ren resides will be followed as the standard unless the child/ren attend a private school with a different schedule.

- The summer schedule will remain the same as during the school year.
- The summer schedule will remain the same as during the school year, except for the following vacation times: _____

The child/ren shall spend time with _____ at all times not specified below.

The child/ren shall spend time with _____ on the following days and times:

From _____ at _____ a.m./p.m.
To _____ at _____ a.m./p.m.

2.3 Holiday Schedule.

The following schedule will take priority over the schedules described above. Fill in the blanks below with the parent’s name to indicate where the child/ren will be for the holidays. Provide beginning and ending times. If a holiday is not specified as even, odd, or every year with one parent, then the child/ren will remain with the parent they are normally scheduled to be with.

Holidays	Even Years	Odd Years	Every Year	Beginning/Ending Times
Mother’s Day	_____	_____	_____	_____
Father’s Day	_____	_____	_____	_____
Thanksgiving	_____	_____	_____	_____
Christmas Eve	_____	_____	_____	_____
Christmas Day	_____	_____	_____	_____
Easter	_____	_____	_____	_____
Memorial Day Weekend	_____	_____	_____	_____
Fourth of July	_____	_____	_____	_____
Labor Day Weekend	_____	_____	_____	_____
CTGR Annual Pow Wow	_____	_____	_____	_____
Veterans Pow Wow	_____	_____	_____	_____
Restoration Day	_____	_____	_____	_____

Mother's Birthday	_____	_____	_____	_____
Father's Birthday	_____	_____	_____	_____
Other:				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2.4 Winter Break. (CHOOSE ONE)

The following schedule will take priority over the schedules described above. Winter Break shall commence on the day that the school recesses until the day school resumes. The Winter Break in the public school district which the child/ren resides will be followed as the standard unless the child/ren attends a private school with a different schedule.

- The Winter Break Schedule shall remain the same as the rest of the school year.
- Our Child/ren will spend half of Winter Break with each parent.
- Other: Details for sharing time with our child/ren during Winter Break (including New Year's Day) are: _____

2.5 Spring Break. (CHOOSE ONE)

The following schedule will take priority over the schedules described above. Fill in the blanks below with the parent's name to indicate where the child/ren will be for the Spring Break. Provide beginning and ending times. Spring Break shall commence on the day that the school recesses until the day school resumes. The Spring Break in the public school district which the child/ren resides will be followed as the standard unless the child/ren attends a private school with a different schedule.

- The Spring Break Schedule shall remain the same as the rest of the school year.
- Our child/ren will alternate spending spring break with each parent, spending it with _____ in even years and with _____ in odd years.
- Our child/ren will spend part of spring break with each parent (provide details): _____

2.6 Child(ren)'s Birthdays. (CHOOSE ONE)

Our child/ren's birthdays will be planned so that both parents may participate in the birthday celebration.

Other: _____

2.7 Temporary Changes to the Schedule.

Any schedule for sharing time with our child/ren may be changed as long as both parents agree to the changes ahead of time: (CHOOSE ONE)

in writing verbally

Activities scheduled that will affect the other parent's time must be coordinated with the other parent.

Makeup and Missed Parenting time: Only substantial medical reasons will be considered sufficient for postponement of parenting time. If a child is ill and unable to spend time with a parent, a makeup parenting time will be scheduled. If a parent fails to have the child/ren during their scheduled parenting time for any other reason, there will be no makeup of parenting time unless the parents agree otherwise: (CHOOSE ONE)

in writing verbally

2.8 Permanent Changes to the Schedule.

We understand that, once the judge signs the final judgment of our case and approves this Agreement, any changes that we do not agree on can be made only by applying to the Court for a modification. One parent cannot change a Court-ordered Parenting Plan on their own.

2.9 Children's Activities.

Each parent will maintain the child/ren in their normal activities during each parent's scheduled parenting time. Each parent will act reasonably in registering the child for activities.

3. Primary Residence: (CHOOSE ONE)

Father Mother home shall be considered the "primary residence."

Neither parent's home shall be considered the "primary residence."

4. Exchange of our Child/ren

4.1 Timeliness. Parents will arrive within ___ minutes of the time they are scheduled to be with the child/ren. If an unavoidable delay occurs, the delayed parent shall contact the other parent immediately.

