



STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF _____

Plaintiff,

Case No. _____

v

HON. _____

Defendant.

P _____
[Attorney for Plaintiff]

{Address} _____

{Phone #} _____

P _____
[Attorney for Defendant]

{Address} _____

{Phone #} _____

ELIGIBLE DOMESTIC RELATIONS ORDER FOR THE
MICHIGAN STATE 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 an Eligible Domestic Relations Order (EDRO) by which the Participant, _____, assigns a portion of his/her retirement benefits, under the retirement system specified below, to the Alternate Payee, _____, in accordance with the Eligible Domestic Relations Order Act (MCL 38.1701 *et seq*) and the Michigan State Employees Retirement Act (MCL 38.1 *et seq*). [This Order is incorporated in the Judgment of Divorce entered _____, 20____, and made a part thereof.]



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

Michigan State Employees Retirement System
Attn: Plan Administrator
Department of Technology, Management and Budget
Office of Retirement Services
P. O. Box 30171
Lansing, Michigan 48909-7671
517-322-6103

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

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

4. The Participant and the Alternate Payee 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 Alternate Payee and the Participant.

6. The Participant assigns to the Alternate Payee a portion of the Participant's benefits from the Plan and the Plan will pay benefits to the Alternate Payee according to the following terms and conditions. (Select a or b.)

(a) It is the parties intention, and the Order of this Court, that the Alternate Payee receive a monthly benefit from the Plan that is a percentage of the Participant's retirement allowance calculated as follows:

| % of Allowance | Years of Service Included in Calculation | |
|----------------|--|-----------------|
| | From (mm/dd/yyyy) | To (mm/dd/yyyy) |
| | | |

The Alternate Payee's benefit includes a prorata share of any post-retirement increases payable to the Participant under the Plan unless the Order specifically excludes these increases. Check this box if the parties agree to EXCLUDE post-retirement increases from the Alternate Payee's benefit.

(b) It is the parties intention, and the Order of this Court, that the Alternate Payee receive a monthly benefit from the Plan as follows:

| Dollar Amount | Amount of Increase |
|---------------|--------------------|
| | |

You must specify an amount of increase unless the Order specifically excludes increase. Check this box if the parties agree to EXCLUDE any post-retirement increases from the Alternate Payee's benefit.

7. Form of Payment at Participant's Retirement. The parties agree that the form of payment to the Alternate Payee will be payable according to one of the following terms and combinations: (Select a, b or c.)

(a) Single Life Annuity - Payable Over Participant's Lifetime

The benefits payable to the Alternate Payee will begin when the Participant begins to receive benefits under the Plan and will be in the form of a single life annuity payable during the lifetime of the Participant. If the Participant elects to receive an early-reduced retirement benefit, the Alternate Payee's benefit shall be reduced by the same factor.

Death of Participant: If the Participant predeceases the Alternate Payee after payments to the Alternate Payee begin, all benefits payable to the Alternate Payee will permanently cease.

Death of Alternate Payee: If the Alternate Payee predeceases the Participant after payments to the Alternate Payee begin, all benefits payable to the Alternate Payee under this EDRO will revert to the Participant.

(b) Single Life Annuity - Payable Over Alternate Payee's Lifetime.

The benefits payable to the Alternate Payee will begin when the Participant begins to receive benefits under the Plan and will be in the form of a single life annuity payable during the lifetime of the Alternate Payee. (Note: An actuarial adjustment to the Alternate Payee's benefit will be made to reflect the difference in life expectancies.)

Death of Participant: If the Participant predeceases the Alternate Payee once the Alternate Payee has begun receiving payments, benefits will continue for the Alternate Payee's lifetime.

Death of Alternate Payee: Once payment of the Alternate Payee's benefit begins, the Participant's benefit is permanently reduced and the Alternate Payee's benefit will not revert to the Participant if the Alternate Payee predeceases the Participant.

(c) Joint Survivor Option

The Alternate Payee's benefit will begin when the Participant begins to receive benefits under the Plan and will be in the form of the Plan's _____% Joint Survivor Option. While both parties are alive, the Plan will pay the Alternate Payee _____% [generally, this percentage matches the percentage stated in Paragraph 6(a)] of the _____% Joint Survivor Option (reduced as required for the survivor option).

