

MODEL FORM FOR MEMBERS IN PAY STATUS

DOCKET NO.: FA : SUPERIOR COURT
: :
Plaintiff : Judicial District of
: :
v. : FAMILY SESSION
: :
Defendant. : DATE

DOMESTIC RELATIONS ORDER

AND NOW, on this _____ day of _____, 20____. it
It appearing to the Court that:

This order shall be entered as a domestic relations order (“DRO”) under the domestic relations laws of Connecticut which specifically deal with alimony, maintenance payments or marital property rights between spouses; and further, pursuant to the State Employees Retirement Act (“SERA”), Chapter 66 of the Connecticut General Statutes. This Order is intended to provide and assign to an Alternate Payee (NAME) a portion of the retirement benefits payable to the Member (NAME) under the State of Connecticut State Employees Retirement System (“SERS” or the “Plan”).

STATEMENT OF FACTS FOR COURT ORDERED ASSIGNMENT OF RETIREMENT BENEFITS:

A. Parties/Plan Information:

1. Member Information: The Member is [full name] of [address, state, zip] who has a social security number of [#].
2. Alternate Payee Information: The Alternate Payee is [full name] of [address, state, zip] who has a social security number of [#] The Alternate Payee shall inform the retirement plan of all changes of address. The Alternate Payee acknowledges that failure to inform the retirement plan of a change of address may result in loss of benefits.
3. Plan Name: The Plan is the Connecticut State Employees Retirement System (“SERS”).
4. Plan Administrator: The Plan is administered by the State Employees Retirement Commission. This order shall be served upon the State Retirement and Benefit Services Division, Office of the State Comptroller, 55 Elm Street, Hartford, CT 06106. Attention: Nancy Wilson.

5. Marriage Information: The Alternate Payee and the Member were married on [date] in [town, state]. Dissolution of their marriage was granted on [date].

B. Benefit Information

1. Agreement to Plan Provisions: The parties agree and acknowledge that as the member has retired and is in pay status, benefits to the Alternate Payee will commence upon acceptance of the order by the Plan. By reason of the decree dissolving the marriage of the parties, the Alternate Payee has become the former spouse of the Member and cannot and shall not be treated as the spouse or surviving spouse of the Member under the provisions of the plan. Benefit payments to the Alternate Payee will cease upon the death of the Alternate Payee unless the Member has named the Alternate Payee as a contingent annuitant with regard to the benefit. All interest in and to the remaining plan benefits shall remain and belong to the Member.

2. Benefit Amount: (Choose a or b)

(a) SERS is directed to pay benefits to the Alternate Payee as a marital property settlement under the following formula: ___ % of the gross monthly benefit payable to the Member. The Alternate Payee will receive a pro-rata share of any cost of living adjustments (COLA) paid to the Member.

OR

(b) SERS is directed to pay benefits to the Alternate Payee as a marital property settlement under the following formula: \$___ of the Member's gross monthly payment. This amount will not be proportionately increased by the amount of any cost of living adjustments (COLA) paid to the Member.

3. Duration of Benefit: The Member has retired and is receiving monthly benefit payments from the plan. Distributions of benefits to the Alternate Payee shall commence immediately upon approval of this order by the Plan Administrator. Benefits shall normally be paid to the Alternate Payee by check sent out on the last business day of each month or on a date specified by statute. Distribution of monthly benefits provided under this order to the Alternate Payee shall terminate upon the death of the Member, except as provided in Paragraph 4 below.

4. Death of Member: At the time of retirement, the Member elected [HERE SPECIFICALLY NAME THE OPTION THAT WAS SELECTED – for example - a survivor option naming the Alternate Payee as the 50% contingent annuitant whereby the Alternate Payee shall be entitled to receive 50% of the Member's benefit after his death]. The Plan Administrator will enforce such option election within the provisions of the plan. The parties understand that this option election is irrevocable and cannot be changed regardless of any subsequent event.

5. Contributions and Distributions: Unless otherwise stated, accrued benefits shall include all Member contributions (if applicable) with credited interest. In the event that a lump sum amount regarding the Member's contributions is available for distribution post-retirement as

a result of the Member's death, the Alternate Payee will retain a % interest of the Member's account balance as of the day of his death with any credited interest that may have been earned on such balances.

(The following section should be added only in the rare case where the Member is currently in pay status on a voluntary pending basis but has applied for- and is awaiting word - on a disability retirement benefit.)

6. **Disability Retirement:** In the event that the Member receives a disability retirement the Alternate Payee will receive the monthly benefit as provided for in Paragraph 2 ("Benefit Amount") of this Order [or a monthly dollar amount of \$] subject to the following offset: should the Member receive a social security disability award, workers compensation benefit or outside earnings which will cause a statutory offset reduction in the Member's disability retirement benefit: (1) any "offset" will first be applied solely to the Member's portion of the monthly benefit; (2) if the offset brings the monthly benefit down below the set dollar amount – then the remaining portion of the offset will be applied against the Alternate Payee's benefit and (3) if the offset is such that there is no benefit available to the Member then the Alternate Payee' will not receive any benefit until such time as the Member begins to receive a benefit once again.

C. ADDITIONAL REQUIREMENTS

1. **Required Statements and Consent:** The Plan Member and the Alternate Payee shall execute all documents necessary to provide and secure the Alternate Payee's benefits as ordered hereunder. The Alternate Payee agrees to provide the Division with all documents that may be necessary to effectuate payment of the benefit.

2. **Taxes:** The taxable portion and basis will be prorated to each respective recipient.

3. **Member benefit information:** In response to a reasonable request by the alternative payee, SERS is hereby authorized to release information about the Member's account, including but not limited to annual statements, benefit estimates, the Member's election of benefit option, and the Member's designation of beneficiary or contingent annuitant, to the Alternate Payee without the consent of the Member.

4. **Plan Not Required:** The parties agree and acknowledge that this Order does not require the Plan to:

- (a) Provide any type or form of benefit, or any option that is not otherwise provided under the provisions of the Plan; and/or
- (b) Provide increased benefits; and/or
- (c) Make payment of benefits to the Alternate Payee that is required to be paid to any other Alternate Payee under an existing or previous Order.

5. Jurisdiction: The Court retains jurisdiction to amend this Order only for the purposes of establishing or maintaining its validity and enforceability under the Plan and for establishing or maintaining its qualification as a Qualified Domestic Relations Order as defined in Internal Revenue Code section 414(p)(11) and relevant State statutes.

6. Certified Copy: A court certified copy of this Order shall be mailed to the Plan Administrator. It will be the responsibility of the *[plaintiff or defendant]* to obtain and submit such an order to the Plan as soon as reasonably possible after the court has approved said order. It is acknowledged by the parties that the Plan cannot and will not make any payments to the Alternate Payee unless it receives and formally accepts a certified copy of the Order as a PADRO and furthermore, the Plan has no responsibility to obtain such a certified copy.

7. No Retroactive Payment: The parties understand and agree that pursuant to Paragraph 6 above, the Plan will only make payments to the Alternate Payee upon receipt of a certified order. The Plan does not make retroactive payments. Payment to the Alternate Payee is only made on a prospective basis upon receipt of the certified order.

IT IS INTENDED by both parties and by the Court that this Order shall qualify as a Domestic Relations Order and that this Order will be deemed a qualified domestic relations order with regard to IRC Code 414(p) including Code Section 414(p) (11).

Signature of Alternate Payee

Signature of Member

Signature of Attorney for
Alternate Payee

Signature of Attorney for
for Member

APPROVED BY THE COURT

(Judge, Clerk, Ass't Clerk)