4.2 Exchange Point/Transportation. Unless otherwise agreed by the parties, exchange of the child/ren will be: (CHOOSE ONE)

The home of the parent who is beginning his or her time with the children. The parent who is ending their time shall be responsible for dropping them off at the other parent’s home.

A neutral place as follows: _____. The parents shall share the responsibility for bringing the child/ren to and from the exchange point.

Other: (provide details for the exchange of the child/ren): _____

Additional provisions: (OPTIONAL – CHECK IF APPLICABLE)

If a parent starts his or her parenting time while the children are at school or daycare, that parent shall pick the child/ren up directly at the school or daycare. If the child/ren is supposed to be at school or daycare at the end of a parent’s scheduled parenting time, the parent shall drop the child/ren off directly at the school or daycare.

4.3 Clothing & Medication. The parents shall have the child/ren ready with the clothing they need and any necessary medications at the scheduled time of exchange. All clothing and medications that accompanied the child/ren shall be returned with them to the other parent.

5. Information Sharing: Unless there is a court order stating otherwise:

Both parents have equal rights to inspect and receive the child/ren’s school records, and both parents are encouraged to consult with school staff concerning the child/ren’s welfare and education. Both parents are encouraged to participate in and attend the child/ren’s school events. Each of the parents shall execute any authorizations or documents required such that each parent may inquire at the schools attended by the minor child/ren, about the progress, welfare, condition, and status of any child/ren, or to make any other reasonable necessary inquiry.

Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the child/ren.

Both parents have equal rights to consult with any person who may provide care or treatment for the child/ren and to inspect and receive the child/ren’s medical, dental and psychological records. Each of the parents shall execute any document or agreement or authorization so that either may inquire

personally of any such doctor or hospital which has examined or treated the child/ren regarding the condition or treatment of the child/ren.

Each parent has a continuing responsibility to provide a residential, mailing or contact address and contact telephone number to the other parent.

Each parent has a continuing responsibility to immediately notify the other parent within a reasonable period of time of any emergency circumstances or substantial changes in the health of the child/ren, including the child/ren's medical needs.

6. Communication.

6.1 Parent and Child Communication. (CHOOSE ONE)

- Both parents and child/ren shall have the right to communicate by telephone, text messaging, in writing or by e-mailing during reasonable hours without interference or monitoring by the other parent.
- Rules for telephone, letters, email, text messaging or other parent and child communication: _____

6.2 Parent to Parent Communication. Unless there is a court order stating otherwise:

The following rules apply to parent to parent communication: _____

Parents should make plans and exchange information directly with each other rather than through the child/ren. It is unfair for the child/ren to serve as the messengers for parents.

7. Moves by a Parent; Temporary Relocation of a Child. Unless there is a court order stating otherwise, neither parent may move to a residence more than 60 miles further distant from the other parent without giving the other parent _____ days notice of the change of residence and providing a copy of such notice to the Court.

The parents agree that it is in the best interest of their minor child(ren) to continue to have the association of both of the parents, and therefore neither parent shall remove the minor child(ren) from the State of _____, without the prior written approval of the other parent or a Court Order. Neither parent shall unreasonably withhold consent of the other for removal of the minor child/ren from the State.

8. Child/ren's Name. (CHOOSE ONE)

Both parents agree that their minor child/ren shall continue to bear the last name of father and the parties' minor child/ren shall not assume the name of mother's new spouse in the event that she remarries.

Both parents agree that their minor child(ren) shall bear the last name of the mother.

9. Religious Services or Cultural Activities.

Father and/or Mother consents to allow the child/ren to participate in any religious services or cultural activities without the other's prior written approval.

10. Child Support. (CHOOSE ONE)

No child support should be ordered in this case because:

Child support in the amount of \$ _____ monthly has already been ordered and docketed with the following court (list county and state): _____

Other reason: _____

Child support should be paid by Father to Mother (or) Mother to Father beginning on the first day of the month following the date of the judgment and continuing on the first (1st) day of each month thereafter until the child/ren attains the age of majority, marries, or is otherwise emancipated. The total amount of child support per month shall be \$ _____ for each child. Father and Mother agree that this amount is reasonable considering the needs of the child(ren) and financial ability of the parents.