(Continued on next page)

7. (c) Joint Survivor Option continued

Death of Participant. If the Participant predeceases the Alternate Payee after payment to the Alternate Payee begins, the Alternate Payee will receive a monthly benefit from the Plan of _____% of the shared portion of the Participant's retirement allowance (reduced as required for the survivor option).

Death of Alternate Payee. If the Alternate Payee predeceases the Participant, all benefits payable to the Alternate Payee under this EDRO will revert to the Participant.

8. Optional Form of Payment at Earliest Retirement Date

The parties agree that the Alternate Payee will have the right to elect to receive benefit payments under the Plan at any time beginning when the Participant reaches the earliest retirement date as defined in Section 2(d) of the EDRO Act MCL 38.1702 (d). If the Alternate Payee begins receiving payments pursuant to this provision, payment will be in the form of a single life annuity payable during the lifetime of the Alternate Payee. If the Participant elects to receive an early-reduced retirement benefit, the Alternate Payee's benefit shall also be reduced by the same early retirement factor.

9. If the Alternate Payee predeceases the Participant before the Alternate Payee begins receiving payments under this Order, the Alternate Payee's interest shall revert to the Participant.

10. The Participant and the Alternate Payee agree to share any additional costs for actuarial services incurred by the Plan due to the review and implementation of the terms of this Order. The Alternate Payee's share of those costs shall be in proportion to the Alternate Payee's share of the Participant's retirement allowance awarded to the Alternate Payee under Paragraph 6.

11. Optional Designation as Surviving Spouse. (Select a or b.)

(a) The Alternate Payee shall be designated as the Participant's surviving spouse for purposes of the Plan's pre-retirement survivor annuity benefit.

(b) The Alternate Payee shall be designated as the Participant's surviving spouse for purposes of the Plan's pre-retirement survivor annuity benefit for the retirement allowance stated in paragraph 6.

If the Alternate Payee begins receiving payment pursuant to this Order, prior to the Participant's death, and the Alternate Payee's benefit is in the form of a single life annuity payable over the Alternate Payee's lifetime, the Alternate Payee will not be eligible to receive a surviving spouse benefit under the Plan.

12. This assignment of benefits does not require the Plan to provide any type or form of benefit not provided under the Plan or a form of payment not provided by the EDRO Act; the Plan to provide an increased benefit determined on the basis of actuarial value; or the payment of a benefit to an Alternate Payee that is required to be paid to another Alternate Payee under a previously filed EDRO. MCL 38.1702(2)(e)(vii).

13. The Alternate Payee shall include his/her gross income for the tax year of receipt, all retirement benefit distributions received pursuant to the Participant's assignment of benefits under this EDRO. The Alternate Payee shall be treated as the sole distributee under IRS Sections 72 and 402 of any payment or distribution made to him/her under the Participant's assignment of benefits under this EDRO.
14. The Participant, the Alternate Payee, and the Court intend this Order to be an EDRO under the EDRO Act (MCL 38.1701 *et seq*), the Plan, and related laws.
15. The parties agree to provide the Alternate Payee with a retirement payment that fairly represents what they have agreed to be the Alternate Payee's share of the Participant's accrued retirement benefit as defined in Paragraph 6. In the event the Administrator of the Plan determines this Order not to be an EDRO satisfactory to the Plan, the Participant and the Alternate Payee agree to submit to and request a court of competent jurisdiction to modify the Order to make it an EDRO satisfactory to the Plan and applicable legislation. Any modification Order must be filed with the Plan before the Participant's retirement allowance effective date.
16. The parties agree to use this particular document for ease of drafting. As such, any unchecked box and its corresponding language, with the exception of the "post-retirement increases payable to Participant" language in Paragraph 6, is not incorporated into and does not apply to this Order.

 (Signature)

 Circuit Court Judge

 Date

Approved as to form:

 (Signature)

_____ P _____ Date _____
 [Attorney for Plaintiff]

 (Signature)

_____ P _____ Date _____
 [Attorney for Defendant]

**Attachment 1
(Required)**

**DO NOT FILE THIS DOCUMENT WITH THE COURT.
Include this attachment with the signed EDRO 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 copies for distribution:
- Original to Circuit Court Clerk
- True copy to Plan administrator

Michigan State Employees Retirement System
Attn: Plan Administrator
Department of Technology, Management, and Budget
Office of Retirement Services
P.O. Box 30171
Lansing, MI 48909-7671