

October 19, 2022

The Honorable Terry Rice, Co-Chair
The Honorable Jeff Wardlaw, Co-Chair
Arkansas Legislative Council
1 Capitol Mall, Fifth Floor
Little Rock, Arkansas 72201

Re: November 18, 2002, ALC agenda item request

Dear Senator Rice and Representative Wardlaw:

The Arkansas Public Employees' Retirement System (APERS) requests to be placed on the agenda for the Arkansas Legislative Council meeting scheduled for November 18, 2022.

APERS is updating its Model Qualified Domestic Relations Order (QDRO) form, which is used by members and their attorneys to divide APERS retirement benefits in a divorce settlement. As you may know, Ark. Code Ann. § 9-18-103(b)(2)(B) requires APERS to have the Legislative Council review and approve APERS' draft QDRO before it can be available for our members' use.

While the legal requirements regarding the division of a member's retirement benefits have not changed, this updated version of the QDRO simplifies the language, combines two separate QDRO forms into a single form, and provides helpful instructions to the members and their attorneys regarding the options for both retired and non-retired members.

APERS looks forward to presenting this draft QDRO to the committee and an opportunity to answer any questions you may have.

Best Regards,



Amy Fecher

cc: Marty Garrity, Director, Bureau of Legislative Research
Shonna Amos, BLR

attachment

Subject: RE: QDRO forms ASPRS and AJRS
Date: Monday, November 7, 2022 3:46:02 PM
Attachments: [ASPRS MODEL QDRO DRAFT 2022.11.4.2022.docx](#)
[AJRS MODEL QDRO DRAFT 2022.11.4.2022.pdf](#)

Ladies,

We just realized we must have three versions of this document for the three systems (APERS, AJRS, ASPRS). They are identical other than the names of the systems. Can we get these in with the previously submitted item for ALC?

Amy



AMY FECHER
EXECUTIVE DIRECTOR

124 W Capitol Ave Ste 400 • Little Rock AR 72201
Phone: (501) 682-7854 • Website: www.apers.org

From: Laura Gilson <Laura.Gilson@arkansas.gov>
Sent: Friday, November 4, 2022 4:40 PM
To: Amy Fecher (APERS) <amy.fecher@arkansas.gov>
Cc: Allison Woods <Allison.Woods@arkansas.gov>
Subject: QDRO forms ASPRS and AJRS

Amy:

We'll have 2 more QDRO model forms to present to Legislative Council. The AJRS board adopted their form on Thursday. APERS and ASPRS can next week. Let me know if you have any questions.

Laura



LAURA GILSON
GENERAL COUNSEL

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Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

ARKANSAS PUBLIC EMPLOYEES' RETIREMENT SYSTEM MODEL QUALIFIED DOMESTIC RELATIONS ORDER

In the Circuit Court Of _____ County, Arkansas

Plaintiff

No. _____

Defendant

QUALIFIED DOMESTIC RELATIONS ORDER

This Order is intended to meet the requirements of a "Qualified Domestic Relations Order" relating to the distribution of benefits or contributions allowed to a member of the Arkansas Public Employees' Retirement System ("APERS") according to applicable law governing such distribution (referred to herein as the "Plan").

The Court finds and orders that this Qualified Domestic Relations Order ("Order"), pursuant to Act 1143 of 1993, as amended, is an integral part of and is incorporated in the judgment, decree, or order of this Court entered on _____ **[date of divorce]**, which grants a divorce to the parties to this Order, and is a part of the equitable distribution of marital property between the parties (including the provision for alimony and child support, if applicable).

A. PARTIES

1. _____ **[Plan Member's name]** is the "Member" whose last known address is _____ and date of birth is _____ **[Member's date of birth]**.

2. _____ **[Alternate Payee's name]** is the "Alternate Payee" whose last known address is _____ and date of birth is _____ **[Alternate Payee's date of birth]**.