11. Income Taxes.

Father shall be entitled to claim the following child/ren as dependent for tax purposes beginning the year this judgment is entered (list names): _____

Mother shall be entitled to claim the following child/ren as dependent for tax purposes beginning the year this judgment is entered (list names): _____

Other: _____

12. Life Insurance Coverage for Child/ren. (CHOOSE ONE)

Father Mother shall obtain and maintain life insurance for the benefit of the parties' child/ren throughout the period of the support obligation. The coverage should be in the amount of \$ _____

Father and Mother agree that no parent is obligated to provide life insurance for the child/ren.

13. Medical, Dental and/or Vision Expenses.

13.1 Insurance Coverage. (CHOOSE ONE)

The child/ren is an enrolled member of the Confederated Tribes of Grand Ronde and enrolled in the Tribal Member Health Care Plan. In the event that the Tribal Member Health Care Plan is no longer available, the Father Mother shall obtain and maintain in force a policy of insurance providing major medical insurance for the parties' minor child/ren. The medical insurance provided for herein shall remain in force for the benefit of the minor child/ren who have not married, attained the age of majority or have been other emancipated. If that parent fails to maintain insurance for the child/ren that parent should be responsible for any of those expenses incurred after the date of the judgment of dissolution of marriage.

The child/ren is not an enrolled member of the Confederated Tribes of Grand Ronde and therefore not eligible for the Tribal member Health Care Plan. Father Mother shall obtain and maintain in force a policy of insurance providing major medical insurance for the parties' minor child/ren. The medical insurance provided for herein shall remain in force for the benefit of the minor child/ren who have not married, attained the age of majority or have been other emancipated. If that parent fails to maintain insurance for the child/ren that parent should be responsible for any of those expenses incurred after the date of the judgment of dissolution of marriage.

Father and Mother have agreed that neither parent will be responsible for obtaining medical coverage for the child/ren and both will be equally responsible for all medical and dental expenses incurred for the child/ren.

13.2 Uninsured Expenses. (CHOOSE ONE)

Father and Mother shall each pay one half of all medical and dental expenses which are incurred for the minor child/ren and which are not covered by the insurance provided herein.

Father Mother shall pay for all medical and dental expenses which are not covered by the insurance provided herein.

14. Educational Expenses. (CHOOSE ONE)

Father and Mother shall each pay one half of the cost of tuition, books, and incidental fees of the minor child/ren if they attend an accredited college or university.

Father Mother shall pay the cost of tuition, books, and incidental fees of the minor child/ren) if they attend an accredited college or university.

15. Miscellaneous.

This Agreement shall be governed by, and construed in accordance with, the laws of the Confederated Tribes of the Grand Ronde Community of Oregon.

The parties may not alter, amend, or modify this Agreement except by an instrument in writing executed by both of them before a notary public.

If the parties ever remarry after the date of execution of this Agreement, this Agreement shall nevertheless continue in full force and effect unless it is modified or revoked by another written instrument to that effect signed by each of the parties.

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Each of the parties declares and agrees that he or she has read this Agreement and fully understands the same, and each of the parties hereto agrees that the execution of this Agreement shall be and is intended to be a full, complete, Agreement, and supersedes any prior agreement between the parties written or oral.

Each of the parties further agrees that this Agreement is made and entered into by him or her of his or her own volition and with full knowledge of its legal effect. By signing and executing this Agreement, each party agrees that this Agreement is made at his or her mutual request and after full and thoughtful consideration.

Executed on the day and year first written above.

Signature of Mother

Date

State of Oregon)
) ss.
County of Polk)

SIGNED AND SWORN TO before me this ___ day of _____, 20___, by
_____.

Notary Public – State of Oregon
My Commission expires: _____

Signature of Father

Date

State of Oregon)
) ss.
County of Polk)

SIGNED AND SWORN TO before me this ___ day of _____, 20___, by

_____.

Notary Public – State of Oregon

My Commission expires: _____

CONFEDERATED TRIBES OF GRAND RONDE

COMMUNITY OF OREGON

DISTRIBUTION OF REAL PROPERTY AGREEMENT

This Agreement is made on this ____ day of _____, 20____, at _____, Oregon, by and between _____, husband, and _____, wife.

