STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF _____

_____,
Plaintiff,

Case No._____

v

HON._____

_____,
Defendant

_____

_____ P_____
Attorney for Plaintiff
{Address}_____
_____
{Phone #}_____

_____ P_____
In Pro Per
{Address}_____
_____
{Phone #}_____

_____

DOMESTIC RELATIONS ORDER FOR THE
Michigan Public School Employees Retirement System

At a session of the Court, held in the Courthouse, in the City of _____,
County of_____, on _____, 20_____
PRESENT HON:_____
Circuit Court Judge

This Order is intended to serve as a Domestic Relations Order (DRO) by which the Retirant, _____, assign a portion of his/her retirement benefits, under the retirement system specified below, to the Former Spouse , _____, in accordance with MCL 552.18, MCL 38.1684(2) and the Michigan Public School Employees Retirement Act [1980 PA 300, MCL 38.1301 et seq].

1. The retirement system (the Plan) subject to this Order is as follows:

   Michigan Public School Employees Retirement System
   Attn: Plan Administrator
   Department of Technology, Management and Budget
   Office of Retirement Services
   P. O. Box 30171
   Lansing, Michigan 48909-7671
   517-322-5103

2. The Retirant is _____, date of birth (mm/dd/yyyy) _____; retirement effective date (mm/yyyy) _____; option chosen at retirement Straight Life; whose last known address is:

   _____

   _____

   _____

3. The Former Spouse is _____, date of birth (mm/dd/yyyy) _____; whose last known address is:

   _____

   _____

   _____

4. The Retirant and the Former Spouse were married on (mm/dd/yyyy)_____, and were divorced on (mm/dd/yyyy)_____.

5. Attached to this order, but not filed with the court, are the social security numbers for the Former Spouse and the Retirant.

6. The Retirant assigns to the Former Spouse a portion of the Retirant's benefits from the Plan and the Plan will pay benefits to the Former Spouse according to the following terms and conditions (Select a, b, and/or c.)

   ☐ (a) It is the parties' intention, and the order of this Court, that the Former Spouse receive a monthly benefit from the Plan of _____ % of the Retirant's pension, which was effective on _____. This assignment includes a prorata share of any guaranteed benefit increases. If the Former Spouse predeceases the Retirant, all benefits payable to the Former Spouse under the terms of this order will revert to the Retirant. If the Retirant predeceases the Former Spouse, all benefits payable to the Former Spouse under this Order will permanently cease.

   ☐ (b) It is the parties' intention, and the order of this Court, that the Former Spouse receive a monthly benefit from the Plan of $_____ from the Retirant's pension, which was effective on _____ . This assignment will also include $_____ of any guaranteed benefit increase. If the Former Spouse predeceases the Retirant, all benefits payable to the Former Spouse under the terms of this order will revert to the Retirant. If the Retirant predeceases the Former Spouse, all benefits payable to the Former Spouse under this Order will permanently cease.

(c) If, at the time of retirement, the Retirant elected a survivor option and designated the Former Spouse as his or her beneficiary, the DRO may be used to void that survivor option. If the survivor option is voided, the Retirant's benefit will revert to a straight life option. A new beneficiary may not be selected. To declare the survivor option null and void the following language is required.

☐ The plan administrator shall, upon receipt of this order, negate and declare null and void, the Retirant's election of the Straight Lif survivor option previously filed with the plan administrator, thereby relinquishing all of the Former Spouse's rights to any pension or benefit after the death of the Retirant. Beginning the first month following the presentation of a certified copy of this order to the plan administrator, the Retirant's retirement allowance shall revert to a straight life allowance.

7. This assignment of benefits does not require the Plan to provide any type or form of benefit not provided under the Plan. This assignment does not require the Plan to provide increased benefits, determined on the basis of actuarial equivalent value, or the payment of a benefit to the Former Spouse that is required to be paid to another individual under a DRO or EDRO previously accepted by the Plan.

8. The Former Spouse shall include his/her gross income for the tax year of receipt, all retirement benefit distributions received pursuant to the Retirant's assignment of benefits under this DRO. The Former Spouse shall be treated as the sole distribute under IRS Sections 72 and 402 of any payment or distribution made to him/her under the Retirant's assignment of benefits under the DRO.

9. The Retirant, the Former Spouse, and the Court intend this Order to be a DRO under the Plan and related laws.

10. If the Administrator of the Plan determines this Order not to be an acceptable DRO, the Retirant and the Former Spouse agree to submit to and request a court of competent jurisdiction to modify the Order to make it a DRO acceptable to the Plan and applicable law.

11. The parties agree to use this particular document for ease of drafting. As such, any unchecked box and its corresponding language is not incorporated into and does not apply to the Order.

_____
(Signature)

_____ Date _____
Circuit Court Judge

Approved as to form:

_____
(Signature)
_____ P_____ Date_____
Attorney for Plaintiff

_____
(Signature)
_____ P _____ Date_____
In Pro Per

Attachment 1
Required

DO NOT FILE THIS DOCUMENT WITH THE COURT.
Include this attachment with the signed DRO when delivering to the Office of Retirement Services.

Case Name:_____v_____

Case Number: _____ County of: _____

Plaintiff	Defendant
Name:	Name:
Social Security Number:	Social Security Number:

PRINT

Print copies for distribution:
- Original to Circuit Court Clerk
- True copy to Plan administrator

Michigan Public School Employees Retirement System
Attn: Plan Administrator
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