3. The Member and the Alternate Payee were married on _____ **[date of marriage]**.

4. Member **[is] -OR- [is not]** retired from the Plan as of the date of divorce.

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

B. MEMBER'S RETIREMENT ANNUITY AND DURATION OF MONTHLY BENEFITS TO ALTERNATE PAYEE

If the member is currently receiving monthly benefits (retired), the option chosen under Section B will be applied to the member's monthly benefit. If the member is not retired, the option chosen will be applied to a monthly benefit calculated from the date of marriage to the date of divorce. Choose only one of the four options below:

For a percentage of the Member's monthly benefit for Alternate Payee's lifetime, choose this option:

5. The Alternate Payee is awarded [_____] % of the Member's accrued monthly retirement benefit for the life of the Alternate Payee, adjusted to the actuarial equivalent of Alternate Payee's share using the Alternate Payee's attained age at his/her last birth date prior to the effective date of this Order, the valuation rate, and the 50/50 mortality table. This percentage portion of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Alternate Payee's lifetime. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

-OR-

For a set dollar amount of the Member's monthly benefit for Alternate Payee's lifetime, choose this option:

5. The Alternate Payee is awarded (\$_____) of the Member's monthly retirement benefit. The set dollar amount of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Alternate Payee's lifetime. The set dollar amount of the Member's monthly retirement benefit under this Order shall not exceed the Member's total monthly benefits payable as of the date of divorce. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

For a percentage of the Member's monthly benefit during the Member's lifetime, choose this option:

5. The Alternate Payee is awarded (_____) % of the Member's monthly retirement benefit. This percentage portion of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Member's lifetime. In the event the Member dies before the Alternate Payee, the benefits to the Alternate Payee shall cease on such date. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

-OR-

For a set dollar amount of the Member's monthly benefit during the Member's lifetime, choose this option:

5. The Alternate Payee is awarded (\$_____) of the Member's monthly retirement benefit. The set amount of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Member's lifetime. In the event the Member dies before the Alternate Payee, the benefits to the Alternate Payee shall cease on such date. The set amount of the Alternate Payee's monthly retirement benefit under this Order shall not exceed the Member's total monthly benefit payable as of the date of divorce. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

C. EFFECTIVE DATE OF MONTHLY RETIREMENT BENEFITS

6. The Plan shall begin benefit payments to the Alternate Payee in accordance with applicable Plan provisions governing distributions to its members. Payments to the Alternate Payee will occur upon the earlier of the date: (1) the Member retires and begins receiving retirement benefits; or (2) the Member ceases to be an active participant of the Plan and requests a refund of his/her contributions to the Plan.

If the Member is retired at the time of the divorce, monthly benefits to the Alternate Payee will commence the month following the date the Plan approves this Order.

D. NON-RETIRED MEMBER'S REQUEST OF REFUND OF PLAN DEPOSIT ACCOUNT

If the Member is not retired from the Plan as of the date of divorce, choose only one of the two options under Section D below. A request by the Member to refund Member contributions extinguishes any right of a monthly retirement benefit from the Plan for either the Member or the Alternate Payee.

If the Member is retired and receiving monthly benefits from the Plan as of the date of divorce, delete this Section D.

For a percentage of Member contributions, choose this option:

7. If the Member discontinues covered employment with the Plan and withdraws as a lump sum his/her contributions, including interest, to the Plan, the Alternate Payee shall receive (____%) of the Member's contributions and interest deposited from the date of marriage to the date of divorce.

-OR-

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

For a set dollar amount of Member contributions, choose this option:

7. If the Member discontinues covered employment with the Plan and withdraws as a lump sum his/her contributions including interest, deposited by the Plan, the Alternate Payee shall receive the set dollar amount of (\$_____) from the Member's deposits upon distribution of the refund by the Plan. The set dollar amount of the Member's deposit account assigned to the Alternate Payee in this Order may not exceed the Member's account balance plus interest credited by the Plan as of the date of divorce.