RECITALS

This Agreement is made with reference to the following facts:

1. The parties were married on _____, _____, 19____ or 20____, in the State of _____.
2. Irreconcilable differences have arisen between the parties as a result of which they separated and ceased to live together as husband and wife on or about _____, _____, 19____, or 20____, which was _____ years _____ months from the date of their marriage.
3. The parties desire by this Agreement to effectuate a complete and final division of their real property. The parties also intend to relinquish any and all past, present, or future claims that each may have against the real property or estate of the other party and his or her executors, administrators, representatives, successors, and assigns, except as otherwise provided herein.
4. By this Agreement, husband and wife intend to settle all real property rights between them.
5. Each party agrees, upon demand of the other, to execute and deliver any instrument, furnish any information, perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay and expense.

NOW THEREFORE BASED ON THE MUTUAL PROMISES CONTAINED HEREIN AND THE FACT RECITED ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The real property described on Exhibit "A" attached hereto shall be awarded as set forth in Exhibit "A" and by reference incorporated herein.
2. Each party hereby warrants to the other that all real property of which he or she has any knowledge have been listed in Exhibit "A" and that neither he nor she is possessed of or entitled to any real property of any kind or description which has not been disclosed or agreed to be disposed of by this Agreement.

3. The parties agree that all after-discovered property that would have been real property under the law applicable as of the date of this Agreement shall be divided equally between them.

4. Each party hereby waives any and all rights to inherit in the estate of the other at his or her death.

5. Each party hereby waives any and all rights to receive any real property of the other by devise or bequeath unless under a Will executed subsequent to the date of this Agreement.

6. Each party hereby waives any and all rights to act as executor under the Will of the other unless under a Will executed subsequent to the date of this Agreement.

7. The parties hereby agree to pay all taxes levied against them as a result of the division of the real property that they each receive under this Agreement.

8. All real property accumulated or acquired by either party on or after _____, 19____ or 20____, shall be the separate property of the party acquiring it and each party waives and releases all property right he or she may have in such property.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the Confederated Tribes of the Grand Ronde Community of Oregon.

10. The parties may not alter, amend, or modify this Agreement except by an instrument in writing executed by both of them before a notary public.

11. If the parties remarry after the date of execution of this Agreement, this Agreement shall nevertheless continue in full force and effect unless it is modified or revoked by another written instrument to that effect signed by each of the parties.

12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

13. Each of the parties declares and agrees that he or she has read this Agreement and fully understands the same, and each of the parties hereto agrees that the execution of this Agreement shall be and is intended to be a full, complete, and final adjustment of all real property rights of the parties hereto existing as of the date hereof, and supersedes and prior agreement between the parties written or oral.

14. Each of the parties further agrees that this Agreement is made and entered into by him or her of his or her own volition and with full knowledge of its legal effect. By signing and executing this Agreement, each party agrees that this Agreement is made at his or her mutual request and after full and thoughtful consideration.

Executed on the day and year first written above.

Signature of Wife

Date

State of Oregon)

)

County of Polk)

)

SIGNED AND SWORN TO before me this _____ day of _____,
_____ by _____.

Notary Public – State of Oregon
My Commission Expires: _____

Signature of Husband

Date

SIGNED AND SWORN TO before me this _____ day of _____,
_____ by _____.

Notary Public – State of Oregon
My Commission Expires: _____

DISTRIBUTION OF REAL PROPERTY AGREEMENT

EXHIBIT "A"

PROPERTY #1

1. The husband wife has/have an interest in real property located at the address of:

Street City Zip County

2. A copy of the Deed with a legal description of the real property is attached. The Deed is incorporated into this Agreement by reference.

3. The property shall be: (CHOOSE ONE)

- awarded to the Wife, free of any interest in the Husband;
- awarded to the Husband, free of any interest in the Wife;
- jointly owned by the Wife and Husband;
- sold and the proceeds divided equally between the Wife and Husband; or
- as follows: (PLEASE DESCRIBE)

PROPERTY #2

1. The husband wife has/have an interest in real property located at the address of:

Street City Zip County

2. A copy of the Deed with a legal description of the real property is attached. The Deed is incorporated into this Agreement by reference.

3. The property shall be: (CHOOSE ONE)

- awarded to the Wife, free of any interest in the Husband;
- awarded to the Husband, free of any interest in the Wife;
- jointly owned by the Wife and Husband;

sold and the proceeds divided equally between the Wife and Husband; or

as follows: (PLEASE DESCRIBE)

PROPERTY #3

1. The husband wife has/have an interest in real property located at the address of:

Street	City	Zip	County
--------	------	-----	--------

2. A copy of the Deed with a legal description of the real property is attached. The Deed is incorporated into this Agreement by reference.

