

**MODEL QDRO LANGUAGE FOR RETIRED MEMBERS  
OF THE RETIREMENT PLAN FOR  
EMPLOYEES OF JOB SERVICE NORTH DAKOTA**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

STATE OF NORTH DAKOTA IN DISTRICT COURT  
COUNTY OF \_\_\_\_\_ \_\_\_\_\_ JUDICIAL DISTRICT

\_\_\_\_\_,  
Plaintiff,  
vs. \_\_\_\_\_  
Defendant  
)  
)  
) QUALIFIED DOMESTIC  
) RELATIONS ORDER  
)  
)  
) Case No.: \_\_\_\_\_  
)  
)  
)

.....

This Order is intended to meet the requirements of a "Qualified Domestic Relations Order" relating to the Retirement Plan for employees of Job Service North Dakota, hereafter referred to as the "Plan." The Order is an integral part of the judgment entered on [ **DATE OF DIVORCE** ] granting a divorce to the above-entitled parties. [This Order is also drawn pursuant to the laws of the state in which the divorce occurred relating to the equitable distribution of marital property between spouses and former spouses in actions for dissolution of a marriage.] **OR** [This Order is drawn pursuant to the laws in the state in which the divorce occurred relating to the provision of child support to a minor child in actions for dissolution of a marriage.]

**BACKGROUND INFORMATION**

[ **MEMBER'S NAME AND SOCIAL SECURITY NUMBER** ] is the participating member whose last known address is [ **MEMBER'S ADDRESS** ]. The member's date of birth is [ **MEMBER'S D.O.B.** ].

[ **ALTERNATE PAYEE'S NAME AND SOCIAL SECURITY NUMBER** ] is the

1 alternate payee whose last known address is [ ALTERNATE PAYEE'S ADDRESS ]. The  
2 alternate payee's date of birth is [ ALTERNATE PAYEE'S D.O.B. ].

3 The participating member and the alternate payee were married on [ DATE OF  
4 MARRIAGE ].

5 IT IS HEREBY ORDERED THAT:

6 **I. BENEFITS**

7 NOTE: Distribution of benefits must be based on the member's monthly annuity benefit  
8 as opposed to the member's account balance or other estimate. The member's  
9 monthly annuity benefit can be obtained by contacting the personnel office of  
10 North Dakota Public Employees Retirement System (NDPERS). Please notify  
11 NDPERS staff that this information will be used for the purpose of preparing a  
12 domestic relations order.

13 Benefits under the Plan are distributed as follows: (choose one)

- 14
- 15 1. The alternate payee is awarded [ \_\_\_\_%] of the member's monthly annuity benefit of  
16 [\$\_\_\_\_\_ ] as of [DATE OF DIVORCE ]. [OR]
- 17 2. The alternate payee is awarded [\$\_\_\_\_\_ ] of the member's monthly annuity benefit  
18 of [\$\_\_\_\_\_ ] as of [DATE OF DIVORCE].
- 19

20 **II. TIME OF BENEFIT RECEIPT**

21 The benefits are payable to the alternate payee in the month following receipt of a certified  
22 copy of an approved Order by the Plan or Plan administrator as the participating member is  
23 currently retired and receiving benefits under the Plan.  
24  
25

1 **III. DURATION OF PAYMENTS TO ALTERNATE PAYEE** (Choose one)

2  
3 NOTE: Choose the appropriate optional language as applicable under the following rules:

- 4 - Choose option A if the benefits to the alternate payee are to be paid over the alternate  
5 payee's life.  
6 - Choose option B if the benefits to the alternate payee are to be paid over the member's life  
7 under the single life annuity option with no surviving spouse annuity benefits upon the  
8 member's death OR under one of the plan's term certain and life options with the alternate  
9 payee as the survivor beneficiary for continuing annuity payments upon the member's death  
10 if the term selected has not expired.

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
A. OVER LIFE OF THE ALTERNATE PAYEE (Choose one)

1. The payments shall be made to the alternate payee on a monthly basis over the life  
of the alternate payee and calculated on the basis of a 10-year guarantee. Upon the  
alternate payee's death, if the alternate payee has not received 120 monthly  
payments, the balance of the 120 monthly payments will be paid to the alternate  
payee's designated beneficiary on a monthly basis. Cost-of-living adjustments as  
provided for in the Plan will be granted to the alternate payee and the alternate  
payee's designated beneficiary. **IOR**
2. The payments shall be made to the alternate payee on a monthly basis over the life  
of the alternate payee and calculated on the basis of a 15-year guarantee. Upon the  
alternate payee's death, if the alternate payee has not received 180 monthly  
payments, the balance of the 180 monthly payments will be paid to the alternate  
payee's designated beneficiary on a monthly basis. Cost-of-living adjustments as  
provided for in the Plan will be granted to the alternate payee and the alternate  
payee's designated beneficiary. **IOR**
3. The payments shall be made to the alternate payee on a monthly basis over the life  
of the alternate payee and calculated on the basis of a 20-year guarantee. Upon the  
alternate payee's death, if the alternate payee has not received 240 monthly  
payments, the balance of the 240 monthly payments will be paid to the alternate  
payee's designated beneficiary on a monthly basis. Cost-of-living adjustments as  
provided for in the Plan will be granted to the alternate payee and the alternate  
payee's designated beneficiary. **IOR**

- 1 4. The payments shall be made to the alternate payee on a monthly basis over the life  
2 of the alternate payee and calculated on the basis of a straight life form of payment.  
3 Upon the alternate payee's death, no further payments will be made. Cost-of-living  
4 adjustments as provided for in the Plan will be granted to the alternate payee and the  
5 alternate payee's designated beneficiary.