E. NON-RETIRED MEMBER'S DEATH PRIOR TO RETIREMENT

If the Member is not retired from the Plan as of the date of divorce, choose only one of the two options under Section E below.

If the Member is retired and receiving monthly benefits from the Plan as of the date of divorce, delete this Section E.

For a percentage of the Member's contributions to the Plan, choose this option:

8. If the Member dies prior to retirement and a retirement or survivor annuity is not payable by the Plan due to the Member's death, the Alternate Payee shall receive as a lump sum (____%) of the Member's contributions and interest deposited from the date of marriage to the date of divorce.

-OR-

For a set dollar amount from the Member's contributions to the Plan, choose this option:

8. If the Member dies prior to retirement and a retirement or survivor annuity is not payable by the Plan due to the Member's death, the Alternate Payee shall receive the set dollar amount of (\$_____) from the Member's contributions and interest deposited by the Plan. The set amount of the Member's deposit account assigned to the Alternate Payee may not exceed the Member's account balance and interest credited by the Plan as of the date of divorce.

F. ADDITIONAL LIMITATIONS

All language in Section F must be included verbatim in the QDRO. If Sections D or E above are not applicable because the member is not retired, renumber the paragraphs below accordingly.

9. If the Alternate Payee dies prior to the receipt of any benefit or payment, the entire amount that may be due to the Alternate Payee reverts to the Member.

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

10. If the Member or Alternate Payee receives any distributions that should not have been paid under this Order, such party is designated a constructive trustee for the amount received and shall immediately notify the Plan and comply with the Plan's instructions to retrieve the unauthorized distributions. The Plan reserves all rights under Ark. Code Ann. § 24-4-207 or any other applicable law to adjust payments or otherwise collect amounts owed to the Plan.

11. Both parties shall provide APERS with prompt written notification of any changes in each of their respective mailing addresses. The Plan shall not make payments to the Alternate Payee under this Order until the Plan has received such documentation as it determines to be necessary for the proper administration of this Order. The Plan will not be liable for failing to make payments to Alternate Payee if the Plan does not have an enforceable Order with a current mailing address for Alternate Payee in its records.

12. If payments from the Plan to the Alternate Payee are determined to be a de minimus amount as set by the Board, the Plan shall disburse the remaining payment to the Member who shall pay same to the Alternate Payee.

13. Either the Member or Alternate Payee shall furnish a final, file-marked copy of this Order to APERS. Upon acceptance of this Order by the Plan, the Member consents to disclosure of his/her Plan account information to the Alternate Payee or his/her authorized representative to the extent necessary to administer this Order.

14. Both parties agree to timely provide to APERS all information and forms and make all elections necessary for it to administer the provisions of the Plan pursuant to this Order.

15. The Court retains sole jurisdiction to amend, terminate, or otherwise modify this Order even though all other matters incident to this action or proceeding have been fully and finally adjudicated. If APERS determines at any time that changes in the law, the administration of the Plan, or any other relevant circumstances make it impossible to calculate the portion of the distributions awarded to Alternate Payee by this Order and so notifies one or both of the parties, either or both parties shall immediately petition the Court for reformation of the Order.

16. The Member and the Alternate Payee understand and acknowledge that this Order cannot be amended after the Member's death.

17. This Order shall not require the Plan to provide any type or form of benefit, or pay options not otherwise available under the Plan, and does not require the Plan to provide increased benefits to the parties beyond those applicable Plan benefits to the

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.** Member that are in effect as of the entry of this Order. Any provision of this Order that provides otherwise is severable and shall be void and have no effect.

18. This Order shall not require the Plan to provide any type or form of benefit, or option not otherwise available to the Member; nor shall it require the payment of any benefits to the Alternate Payee which are required to be paid to another alternate payee of another order previously determined by the Plan to be a qualified domestic relations order. Any provision of this Order that provides otherwise is severable and shall be void and have no effect.

