



Agreement For Domestic Relations Order

Colorado Public Employees' Retirement Association
PO Box 5800, Denver, Colorado 80217-5800
1-800-759-PERA (7372) • copera.org

This Agreement is made and entered into by and between _____, ("Participant"), a Participant in the Public Employees' Retirement Association of Colorado ("PERA"), and _____, the spouse of the Participant ("Alternate Payee") to use a Domestic Relations Order ("DRO") for a Colorado PERA benefit plan in accordance with C.R.S. § 14-10-113(6).

The Participant and Alternate Payee are parties in an action for dissolution of marriage, legal separation, or declaration of invalidity of marriage, in Case No. _____, District Court of _____ County, State of _____ (the "Case").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, as well as the entire division of all marital property, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. COLORADO PERA BENEFIT PLANS COVERED BY THIS AGREEMENT

[Check all that apply]

PERA Defined Benefit Plan:

- PERA Benefit Structure (Section 2 or 3)
- Denver Public Schools (DPS) Benefit Structure (Section 4 or 5)

PERAPlus Plans:

- PERAPlus 401(k) Plan (Section 6)
- PERAPlus 457 Plan (Section 7)

Other PERA Plans:

- PERA Defined Contribution (DC) Plan (Section 8)

Modification of Prior DRO

Attach copy of DRO to be modified and complete only the sections below that apply:

- PERA Benefit Structure (Section 2 or 3)
- DPS Benefit Structure (Section 4 or 5)
- PERAPlus 401(k) Plan (Section 6)
- PERAPlus 457 Plan (Section 7)
- PERA DC Plan (Section 8)

Refer to the *PERA Benefits and Divorce* booklet for guidance on how to complete this DRO Agreement.

COMPLETE THIS PAGE IF YOU ARE DIVIDING A DEFINED BENEFIT ACCOUNT UNDER THE PERA BENEFIT STRUCTURE.

- If you are currently retired and collecting a monthly benefit, complete Section 2.

2. RETIREE UNDER THE PERA BENEFIT STRUCTURE

(1) Method of Division of Monthly Benefit Payment to the Alternate Payee

[Check only one and fill in the blank]

- Percentage of Monthly Dollar Amount
_____ %
- Fixed Monthly Dollar Amount
\$ _____

(2) Changing or Deleting Cobeneficiary

[Check only one]

If the Alternate Payee was named as the Participant's cobeneficiary at the time of retirement, the Participant is allowed to delete the cobeneficiary.

- Yes Not Applicable

(If the answer is "Yes," PERA must be provided with the required information to change the cobeneficiary)

3. MEMBER UNDER THE PERA BENEFIT STRUCTURE

(1) Method of Division of Future Benefit Payment to the Alternate Payee

[Check only one and fill in the blank(s)]

- Percentage: _____ %
- Fixed Dollar Amounts
(complete both blanks below)
Lump-Sum Dollar Amount:
\$ _____
Monthly Dollar Amount:
\$ _____

- Time Rule Formula
(complete both blanks below)
Months of service credit acquired during marriage

Agreed upon percentage _____ %

- Date of Decree Formula
(complete both blanks below)
Months of service credit acquired during marriage

Agreed upon percentage _____ %

- Other Method or Formula
Attach Description of Alternative Method or Formula

(2) Alternate Retirement Age

When the Participant reaches age 65, or the age of _____ (must be a whole number higher than 65) and no payment is being made to the Participant by the PERA Plan, then the Alternate Payee may begin to receive a monthly payment from the PERA Defined Benefit Plan, even though no payment is being made to the Participant by PERA. **Upon retirement, the Participant's monthly benefit will be adjusted to reflect these payments to the Alternate Payee.**

COMPLETE THIS PAGE IF YOU ARE DIVIDING A DEFINED BENEFIT ACCOUNT UNDER THE DPS BENEFIT STRUCTURE.

- If you are currently retired and collecting a monthly benefit, complete Section 4.
- If you are not yet collecting a benefit, complete Section 5.

4. RETIREE UNDER THE DPS BENEFIT STRUCTURE

(1) Method of Division of Monthly Benefit Payment to the Alternate Payee

[Check only one and fill in the blank]

Percentage of Monthly Dollar Amount

_____ %

Fixed Monthly Dollar Amount

\$ _____

(2) Deleting Cobeneficiary

[Check only one]

If the Alternate Payee was named as the Participant's cobeneficiary at the time of retirement, the Participant is allowed to delete the cobeneficiary.