3. The property shall be: (CHOOSE ONE)

awarded to the Wife, free of any interest in the Husband;

awarded to the Husband, free of any interest in the Wife;

jointly owned by the Wife and Husband;

sold and the proceeds divided equally between the Wife and Husband; or

as follows: (PLEASE DESCRIBE)

CONFEDERATED TRIBES OF GRAND RONDE

COMMUNITY OF OREGON

DISTRIBUTION OF PERSONAL PROPERTY AGREEMENT

This Agreement is made on this ____ day of _____, 20____, at _____, Oregon, by and between _____, husband, and _____, wife.

RECITALS

This Agreement is made with reference to the following facts:

1. The parties were married on _____, _____, 19____ or 20____, in the State of _____.
2. Irreconcilable differences have arisen between the parties as a result of which they separated and ceased to live together as husband and wife on or about _____, _____, 19____, or 20____, which was _____ years _____ months from the date of their marriage.
3. The parties desire by this Agreement to effectuate a complete and final division of their property and in so doing have endeavored to make an equal division of their marital property. The parties also intend to relinquish any and all past, present, or future claims that each may have against the property or estate of the other party and his or her executors, administrators, representatives, successors, and assigns, except as otherwise provided herein.
4. By this Agreement, husband and wife intend to settle all personal property rights between them.
5. Each party agrees, upon demand of the other, to execute and deliver any instrument, furnish any information, perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay and expense.

NOW THEREFORE BASED ON THE MUTUAL PROMISES CONTAINED HEREIN AND THE FACT RECITED ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The property described on Exhibit "A" attached hereto and by reference incorporated herein, shall be awarded to the wife, and husband confirms it to her and waives any claim to or interest in it.
2. The property described on Exhibit "B" attached hereto and by reference incorporated herein, shall be awarded to the husband, and wife confirms it to him and waives any claim to or interest in it.

3. The joint bank accounts/IRAs/Cds described in Exhibit "C" attached hereto and by reference incorporated herein, shall be distributed as noted on the Exhibit. Each party agrees to take all steps necessary to distribute the accounts as agreed upon.

4. Each party hereby warrants to the other that all marital property of which he or she has any knowledge have been listed in this Agreement and that neither he nor she is possessed of or entitled to any marital property of any kind or description which has not been disclosed or agreed to be disposed of by this Agreement.

5. The parties agree that all after-discovered property that would have been marital property under the law applicable as of the date of this Agreement shall be divided equally between them.

6. Each party hereby waives any and all rights to inherit in the estate of the other at his or her death.

7. Each party hereby waives any and all rights to receive any property of the other by devise or bequeath unless under a Will executed subsequent to the date of this Agreement.

8. Each party hereby waives any and all rights to act as executor under the Will of the other unless under a Will executed subsequent to the date of this Agreement.

9. The parties hereby agree to pay all taxes levied against them as a result of the division of the property that they each receive under this Agreement.

10. All property accumulated or acquired by either party on or after _____, 19____ or 20____, shall be the separate property of the party acquiring it and each party waives and releases all property right he or she may have in such property.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the Confederated Tribes of the Grand Ronde Community of Oregon.

12. The parties may not alter, amend, or modify this Agreement except by an instrument in writing executed by both of them before a notary public.

13. If the parties ever remarry after the date of execution of this Agreement, this Agreement shall nevertheless continue in full force and effect unless it is modified or revoked by another written instrument to that effect signed by each of the parties.

14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

15. Each of the parties declares and agrees that he or she has read this Agreement and fully understands the same, and each of the parties hereto agrees that the execution of this Agreement shall be and is intended to be a full, complete, and final adjustment of all property rights of the parties hereto existing as of the date hereof, and supersedes and prior agreement between the parties written or oral.

16. Each of the parties further agrees that this Agreement is made and entered into by him or her of his or her own volition and with full knowledge of its legal effect. By signing and executing this Agreement, each party agrees that this Agreement is made at his or her mutual request and after full and thoughtful consideration.

Executed on the day and year first written above.

Signature of Wife

Date

State of Oregon)
)
County of Polk)

SIGNED AND SWORN TO before me this _____ day of _____,
_____ by _____.

Notary Public – State of Oregon
My Commission Expires: _____

Signature of Husband

Date

SIGNED AND SWORN TO before me this _____ day of _____,
_____ by _____.