IT IS SO ORDERED THIS _____ DAY OF _____, 20____

CIRCUIT JUDGE

Adopted: [date]
(Arkansas Legislative Council)

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

ARKANSAS JUDICIAL EMPLOYEES' RETIREMENT SYSTEM MODEL QUALIFIED DOMESTIC RELATIONS ORDER

In the Circuit Court Of _____ County, Arkansas

Plaintiff

No. _____

Defendant

QUALIFIED DOMESTIC RELATIONS ORDER

This Order is intended to meet the requirements of a "Qualified Domestic Relations Order" relating to the distribution of benefits or contributions allowed to a member of the Arkansas Judicial Retirement System ("AJRS") according to applicable law governing such distribution (referred to herein as the "Plan"). The Arkansas Public Employees' Retirement System (APERS) is the administrator of this QDRO.

The Court finds and orders that this Qualified Domestic Relations Order ("Order"), pursuant to Act 1143 of 1993, as amended, is an integral part of and is incorporated in the judgment, decree, or order of this Court entered on _____ **[date of divorce]**, which grants a divorce to the parties to this Order, and is a part of the equitable distribution of marital property between the parties (including the provision for alimony and child support, if applicable).

A. PARTIES

1. _____ **[Plan Member's name]** is the "Member" whose last known address is _____ and date of birth is _____ **[Member's date of birth]**.

2. _____ **[Alternate Payee's name]** is the "Alternate Payee" whose last known address is _____ and date of birth is _____ **[Alternate Payee's date of birth]**.

3. The Member and the Alternate Payee were married on _____ **[date of marriage]**.

4. Member **[is] -OR- [is not]** retired from the Plan as of the date of divorce.

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B. MEMBER'S RETIREMENT ANNUITY AND DURATION OF MONTHLY BENEFITS TO ALTERNATE PAYEE

If the member is currently receiving monthly benefits (retired), the option chosen under Section B will be applied to the member's monthly benefit. If the member is not retired, the option chosen will be applied to a monthly benefit calculated from the date of marriage to the date of divorce. Choose only one of the four options below:

For a percentage of the Member's monthly benefit for Alternate Payee's lifetime, choose this option:

5. The Alternate Payee is awarded [_____] % of the Member's accrued monthly retirement benefit for the life of the Alternate Payee, adjusted to the actuarial equivalent of Alternate Payee's share using the Alternate Payee's attained age at his/her last birth date prior to the effective date of this Order, the valuation rate, and the 50/50 mortality table. This percentage portion of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Alternate Payee's lifetime. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

-OR-

For a set dollar amount of the Member's monthly benefit for Alternate Payee's lifetime, choose this option:

5. The Alternate Payee is awarded (\$_____) of the Member's monthly retirement benefit. The set dollar amount of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Alternate Payee's lifetime. The set dollar amount of the Member's monthly retirement benefit under this Order shall not exceed the Member's total monthly benefits payable as of the date of divorce. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

For a percentage of the Member's monthly benefit during the Member's lifetime, choose this option:

5. The Alternate Payee is awarded (_____) % of the Member's monthly retirement benefit. This percentage portion of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Member's lifetime. In the event the Member dies before the Alternate Payee, the benefits to the Alternate Payee shall cease on such date. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

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-OR-

For a set dollar amount of the Member's monthly benefit during the Member's lifetime, choose this option:

5. The Alternate Payee is awarded (\$_____) of the Member's monthly retirement benefit. The set amount of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Member's lifetime. In the event the Member dies before the Alternate Payee, the benefits to the Alternate Payee shall cease on such date. The set amount of the Alternate Payee's monthly retirement benefit under this Order shall not exceed the Member's total monthly benefit payable as of the date of divorce. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

C. EFFECTIVE DATE OF MONTHLY RETIREMENT BENEFITS

6. The Plan shall begin benefit payments to the Alternate Payee in accordance with applicable Plan provisions governing distributions to its members. Payments to the Alternate Payee will occur upon the earlier of the date: (1) the Member retires and begins receiving retirement benefits; or (2) the Member ceases to be an active participant of the Plan and requests a refund of his/her contributions to the Plan.

