COURT OF COMMON PLEAS OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY, COMMONWEALTH OF PENNSYLVANIA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, : FAMILY DIVISION

PLAINTIFF :

:

v. : NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, :

DEFENDANT :

: ACTION IN DIVORCE

DOMESTIC RELATIONS ORDER

AND NOW, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, the attached Stipulation and Agreement entered into by the parties in the above captioned case and dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is hereby incorporated, but not merged, into this Order of Court.

J.

ATTEST:

Appendix A

COURT OF COMMON PLEAS OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY, COMMONWEALTH OF PENNSYLVANIA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, : FAMILY DIVISION

PLAINTIFF :

:

v. : NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, :

DEFENDANT :

: ACTION IN DIVORCE

STIPULATION AND AGREEMENT

AND NOW, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_, the parties, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Plaintiff, and \_\_\_\_\_\_\_\_\_\_\_\_\_, Defendant, do hereby Stipulate and Agree as follows:

1. **Plan Information**. This Order relates to the Commonwealth of Pennsylvania, Public School Employees’ Retirement System (hereinafter “Plan” or “PSERS”), as provided by the Public School Employees’ Retirement Code, 24 Pa.C.S. § 8101 et seq. (“Retirement Code”).

2. **Member Information**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Member"), is a Member of PSERS. The Member's date of birth is \_\_\_\_\_\_\_\_\_\_, and social security number is \_\_\_\_\_\_\_\_\_\_\_. The Member’s mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. **Alternate Payee Information**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Alternate Payee") is the former spouse of Member. Alternate Payee's date of birth is \_\_\_\_\_\_\_\_\_\_\_\_\_ and social security number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Alternate Payee’s mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. **Address Notification**. The parties shall promptly notify PSERS of any change in their address from those set forth in this Order.

5. **Retirement Benefits**. Member's retirement benefit is defined as all monies paid to or on behalf of Member by PSERS, including any lump-sum withdrawals and/or scheduled or ad hoc increases, but excluding the disability supplement of any disability annuity paid to Member by PSERS. Member’s retirement benefit does not include any enhancements to the Member’s retirement benefit arising from post-separation monetary contributions made by Member. Equitable distribution of the marital property component of Member's retirement benefit, as set forth in Paragraph Six (6) shall commence as soon as administratively feasible after Member's effective date of retirement or the approval by PSERS of a Domestic Relations Order incorporating this Stipulation and Agreement, whichever is later.

*Note: If the Member is a multiple service member, then the Present Value of the Member’s credited state service with the State Employees’ Retirement System will be included unless otherwise stated in the DRO.*

6. **Equitable Distribution**.

[Using a Marital Property Component]:

(a) The marital property component of Member's retirement benefit equals (1) the Coverture Fraction multiplied by (2) the Member's retirement benefit as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [the Member's actual date of retirement or other agreed upon date].

(b) The Coverture Fraction is a fraction with a value less than or equal to one (1.00). The numerator shall equal the amount of Member's service, as defined by PSERS, for the period from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_. The denominator shall equal the amount of Member's [total service] OR [service, for the period from \_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_].

(c) \_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_%) of the marital property component of Member's retirement benefit is to be allocated to Alternate Payee for the purpose of equitable distribution of this marital asset.

*Note: If the Member is a multiple service member, then the Member’s credited state service with the State Employees’ Retirement System will be included in the Coverture Fraction unless otherwise stated in the DRO.*

OR

[Using a pre-defined amount.]:

Alternate Payee’s share of Member’s retirement benefit shall be $(specific amount) or (\_\_\_)% of Member’s monthly annuity. [The DRO must specify how a lump-sum amount is to be paid – Please contact PSERS for sample language.]

7. **Death of Member**. Member hereby nominates Alternate Payee as an irrevocable beneficiary to the extent of the Alternate Payee's equitable distribution interest in Member's retirement benefit for any death benefits payable by PSERS. The balance of any death benefit remaining after the allocation of the equitable distribution portion payable to Alternate Payee and any other Alternate Payees named under other PSERS-approved Domestic Relations Orders (“Balance”) shall be paid to the beneficiaries named by Member on the last Nomination of Beneficiaries form filed with PSERS prior to Member’s death. If the last Nomination of Beneficiaries form filed by Member prior to Member’s death (a) predates any approved Domestic Relations Order incorporating this Stipulation and Agreement, and (b) names Alternate Payee as a beneficiary, then: (1) the terms of the Domestic Relations Order shall alone govern Alternate Payee's share of any death benefit, and (2) for purposes of paying the Balance via the last Nomination of Beneficiaries form filed with PSERS prior to Member's death, Alternate Payee shall be treated as if Alternate Payee predeceased Member.

8. **Authorization.** Member hereby authorizes PSERS to release to Alternate Payee all information concerning Member's retirement account as it relates to the terms of this Order.

9. **Death of Alternate Payee.** If Alternate Payee dies prior to the receipt of all payments potentially payable to the Alternate Payee from PSERS under this Order, then any payment payable to the Alternate Payee by PSERS shall:

Revert to Member.

OR

Be paid to Alternate Payee's estate to the extent of the Alternate Payee's equitable distribution portion of the Member's retirement benefit as set forth in Paragraphs Five (5) through Eight (8).

OR

Be paid to a/each "Contingent Alternate Payee" [include the name(s), address(es), date(s) of birth, social security number(s) and percentage(s) (totaling 100%) payable to each Contingent Alternate Payee, and the relationship of each Contingent Alternate Payee to the Member].