Notary Public – State of Oregon
My Commission Expires: _____

EXHIBIT "C"

JOINT BANK ACCOUNT/IRAs/CDs DISTRIBUTION

NAME OF BANK	AMOUNT	ACCOUNT NUMBER	DATE ACQUIRED	DISTRIBUTION
1.	\$			
2.	\$			
3.	\$			
4.	\$			
5.	\$			
6.	\$			
7.	\$			
8.	\$			

CONFEDERATED TRIBES OF THE GRAND RONDE

COMMUNITY OF OREGON

DISTRIBUTION OF DEBT AGREEMENT

This Agreement is made on this ____ day of _____, 20__, at _____, Oregon, by and between _____, husband, and _____, wife.

RECITALS

This Agreement is made with reference to the following facts:

1. The parties were married on _____, _____, 19__ or 20__, in the State of _____.
2. Irreconcilable differences have arisen between the parties as a result of which they separated and ceased to live together as husband and wife on or about _____, _____, 19__ or 20__, which was _____ years _____ months from the date of their marriage.
3. The parties desire by the Agreement to effectuate a complete and final settlement of their debts and in so doing have endeavored to relinquish any and all past, present, or future claims that each may have against the other party and his or her executors, administrators, representatives, successors, and assigns, except as otherwise provided herein.
4. Each party agrees, upon demand of the other, to execute and deliver any instrument, furnish and information, perform and other act reasonably necessary to carry out the provisions of this Agreement without undue delay and expense.

NOW THEREORE BASED ON THE MUTUAL PROMISES CONTAINED HEREIN AND THE FACTS RECITED ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Husband and Wife shall pay debts as set forth below in on Exhibit "A" attached hereto and by reference incorporated herein.
2. Husband and wife each promise the other that they shall not incur any debt or obligation for which the other may be liable, and each agrees that if any claim be brought seeking to hold one liable for the subsequent debts of the other, or for any act or omission of the other, then each will hold the other harmless, and shall defend such claim.

3. Husband and wife acknowledge that they have provided for payment of all joint or individual debts of which they are aware in the provisions of this Agreement. If any joint or marital debts or obligations are subsequently discovered to have been omitted in this Agreement, each party shall pay one-half of such debt, or obligation, or in the event that prompt payment cannot be effectuated, the parties shall arrange an equal apportionment of such debt or obligation between them.

4. Each party hereby warrants to the other that all joint or individual debts of which he or she has any knowledge have been listed in this Agreement.

5. All debts accumulated or acquired by either party on or after _____, 20____, shall be the separate debt of the party acquiring it.

6. Each party hereby agrees that if any creditor asks the spouse not responsible for a debt to pay all or a portion of it, and he or she does so, the spouse responsible for the debt should reimburse the other spouse for any monies he/she paid to the creditor after the date of the judgment dissolving the marriage.

7. This Agreement shall be governed by, and construed in accordance with, the laws of the Confederated Tribes of the Grand Ronde Community of Oregon.

8. The parties may not alter, amend, or modify this Agreement except by an instrument in writing executed by both of them before a notary public.

9. If the parties remarry after the date of execution of this Agreement, this Agreement shall nevertheless continue in full force and effect unless it is modified or revoked by another written instrument to that effect signed by each of the parties.

10. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

11. Each of the parties declares and agrees that he or she has read this Agreement and fully understands the same, and each of the parties hereto agrees that the execution of this Agreement shall be and is intended to be a full, complete, and final adjustment of all debts of the parties hereto existing as of the date hereof, and supersedes any prior agreement between the parties written or oral.

12. Each of the parties further agrees that this Agreement is made and entered into by him or her of his or her own volition and with full knowledge of its legal effect. By signing and executing this Agreement, each party agrees that this Agreement is made at his or her mutual request and after full and thoughtful consideration.

Executed on the day and year first written above.

Signature of Wife

Date

State of Oregon)
)
County of Polk)

SIGNED AND SWORN TO before me this _____ day of _____, _____
by _____.

Notary Public – State of Oregon
My Commission Expires: _____

Signature of Husband

Date

State of Oregon)
)
County of Polk)

SIGNED AND SWORN TO before me this _____ day of _____, _____
by _____.