If the Member is retired at the time of the divorce, monthly benefits to the Alternate Payee will commence the month following the date the Plan approves this Order.

D. NON-RETIRED MEMBER'S REQUEST OF REFUND OF PLAN DEPOSIT ACCOUNT

If the Member is not retired from the Plan as of the date of divorce, choose only one of the two options under Section D below. A request by the Member to refund Member contributions extinguishes any right of a monthly retirement benefit from the Plan for either the Member or the Alternate Payee.

If the Member is retired and receiving monthly benefits from the Plan as of the date of divorce, delete this Section D.

For a percentage of Member contributions, choose this option:

7. If the Member discontinues covered employment with the Plan and withdraws as a lump sum his/her contributions, including interest, to the Plan, the Alternate Payee shall receive (____%) of the Member's contributions and interest deposited from the date of marriage to the date of divorce.

-OR-

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

For a set dollar amount of Member contributions, choose this option:

7. If the Member discontinues covered employment with the Plan and withdraws as a lump sum his/her contributions including interest, deposited by the Plan, the Alternate Payee shall receive the set dollar amount of (\$_____) from the Member's deposits upon distribution of the refund by the Plan. The set dollar amount of the Member's deposit account assigned to the Alternate Payee in this Order may not exceed the Member's account balance plus interest credited by the Plan as of the date of divorce.

E. NON-RETIRED MEMBER'S DEATH PRIOR TO RETIREMENT

If the Member is not retired from the Plan as of the date of divorce, choose only one of the two options under Section E below.

If the Member is retired and receiving monthly benefits from the Plan as of the date of divorce, delete this Section E.

For a percentage of the Member's contributions to the Plan, choose this option:

8. If the Member dies prior to retirement and a retirement or survivor annuity is not payable by the Plan due to the Member's death, the Alternate Payee shall receive as a lump sum (____%) of the Member's contributions and interest deposited from the date of marriage to the date of divorce.

-OR-

For a set dollar amount from the Member's contributions to the Plan, choose this option:

8. If the Member dies prior to retirement and a retirement or survivor annuity is not payable by the Plan due to the Member's death, the Alternate Payee shall receive the set dollar amount of (\$_____) from the Member's contributions and interest deposited by the Plan. The set amount of the Member's deposit account assigned to the Alternate Payee may not exceed the Member's account balance and interest credited by the Plan as of the date of divorce.

F. ADDITIONAL LIMITATIONS

All language in Section F must be included verbatim in the QDRO. If Sections D or E above are not applicable because the member is not retired, renumber the paragraphs below accordingly.

9. If the Alternate Payee dies prior to the receipt of any benefit or payment, the entire amount that may be due to the Alternate Payee reverts to the Member.

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

10. If the Member or Alternate Payee receives any distributions that should not have been paid under this Order, such party is designated a constructive trustee for the amount received and shall immediately notify the Plan and comply with the Plan's instructions to retrieve the unauthorized distributions. The Plan reserves all rights to adjust payments or otherwise collect amounts owed to the Plan.

11. Both parties shall provide APERS with prompt written notification of any changes in each of their respective mailing addresses. The Plan shall not make payments to the Alternate Payee under this Order until the Plan has received such documentation as it determines to be necessary for the proper administration of this Order. The Plan will not be liable for failing to make payments to Alternate Payee if the Plan does not have an enforceable Order with a current mailing address for Alternate Payee in its records.

12. If payments from the Plan to the Alternate Payee are determined to be a de minimus amount as set by the Board, the Plan shall disburse the remaining payment to the Member who shall pay same to the Alternate Payee.