*Note: If the Alternate Payee is entitled to a portion of the Member’s pre-retirement death benefit and the Alternate Payee’s equitable distribution portion of the Member’s retirement benefit is to be a monthly “sum certain” amount, the DRO must specify the Alternate Payee’s equitable distribution portion as a percentage of the Member’s death benefit or a specific lump sum up to the amount of the available death benefit.*

10. **Retirement Option Election.** The term and amount of Member's retirement benefit payable to Alternate Payee under the terms of this Stipulation and Agreement after its entry as a Domestic Relations Order acceptable to PSERS are dependent upon which option is elected by Member upon retirement. Member and Alternate Payee expressly agree that

Member shall elect [Maximum Single Life Annuity] OR [Option 1] OR [Option 2] OR [Option 3] OR [Option 4 - Customized Option] for the Alternate Payee’s portion at the time Member files an Application for Retirement with PSERS. Member may elect any option on the remaining portion as long as it does not negatively affect the Alternate Payee’s portion. The Alternate Payee shall share equally in the cost of such option election on the Alternate Payee’s portion.

*Note: If the parties want to provide a levelized benefit under the Option 4 - Customized Option, please utilize the following language:*

The Alternate Payee shall receive his/her portion of the annuity which is payable to Member during his/her lifetime, so that the Alternate Payee shall receive a portion of the Member’s benefit during his/her lifetime and the same amount as a survivor annuity if the Member predeceases the Alternate Payee after the Member’s retirement. The Alternate Payee acknowledges that if he/she predeceases the Member after the Member’s retirement, then under this levelized survivor annuity option, no survivor annuity is payable to the Alternate Payee’s estate or contingent alternate payee. Member may elect any option for the remaining portion as long as it does not negatively affect the Alternate Payee’s portion.The Alternate Payee shall share equally in the cost of such option election.

OR

Member may elect any retirement option offered by PSERS under the Retirement Code at the time Member files an application to retire with PSERS with the Alternate Payee bearing [a proportionate share] OR [no share] OR [specific percentage] in the cost of such option elected.

*Note: The DRO must specifically state how the cost of an option election is to be allocated among the Member and the Alternate Payee. If the Alternate Payee is to share in the cost, then the Alternate Payee’s portion of the Member’s retirement benefit will not be based on the Maximum Single Life Annuity but will be reduced by such cost.*

***For T-C and T-D Members only:***

**LUMP-SUM BENEFIT.** Upon retirement, Member [shall] OR [may] OR [may not] elect to receive a lump-sum payment pursuant to 24 Pa.C.S. § 8345(a)(4)(iii) as part of their retirement benefit. Member shall elect to receive a lump sum in an amount equal to [the total accumulated deductions], OR [$ (specific amount) ] of which the Alternate Payee:

is entitled to receive the equitable distribution portion as outlined in Paragraph Six (6).

*Note: If the allocation of the lump-sum benefit to the Alternate Payee is not specifically stated, it is assumed that the Alternate Payee will receive his/her equitable distribution portion of the lump-sum benefit.*

OR

is not entitled to receive any portion of the Member’s lump sum.

OR

State your own method.

*Note: If the Alternate Payee’s equitable distribution portion of the Member’s retirement benefit is to be a monthly “sum certain” amount, the DRO must specify the Alternate Payee’s equitable distribution portion of the lump-sum benefit in a percentage or a specific lump sum up to the amount available to be withdrawn.*

11. **Tax Liabilities**. PSERS shall issue individual tax forms to Member and Alternate Payee for the amounts paid to each.

12. **Limitations on the Alternate Payee**. Alternate Payee may not exercise any right, privilege or option offered by the Retirement Code. In no event shall the Alternate Payee or his/her estate have greater benefits or rights than those that are available to the Member. The Alternate Payee or his/her estate is not entitled to any benefit not otherwise provided by the Retirement Code. The Alternate Payee or his/her estate is only entitled to the specific benefits offered by the Retirement Code as provided in this Order. All other rights, privileges, and options offered by the Retirement Code not granted to the Alternate Payee or his/her estate by this Order are preserved for the Member. Member and Alternate Payee acknowledge that benefits paid pursuant to this Stipulation and Agreement are and shall remain subject to the Public Employee Pension Forfeiture Act, 43 P.S. § 1311, et seq.

13. **Intent of the Parties.** The parties intend and agree that the terms of this Stipulation and Agreement shall be approved, adopted, and entered as a Domestic Relations Order.

14. **Amendments.** The Court of Common Pleas of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Commonwealth of Pennsylvania, shall retain jurisdiction to amend any Domestic Relations Order based on this Stipulation and Agreement, but only for the purpose of establishing it or maintaining it as a Domestic Relations Order; provided, however, that no such amendment shall require PSERS to provide any type or form of benefit, or any option not otherwise provided by PSERS, and further provided that no such amendment or right of the Court to so amend will invalidate any existing Order.

15. **Effective Date.** Upon its entry as a Domestic Relations Order, a certified copy of this Stipulation and Agreement and any attendant documents shall be served upon PSERS immediately. The Domestic Relations Order shall take effect immediately upon its approval and the approval of any attendant documents by PSERS, and shall remain in effect until further Order of the Court.

WHEREFORE, the parties, intending to be legally bound by the terms of this Stipulation and Agreement, do hereunto place their hands and seals.

Dated: \_\_\_\_\_\_\_\_ (Member)

Dated: \_\_\_\_\_\_\_\_ (Alternate Payee)

Dated: \_\_\_\_\_\_\_\_ (Attorney for Member)

Street

City, State, Zip

Dated: \_\_\_\_\_\_\_\_ (Attorney for Alternate Payee)

Street

City, State, Zip