

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF [County where the order will be filed]

[Number] JUDICIAL DISTRICT

In Re the Marriage of:

Court File Number: [Number]

Assigned Judge: [Name]

\_\_\_\_\_  
Name of Petitioner (first, middle, last)

**DOMESTIC RELATIONS ORDER  
TO DIVIDE PUBLIC PENSION BENEFITS**

and

\_\_\_\_\_  
Name of Respondent (first, middle, last)

The above-entitled matter came before the undersigned judge of district court on [month, day, year].

The Judgment and Decree (hereinafter “Decree”) of dissolution in this matter was entered on [month, day, year].

The Decree awards a portion of the [Petitioner’s or Respondent’s] (hereinafter “Participant’s”) future benefits payable from the State of Minnesota Teachers Retirement Association to [Petitioner or Respondent] (hereinafter “Alternate Payee”) pursuant to a Domestic Relations Order.

Because there is insufficient liquid or readily liquidated marital property for disposition to equitably offset the value of the pension benefits, the Court issues this Order dividing public pension benefits.

NOW THEREFORE, based upon all the files, records and proceedings herein, the Court being duly advised in the premises, finds:

- 1) That the Participant has a vested interest in the State of Minnesota Teachers Retirement Association.
- 2) That the Decree entered on [month, day, year] requires a transfer of benefits to the Alternate Payee through the use of a Domestic Relations Order to Divide Public Pension Benefits.

3) The parties were married on [month, day, year], and have mutually agreed upon [month, day, year] as the end date of the marriage for the purpose of calculating the marital portion under this Order.

IT IS HEREBY ORDERED:

- 1) That the Participant shall assign and the Alternate Payee is awarded any and all benefits from the State of Minnesota Teachers Retirement Association as hereinafter set forth.
- 2) The retirement plan subject to this Order is the State of Minnesota Teachers Retirement Association (hereinafter called "TRA" or "Plan").
- 3) The Participant in the Plan is \_\_\_\_\_. The Participant's current address is \_\_\_\_\_  
\_\_\_\_\_. The Participant's date of birth and social security number are disclosed on the Confidential Information Form
- 4) The Alternate Payee is \_\_\_\_\_. The Alternate Payee's current address is \_\_\_\_\_  
\_\_\_\_\_. The Alternate Payee's social security number and date of birth are disclosed on the Confidential Information Form.
- 5) That TRA will pay benefits to the Alternate Payee pursuant to the following formula:  

Number of years of TRA service credit accumulated during the marriage		Total years of TRA service credit	÷		×	1/2 of an annuity, refund or any other benefit payable with respect to the Participant
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- 6) The Participant shall not assign, withdraw, or otherwise encumber the TRA contributions.
- 7) If the Participant dies prior to the time the Alternate Payee begins to receive a share of the TRA benefits, then the Alternate Payee shall receive pre-retirement survivor benefits based upon a portion of the Participant's benefits determined in accordance with the applicable formula set forth above. The Participant's new spouse or designated beneficiary, if any, shall be entitled to receive pre-retirement survivor benefits based upon the portion, if any, of the Participant's benefit remaining after the deduction of the Alternate Payee's portion determined in accordance with the applicable formula set forth above. This portion may be a lump sum or a monthly payment.

- 8) The Participant shall name the Alternate Payee as designated beneficiary of a portion of the TRA benefit. The Participant shall file a change of beneficiary form with TRA specifying that the Alternate Payee is a beneficiary in accordance with the terms of the decree.
- 9) The Alternate Payee's benefit shall be payable directly to \_\_\_\_\_ at \_\_\_\_\_ or at such other address as the Alternate Payee shall designate.
- 10) Each party shall be responsible for any taxes due on their own respective shares of the proceeds received from the Plan.
- 11) The Alternate Payee shall be entitled to commence receipt of the assigned benefit under the Plan only after the Participant submits a valid application for the public pension plan benefits and the benefits become payable, or upon the death of the Participant.
- 12) **Option A:**
- In the event that the Alternate Payee predeceases the Participant, all sums payable to the Alternate Payee from the Plan shall be paid according to the terms of a beneficiary form filed by the Alternate Payee with TRA or, if no beneficiary form is filed with TRA, all sums payable to the Alternate Payee from the Plan shall be paid to the Alternate Payee's estate.
- OR
- Option B:**
- In the event that the Alternate Payee predeceases the Participant, all sums payable to the Alternate Payee from the Plan shall revert to the Participant.
- 13) This Order does not require the Plan to provide increased benefits or any benefits or options not otherwise provided under this Plan. No provisions contained herein shall be construed to require the Plan to take any action which is inconsistent with any provision of the Plan as now or hereafter in effect. The Participant and the Alternate Payee shall be subject to all the provisions of the Plan.
- 14) This Order does not require the payment of benefits to the Alternate Payee which are required by a previous order to be paid to another Alternate Payee.

- 15) A certified copy of this Order shall be served upon the Plan Administrator. Said Order shall take effect upon execution by the Court and approval of the Plan Administrator and shall remain in effect until any further Order of the Court.
- 16) If the Participant should fail to notify the Plan of the assignment of the Alternate Payee's portion of benefits, the Plan Administrator shall inform the parties and/or their attorneys of the discrepancy between this Order and the action of the Participant and shall withhold payment of any benefits until the parties have resolved said discrepancy.
- 17) All appropriate payments, notices and other communications shall be mailed to the Participant and the Alternate Payee at the respective addresses as set forth in this Order until such time as the Participant or the Alternate Payee advises the Plan Administrator in writing of the occurrence of a name or address change.
- 18) The Court reserves jurisdiction over the parties and the subject matter of this Order until such time as all obligations to the Alternate Payee under this Order have been fully paid and discharged.

The undersigned Petitioner and Respondent hereby approve this Order as to form and content.



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