13. Either the Member or Alternate Payee shall furnish a final, file-marked copy of this Order to APERS. Upon acceptance of this Order by the Plan, the Member consents to disclosure of his/her Plan account information to the Alternate Payee or his/her authorized representative to the extent necessary to administer this Order.

14. Both parties agree to timely provide to APERS all information and forms and make all elections necessary for it to administer the provisions of the Plan pursuant to this Order.

15. The Court retains sole jurisdiction to amend, terminate, or otherwise modify this Order even though all other matters incident to this action or proceeding have been fully and finally adjudicated. If APERS determines at any time that changes in the law, the administration of the Plan, or any other relevant circumstances make it impossible to calculate the portion of the distributions awarded to Alternate Payee by this Order and so notifies one or both of the parties, either or both parties shall immediately petition the Court for reformation of the Order.

16. The Member and the Alternate Payee understand and acknowledge that this Order cannot be amended after the Member's death.

17. This Order shall not require the Plan to provide any type or form of benefit, or pay options not otherwise available under the Plan, and does not require the Plan to provide increased benefits to the parties beyond those applicable Plan benefits to the member that are in effect as of the entry of this Order. Any provision of this Order that provides otherwise is severable and shall be void and have no effect.

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

18. This Order shall not require the Plan to provide any type or form of benefit, or option not otherwise available to the Member; nor shall it require the payment of any benefits to the Alternate Payee which are required to be paid to another alternate payee of another order previously determined by the Plan to be a qualified domestic relations order. Any provision of this Order that provides otherwise is severable and shall be void and have no effect.

IT IS SO ORDERED THIS _____ DAY OF _____, 20____

CIRCUIT JUDGE

Adopted: [date]
(Arkansas Legislative Council)

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

ARKANSAS STATE POLICE RETIREMENT SYSTEM MODEL QUALIFIED DOMESTIC RELATIONS ORDER

In the Circuit Court Of _____ County, Arkansas

Plaintiff

No. _____

Defendant

QUALIFIED DOMESTIC RELATIONS ORDER

This Order is intended to meet the requirements of a "Qualified Domestic Relations Order" relating to the distribution of benefits or contributions allowed to a member of the Arkansas State Police Retirement System ("ASPRS") according to applicable law governing such distribution (referred to herein as the "Plan"). The Arkansas Public Employees' Retirement System (APERS) is the administrator of this QDRO.

The Court finds and orders that this Qualified Domestic Relations Order ("Order"), pursuant to Act 1143 of 1993, as amended, is an integral part of and is incorporated in the judgment, decree, or order of this Court entered on _____ **[date of divorce]**, which grants a divorce to the parties to this Order, and is a part of the equitable distribution of marital property between the parties (including the provision for alimony and child support, if applicable).

A. PARTIES

1. _____ **[Plan Member's name]** is the "Member" whose last known address is _____ and date of birth is _____ **[Member's date of birth]**.

2. _____ **[Alternate Payee's name]** is the "Alternate Payee" whose last known address is _____ and date of birth is _____ **[Alternate Payee's date of birth]**.

3. The Member and the Alternate Payee were married on _____ **[date of marriage]**.

4. Member **[is] -OR- [is not]** retired from the Plan as of the date of divorce.

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

B. MEMBER'S RETIREMENT ANNUITY AND DURATION OF MONTHLY BENEFITS TO ALTERNATE PAYEE

If the member is currently receiving monthly benefits (retired), the option chosen under Section B will be applied to the member's monthly benefit. If the member is not retired, the option chosen will be applied to a monthly benefit calculated from the date of marriage to the date of divorce. Choose only one of the four options below:

For a percentage of the Member's monthly benefit for Alternate Payee's lifetime, choose this option:

5. The Alternate Payee is awarded [_____] % of the Member's accrued monthly retirement benefit for the life of the Alternate Payee, adjusted to the actuarial equivalent of Alternate Payee's share using the Alternate Payee's attained age at his/her last birth date prior to the effective date of this Order, the valuation rate, and the 50/50 mortality table. This percentage portion of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Alternate Payee's lifetime. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