Notary Public – State of Oregon
My Commission Expires: _____

EXHIBIT "A"
DEBT DISTRIBUTION

NAME OF CREDITOR (who debt is owed to)	AMOUNT	WHAT DEBT IS FOR	DATE ACQUIRED	WHO SHOULD PAY
1.	\$			
2.	\$			
3.	\$			
4.	\$			
5.	\$			
6.	\$			
7.	\$			
8.	\$			

**IN THE TRIBAL COURT OF THE CONFEDERATED TRIBES OF THE
GRAND RONDE COMMUNITY OF OREGON**

<p>In the Matter of the Marriage of:</p> <p>_____ ,</p> <p style="text-align: right;">Co-Petitioner,</p> <p>and</p> <p>_____ ,</p> <p style="text-align: right;">Co-Petitioner.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No.: _____</p> <p>APPLICATION FOR ENTRY OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE</p>
---	--	--

I, the undersigned, request the Court enter a Final Judgment of Dissolution of Marriage. The Co-Petition for Dissolution of Marriage was filed with the Court on _____, ____, 20___. Neither Petitioner has filed a Notice of Revocation in this matter.

Certificate of Document Preparation: I selected this document for myself and completed it without paid assistance.

Co-Petitioner (signature)	Print Name
---------------------------	------------

Address or Contact Address	City, State, Zip Code	Telephone or Contact phone
State of Oregon)) ss.	
County of Polk))	

SIGNED AND SWORN to before me this ___ day of _____, 20___, by _____.

Notary Public – State of Oregon
My Commission Expires: _____

1 - APPLICATION FOR FINAL JUDGMENT	THE CONFEDERATED TRIBES OF GRAND RONDE TRIBAL COURT 9615 GRAND RONDE RD. GRAND RONDE, OR 97347 PHONE: (503) 879-2303 FAX: (503) 879-2269
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DATE ORIGINALLY ADOPTED: June 16, 1993
DATE AMENDED: 3/27/95
SUBJECT: Divorce Ordinance
RESOLUTION NUMBER: 034-93; 023-95

CONFEDERATED TRIBES OF THE GRAND RONDE
COMMUNITY OF OREGON

DIVORCE ORDINANCE
TRIBAL CODE §

(a) Authority and Purpose 2
(b) Definitions 2
(c) Requirements for Dissolution 2
(d) Filing of Joint Petition, Content and Form 3
(e) Counseling 3
(f) Revocation of Joint Petition; Termination of
 Proceeding Notice; Filing and Copies 3
(g) Appearance/Entry of Final Judgment;
 Waiting Period; Notice 4
(h) Final Judgment as Final Decree 4
(i) Action/Petition to Set Aside Final Judgment 4
(j) No attorneys..... 4
(k) Brochure..... 4
(l) Fees..... 5

CONFEDERATED TRIBES OF THE GRAND RONDE
COMMUNITY OF OREGON

DIVORCE ORDINANCE

(a) Authority and Purpose: The purpose of this Ordinance is to grant authority to the Tribal Court to dissolve marriages.

(b) Definitions: For purposes of this Ordinance, the following definitions shall apply:

(1) "Court Clerk" or "Clerk" shall mean the Clerk of the Tribal Court.

(2) "Judge" or "Tribal Judge" shall mean any Judge of the Tribal Court.

(3) "Reservation" shall mean all lands held in trust for the Tribe or its members by the United States.

(4) "Dissolution" or "Divorce" shall mean the dissolving or terminating of a marriage.

(5) "Tribal Court" or "Court" shall mean the Tribal Court of the Confederated Tribes of the Grand Ronde Community of Oregon.

(6) "Tribal Council" or "Council" shall mean the Tribal Council of the Confederated Tribes of the Grand Ronde Community of Oregon.

(7) "Tribe" shall mean the Confederated Tribes of the Grand Ronde Community of Oregon.

(c) Requirements For Dissolution: A marriage may be dissolved or terminated only when all the following conditions are met.

(1) Irreconcilable differences have caused the breakdown of the marriage and the marriage should be dissolved.

(2) There are no children of the marriage, natural or adopted, and the wife (to the best of her knowledge) is not pregnant; or a written agreement has been filed resolving all issues of child custody, support and visitation.

(3) Neither party has an interest in real property not held in trust, outside of the service area, except for the lease or rental of a residence.

(4) No unpaid obligations totaling \$5,000 have been made or assumed by either or both persons after the date of the marriage, except the unpaid balance of an automobile and of a student loan.