6 Note: The payment calculated on the basis of a straight life form of payment will be  
7 actuarially increased or decreased based upon the Plan's assumptions to reflect the life  
8 expectancy of the alternate payee. In most instances, actuarial adjustment for a  
9 guaranteed period of payment will result in a reduced benefit.

10 B. OVER THE LIFE OF THE PARTICIPATING MEMBER (Choose one):

- 11 1. The payments shall be made to the alternate payee on a monthly basis over the life  
12 of the participating member and calculated on the basis of a 10-year guarantee to  
13 the alternate payee. Upon the participating member's death, if the alternate payee  
14 has not received 120 monthly payments, the balance of the 120 monthly payments  
15 will be paid to the alternate payee on a monthly basis. Cost-of-living adjustments as  
16 provided for in the Plan will be granted to the alternate payee. **JOR**
- 17 2. The payments shall be made to the alternate payee on a monthly basis over the life  
18 of the participating member and calculated on the basis of a 15-year guarantee to  
19 the alternate payee. Upon the participating member's death, if the alternate payee  
20 has not received 180 monthly payments, the balance of the 180 monthly payments  
21 will be paid to the alternate payee on a monthly basis. Cost-of-living adjustments as  
22 provided for in the Plan will be granted to the alternate payee. **JOR**
- 23 3. The payments shall be made to the alternate payee on a monthly basis over the life  
24 of the participating member and calculated on the basis of a 20-year guarantee to  
25 the alternate payee. Upon the participating member's death, if the alternate payee  
has not received 240 monthly payments, the balance of the 240 monthly payments  
will be paid to the alternate payee on a monthly basis. Cost-of-living adjustments as  
provided for in the Plan will be granted to the alternate payee. **JOR**
4. The payments shall be made to the alternate payee on a monthly basis over the life  
of the participating member and calculated on the basis of a straight life form of  
payment. Upon the participating member's death, no further payments will be made.

1 Cost-of-living adjustments as provided for in the Plan will be granted to the alternate  
2 payee.

3 Note: In most instances, actuarial adjustment for a guaranteed period of payment will  
4 result in a reduced benefit.

5 **IV. LIMITATIONS OF THIS ORDER** (Order must reflect all provisions of this section).

- 6 A. This Order recognizes the existence of the right of the alternate payee to receive all or a  
7 portion of the benefits payable to the participating member as indicated above.
- 8 B. Nothing contained in this Order shall be construed to require any Plan or Plan  
9 administrator:
- 10 1. To provide to the alternate payee any type or form of benefit or any option not  
11 otherwise available to the participating member under the Plan.
  - 12 2. To provide the alternate payee benefits, as determined on the basis of actuarial  
13 value, not available to the participating member.
  - 14 3. To pay any benefits to the alternate payee which are required to be paid to another  
15 alternate payee under another order previously determined by the Plan administrator  
16 to be a qualified domestic relations order.
  - 17 4. To apply the provisions of this Order to disability benefits that the participating  
18 member may be entitled to receive.
- 19 C. If the alternate payee dies prior to receipt of benefits under this Order, the entire amount  
20 that may be due to the alternate payee reverts to the participating member.
- 21 D. The benefit enhancements provided by the Plan for service prior to the date of divorce  
22 prescribed in Article I. of this order, which are adopted after that date, apply to the  
23 alternate payee's portion of benefits under this Order.
- 24 E. If the participating member or alternate payee receive any distribution that should not  
25 have been paid per this Order, the participating member or alternate payee is  
designated a constructive trustee for the amount received and shall immediately notify  
NDPERS and comply with written instructions as to the distribution of the amount  
received.
- F. Alternate payee is ORDERED to report any payments received on any applicable  
income tax return in accordance with Internal Revenue Code provisions or regulations in  
effect at the time any payments are authorized by NDPERS. The Plan is authorized to  
issue Form 1099R, or other applicable form on any direct payment made to alternate

1 payee. The participating member and alternate payee must comply with the Internal  
2 Revenue Code and any applicable regulations.

3 G. Alternate payee is ORDERED to provide NDPERS prompt written notification of any  
4 changes in alternate payee's mailing address. NDPERS shall not be liable for failing to  
5 make payments to alternate payee if NDPERS does not have a current mailing address  
6 for alternate payee at time of payment.

7 H. Alternate payee shall furnish a certified copy of this Order to NDPERS.

8 I. The Court retains jurisdiction to amend this Order so that it will constitute a qualified  
9 domestic relations order under the Plan even though all other matters incident to this  
10 action or proceeding have been fully and finally adjudicated. If NDPERS determines at  
11 any time that changes in the law, the administration of the Plan, or any other  
12 circumstances make it impossible to calculate the portion of a distribution awarded to  
13 alternate payee by this Order and so notifies the parties, either or both parties shall  
14 immediately petition the Court for reformation of the Order.

15 SIGNED this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_.

16 \_\_\_\_\_  
17 JUDGE PRESIDING  
18  
19  
20  
21  
22  
23  
24  
25