-OR-

For a set dollar amount of the Member's monthly benefit for Alternate Payee's lifetime, choose this option:

5. The Alternate Payee is awarded (\$_____) of the Member's monthly retirement benefit. The set dollar amount of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Alternate Payee's lifetime. The set dollar amount of the Member's monthly retirement benefit under this Order shall not exceed the Member's total monthly benefits payable as of the date of divorce. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

For a percentage of the Member's monthly benefit during the Member's lifetime, choose this option:

5. The Alternate Payee is awarded (_____) % of the Member's monthly retirement benefit. This percentage portion of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Member's lifetime. In the event the Member dies before the Alternate Payee, the benefits to the Alternate Payee shall cease on such date. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

-OR-

For a set dollar amount of the Member's monthly benefit during the Member's lifetime, choose this option:

5. The Alternate Payee is awarded (\$_____) of the Member's monthly retirement benefit. The set amount of the Member's monthly retirement benefit shall be paid to the Alternate Payee in the same manner as is payable to the Member as an annuity, payable for the Member's lifetime. In the event the Member dies before the Alternate Payee, the benefits to the Alternate Payee shall cease on such date. The set amount of the Alternate Payee's monthly retirement benefit under this Order shall not exceed the Member's total monthly benefit payable as of the date of divorce. All annuity benefits paid to the Alternate Payee shall be paid as a straight life annuity. No survivor or other death benefits will be payable upon the Alternate Payee's death.

C. EFFECTIVE DATE OF MONTHLY RETIREMENT BENEFITS

6. The Plan shall begin benefit payments to the Alternate Payee in accordance with applicable Plan provisions governing distributions to its members. Payments to the Alternate Payee will occur upon the earlier of the date: (1) the Member retires and begins receiving retirement benefits; or (2) the Member ceases to be an active participant of the Plan and requests a refund of his/her contributions to the Plan.

If the Member is retired at the time of the divorce, monthly benefits to the Alternate Payee will commence the month following the date the Plan approves this Order.

D. NON-RETIRED MEMBER'S REQUEST OF REFUND OF PLAN DEPOSIT ACCOUNT

If the Member is not retired from the Plan as of the date of divorce, choose only one of the two options under Section D below. A request by the Member to refund Member contributions extinguishes any right of a monthly retirement benefit from the Plan for either the Member or the Alternate Payee.

If the Member is retired and receiving monthly benefits from the Plan as of the date of divorce, delete this Section D.

For a percentage of Member contributions, choose this option:

7. If the Member discontinues covered employment with the Plan and withdraws as a lump sum his/her contributions, including interest, to the Plan, the Alternate Payee shall receive (____%) of the Member's contributions and interest deposited from the date of marriage to the date of divorce.

-OR-

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For a set dollar amount of Member contributions, choose this option:

7. If the Member discontinues covered employment with the Plan and withdraws as a lump sum his/her contributions including interest, deposited by the Plan, the Alternate Payee shall receive the set dollar amount of (\$ _____) from the Member's deposits upon distribution of the refund by the Plan. The set dollar amount of the Member's deposit account assigned to the Alternate Payee in this Order may not exceed the Member's account balance plus interest credited by the Plan as of the date of divorce.

E. NON-RETIRED MEMBER'S DEATH PRIOR TO RETIREMENT

If the Member is not retired from the Plan as of the date of divorce, choose only one of the two options under Section E below.

If the Member is retired and receiving monthly benefits from the Plan as of the date of divorce, delete this Section E.

For a percentage of the Member's contributions to the Plan, choose this option:

8. If the Member dies prior to retirement and a retirement or survivor annuity is not payable by the Plan due to the Member's death, the Alternate Payee shall receive as a lump sum (____%) of the Member's contributions and interest deposited from the date of marriage to the date of divorce.

