

LETTERS OF GUARDIANSHIP

- Purpose:** This form serves as evidence that individual(s) has (have) been appointed guardian(s) of minor child(ren) and sets forth the limit of authority granted to the guardian(s).
- How:** Completed by the clerk of court and signed by the judge after a hearing has been held and it has been determined (a) guardian(s) should be appointed for the child(ren). The oath must be signed by the guardian(s) before the clerk of court who witnesses the form.
- Copies:** The original Letter is stored in the court case file.
A copy of the Letter is given to the guardian(s).

FORT PECK TRIBAL COURT
 ASSINIBOINE AND SIOUX TRIBES
 FORT PECK INDIAN RESERVATION
 POPLAR/WOLF POINT, MONTANA

IN THE MATTER OF:)
)
 _____) LETTERS OF
) GUARDIANSHIP
 _____)
) CASE NO. _____.
 _____)
 (A) MINOR INDIAN CHILD(REN))
)

TO ALL INTERESTED PARTIES:

The Tribal Court hereby appoints _____ as the legal guardian of the above-named minor child(ren). The guardianship shall be subject to the below-listed requirements, and shall remain in effect until the _____ day of _____, 20__.

The appointment of a guardian shall be reviewed on the _____, day of _____, 20__. (No more than one year from issuance.)

The terms of this guardianship shall be as follows:

1. This guardianship shall automatically terminate upon the occurrence of any of the following:
 - a. Upon the death of the guardian;
 - b. Upon the conviction of the guardian of a felony under the laws of the United States or any other state or territory thereof;
 - c. Upon the civil commitment of the guardian for mental incompetence;
 - d. Upon a showing that the guardian is unfit to exercise authority over the person of the child, and/or is unfit to act in his or her fiduciary capacity on behalf of the child; or
 - e. Upon the child's eighteenth birthday.

The guardian, or others with such information, shall report such facts to the Tribal Court immediately.

2. All persons named guardian of a child's person shall have physical custody of the child and shall render to the child the same care a natural parent would, including, but not limited to rearing, feeding, clothing, housing, and educating the child in his or her custody.
3. All persons named guardian of the child's property shall assume possession of the child's property, personal and real, administer said property as profitably as possible, and preserve and maintain said property as profitably until the child reaches the age of eighteen. The guardian may not alienate or encumber by mortgage, except by mortgage of "competent" lease, alienate, or encumber any mineral interests the child owns without the approval of the Court. The guardian shall enforce all obligations in favor of the child and shall represent the child in all civil matters. The guardian shall act at all times as a prudent administrator, and shall be personally responsible for all damages resulting from his or her failure to so act.
4. All guardians seeking to take extraordinary action with a child's property, or seeking to funds released to expend on behalf of said child, shall file a petition setting forth any such proposed action affecting the child's interest, with reasons and recommendations therefore.

If the Court finds that the proposed action is in the best interests of the child and if no other party objects within a reasonable time, the Court may enter an order approving the action without additional formality.

If the Court is not persuaded by the petition that the proposed action is in the best interests of the child, the Court may appoint a lawyer or representative to oppose the guardian on behalf of the child, review the guardianship appointment, or take other appropriate action to protect the best interests of the child.

The Court shall render judgment after a hearing where questions exist as to whether proposed action is in the best interests of the child.

5. If the child in this guardianship is a member of an Indian tribe, the Bureau of Indian Affairs is hereby requested to place a hold on all funds now deposited in the child's Individual Indian Money Account, along with all monies to be

deposited in the child's account in the future. All per capita monies shall be placed in the said account, and the Bureau of Indian Affairs shall disburse funds from the account only upon orders of this Court.

If the child in this guardianship is not a member of an Indian tribe, the guardian shall set up necessary bank and/or investment accounts to properly manage all funds coming to the child. The guardian shall only make expenditures from the child's account upon approval of this Court.

6. Upon termination of the guardianship, the guardian, or his or her heirs shall account for all real and personal property of the child, including money, received by the guardian at the beginning of the guardianship, received by the guardian during the course of the guardianship, and in possession of the guardian at the termination of the guardianship. Such an accounting shall include proper documentation of all expenditures and transactions, and may be required at the periodic hearings to review this guardianship.

Additionally, the accounting shall show the origin of any revenue, the disposition of any assets, and the purpose of all disbursements.

The final accounting shall be presented to the Court in the form of a petition that shall include a list of all interested parties.

Any interested party, including the child, may oppose the final account by answering the guardian's petition

The Court shall render judgment accepting the final account, when it is convinced of the correctness of the account.

A judgment of the Court accepting the final account does not relieve the guardian of responsibility or liability for breach of fiduciary duty to the child.

OATH OF GUARDIAN

I, _____, having reviewed the above requirements of a guardian, do hereby swear that I fully understand my responsibilities as a guardian, and will faithfully carry out these duties to the best of my abilities. In carrying out said duties, I will support the laws of the United States and of the Tribes and will promptly report any difficulties or circumstances that might arise to hinder my performance of these important duties. IN EVIDENCE WHEREOF, I HEREBY AFFIX MY SIGNATURE:

GUARDIAN'S SIGNATURE

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

CLERK OF COURT

(SEAL)

These letters of guardianship are hereby issued this _____ day of _____, 20____.

TRIBAL COURT JUDGE

ATTEST: _____
Clerk of Court