(5) The parties have signed: (a) a written agreement regarding the division of personal property, assets acquired during the marriage and debts incurred during the marriage: and (b) any documents (title certificates, bills of sale or other evidence of transfer of ownership) necessary to comply with the agreement.

(6) Both parties have waived any right to spousal support.

(7) One spouse is a tribal member or a resident of the reservation.

(8) If a spouse is neither a tribal member nor a resident of the reservation, that spouse has consented to the jurisdiction of the Tribal Court, waiving the right to contest the jurisdiction of the Tribal Court to enter a final judgement.

(9) Both parties have read and agree that they understand the Divorce Brochure.

(d) Filing of Joint Petition, Content and Form: The proceeding for the Dissolution of Marriage shall commence by filing a joint petition with the Clerk. The petition shall be signed and verified under oath by both husband and wife, and shall state that as of the date of its filing each requirement in Section (c) except for (5) (b) has been met. The Petition shall state the mailing address of both husband and wife, and shall also state whether or not the wife chooses to have her maiden or former name restored. If so, the wife shall state the name to be restored.

(e) Counseling: Upon the filing of the petition, the Clerk shall notify both spouses of the availability of marital counseling through the Tribe's Mental Health Professional.

(f) Revocation of Joint Petition; Termination of Proceeding; Notice; Filing and Copies to Other Spouse:

(1) At any time prior to filing an application for entry of final judgment, either spouse may revoke the joint petition and terminate the dissolution.

(2) The revocation shall be completed by filing with the Court a Notice of Revocation.

(3) The revoking spouse shall serve a copy of the Notice of Revocation to the other spouse by certified mail at the spouse's last known address.

(g) Appearance; Entry of Final Judgment; Waiting Period; Notice: Not more than 90 days from the date of filing the Joint Petition for Dissolution of Marriage, one or both spouses may appear in Tribal Court and an application for final judgment shall be entered. The Court shall enter a final judgment, provided, the agreement for property division, and any child support, that appears to be fair. The final judgment shall return both spouses to the status of single, and shall permit either party to marry after the judgment has been entered. The Clerk, after collecting the fee, shall send a Notice of Entry of Final Judgment to each person at their last known address.

(h) Final Judgment as Final Decree: When entered, the Final Judgment shall document a final decree of the rights and obligations of both parties regarding property rights and child custody, support, and visitation as agreed, and shall document a waiver of the respective right to spousal support.

(i) Action/Petition to Set Aside Final Judgment:

(1) A final judgment entered shall not influence nor bar the rights of either party to petition the Court to set aside or amend the final judgment for fraud, duress, accident, mistake, or other grounds recognized as reasonable under Tribal Law.

(2) The Court shall retain jurisdiction of a case for one (1) year following the entry of final judgment in all matters except the status of the marriage, where proof exists that the parties did not meet all requirements when the petition was filed.

(j) No attorneys: Notwithstanding any provisions of tribal law to the contrary, attorneys are not permitted to represent a party to a divorce in any aspect of a divorce case in Tribal Court.

(k) Brochure Describing Proceedings; Content, Form and Distribution: The Court shall develop and print a brochure describing the requirements, nature and effect of the proceedings. The brochure shall be distributed by the Court and shall state in clear English the following:

(1) It may be helpful for each person to consult an attorney

regarding the dissolution of the marriage, and the services of an attorney may be obtained through a lawyer referral service, independent legal services or legal aid organization. An attorney cannot be used in preparation of a divorce or appear in court to represent a party to a divorce.

(2) A short summary of the provisions and procedures established by this Ordinance.

(3) That neither husband or wife can receive any spousal support from the other.

(4) A statement in boldface type that with the entry of a final judgment all rights and obligations of both parties, including property and spousal support rights, will be permanently ended without right of appeal, except that either person may petition the Court to set aside the final judgment for fraud, duress, accident, mistake or other grounds recognized under tribal law.

(5) Neither person may remarry until the final judgment dissolving the marriage has been filed and entered by the Clerk.

(6) Such other matters as the Judge decides.

(1) Fees: The Court shall collect a fee for the filing of a dissolution, distribution of the brochure and other costs the Court may incur in processing the case. The amount of the fees shall be set by the Judge and approved by a resolution adopted by the Tribal Council.

I certify this to be a true copy of the Confederated Tribes of the Grand Ronde Community of Oregon Divorce Ordinance.



Tribal Council Secretary