-OR-

For a set dollar amount from the Member's contributions to the Plan, choose this option:

8. If the Member dies prior to retirement and a retirement or survivor annuity is not payable by the Plan due to the Member's death, the Alternate Payee shall receive the set dollar amount of (\$_____) from the Member's contributions and interest deposited by the Plan. The set amount of the Member's deposit account assigned to the Alternate Payee may not exceed the Member's account balance and interest credited by the Plan as of the date of divorce.

F. ADDITIONAL LIMITATIONS

All language in Section F must be included verbatim in the QDRO. If Sections D or E above are not applicable because the member is not retired, renumber the paragraphs below accordingly.

9. If the Alternate Payee dies prior to the receipt of any benefit or payment, the entire amount that may be due to the Alternate Payee reverts to the Member.

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10. If the Member or Alternate Payee receives any distributions that should not have been paid under this Order, such party is designated a constructive trustee for the amount received and shall immediately notify the Plan and comply with the Plan's instructions to retrieve the unauthorized distributions. The Plan reserves all rights under Ark. Code Ann. § 24-6-205 or any other applicable law to adjust payments or otherwise collect amounts owed to the Plan.

11. Both parties shall provide APERS with prompt written notification of any changes in each of their respective mailing addresses. The Plan shall not make payments to the Alternate Payee under this Order until the Plan has received such documentation as it determines to be necessary for the proper administration of this Order. The Plan will not be liable for failing to make payments to Alternate Payee if the Plan does not have an enforceable Order with a current mailing address for Alternate Payee in its records.

12. If payments from the Plan to the Alternate Payee are determined to be a de minimus amount as set by the Board, the Plan shall disburse the remaining payment to the Member who shall pay same to the Alternate Payee.

13. Either the Member or Alternate Payee shall furnish a final, file-marked copy of this Order to APERS. Upon acceptance of this Order by the Plan, the Member consents to disclosure of his/her Plan account information to the Alternate Payee or his/her authorized representative to the extent necessary to administer this Order.

14. Both parties agree to timely provide to APERS all information and forms and make all elections necessary for it to administer the provisions of the Plan pursuant to this Order.

15. The Court retains sole jurisdiction to amend, terminate, or otherwise modify this Order even though all other matters incident to this action or proceeding have been fully and finally adjudicated. If APERS determines at any time that changes in the law, the administration of the Plan, or any other relevant circumstances make it impossible to calculate the portion of the distributions awarded to Alternate Payee by this Order and so notifies one or both of the parties, either or both parties shall immediately petition the Court for reformation of the Order.

16. The Member and the Alternate Payee understand and acknowledge that this Order cannot be amended after the Member's death.

17. This Order shall not require the Plan to provide any type or form of benefit, or pay options not otherwise available under the Plan, and does not require the Plan to provide increased benefits to the parties beyond those applicable Plan benefits to the member that are in effect as of the entry of this Order. Any provision of this Order that provides otherwise is severable and shall be void and have no effect.

Caveat: This Model QDRO has been approved as to form and content by the Arkansas General Assembly's Legislative Council as required under Act 1143 of 1993. Changes, additions to the language, or other rewording of the document may result in APERS' inability to process this Order for your client and require you to submit a new QDRO to the court. If you have questions, please consult APERS before submitting an Order to the Court. The QDRO **must be filed with APERS after the order is entered.**

18. This Order shall not require the Plan to provide any type or form of benefit, or option not otherwise available to the Member; nor shall it require the payment of any benefits to the Alternate Payee which are required to be paid to another alternate payee of another order previously determined by the Plan to be a qualified domestic relations order. Any provision of this Order that provides otherwise is severable and shall be void and have no effect.

IT IS SO ORDERED THIS _____ DAY OF _____, 20____

CIRCUIT JUDGE

Adopted: [date]
(Arkansas Legislative Council)