Yes Not Applicable

(If the answer is "Yes," PERA must be provided with the required information to delete the cobeneficiary. Please note that only retirees under Options P2 or P3 may delete their cobeneficiary.)

5. MEMBER UNDER THE DPS BENEFIT STRUCTURE

(1) Method of Division of Future Benefit Payment to the Alternate Payee

[Check only one and fill in the blank(s)]

Percentage: _____ %

Fixed Dollar Amounts

(complete both blanks below)

Lump-Sum Dollar Amount: \$ _____

Monthly Dollar Amount: \$ _____

Time Rule Formula

(complete both blanks below)

Months of service credit acquired during marriage

Agreed upon percentage _____ %

Date of Decree Formula

(complete both blanks below)

Months of service credit acquired during marriage

Agreed upon percentage _____ %

Other Method or Formula

Attach Description of Alternative Method or Formula

(2) Alternate Retirement Age

When the Participant reaches age 65, or the age of _____ (must be a whole number higher than 65) and no payment is being made to the Participant by the PERA Plan, then the Alternate Payee may begin to receive a monthly payment from the PERA Defined Benefit Plan, even though no payment is being made to the Participant by PERA. **Upon retirement, the Participant's monthly benefit will be adjusted to reflect these payments to the Alternate Payee.**

COMPLETE THIS PAGE IF YOU ARE DIVIDING A 401(K) OR 457 PLAN ACCOUNT.

6. The PERAPlus 401(k) Plan

Payment to the Alternate Payee under the PERAPlus 401(k) Plan

Method of Division [**check only one and fill in the blank(s)**]:

	(1) The Alternate Payee is awarded a flat dollar amount of \$_____ from the PERA Participant's account balance as of _____ (insert date mm/dd/yyyy), <i>combined with any pro rata earnings or losses</i> on said amount from said date through the date of distribution to the Alternate Payee.
	(2) The Alternate Payee is awarded a flat dollar amount of \$_____ from the PERA Participant's account balance <i>WITHOUT any pro rata earnings or losses</i> . If the balance in the PERA Participant's account on the date of distribution is less than the amount awarded to the Alternate Payee, then the Alternate Payee is awarded the full amount of the PERA Participant's account.
	(3) The Alternate Payee is awarded _____% of the PERA Participant's account balance as of _____ (insert date mm/dd/yyyy), <i>combined with any pro rata earnings or losses</i> on said amount from said date through the date of distribution to the Alternate Payee.
	(4) The Alternate Payee is awarded _____% of the PERA Participant's account balance as of _____ (insert date mm/dd/yyyy), <i>WITHOUT any pro rata earnings or losses</i> . If the balance in the PERA Participant's account on the date of distribution is less than the amount awarded to the Alternate Payee, then the Alternate Payee is awarded the full amount of the PERA Participant's account.

7. The PERAPlus 457 Plan

Payment to the Alternate Payee under the PERAPlus 457 Plan

Method of Division [**check only one and fill in the blank(s)**]:

	(1) The Alternate Payee is awarded a flat dollar amount of \$_____ from the PERA Participant's account balance as of _____ (insert date mm/dd/yyyy), <i>combined with any pro rata earnings or losses</i> on said amount from said date through the date of distribution to the Alternate Payee.
	(2) The Alternate Payee is awarded a flat dollar amount of \$_____ from the PERA Participant's account balance <i>WITHOUT any pro rata earnings or losses</i> . If the balance in the PERA Participant's account on the date of distribution is less than the amount awarded to the Alternate Payee, then the Alternate Payee is awarded the full amount of the PERA Participant's account.
	(3) The Alternate Payee is awarded _____% of the PERA Participant's account balance as of _____ (insert date mm/dd/yyyy), <i>combined with any pro rata earnings or losses</i> on said amount from said date through the date of distribution to the Alternate Payee.
	(4) The Alternate Payee is awarded _____% of the PERA Participant's account balance as of _____ (insert date mm/dd/yyyy), <i>WITHOUT any pro rata earnings or losses</i> . If the balance in the PERA Participant's account on the date of distribution is less than the amount awarded to the Alternate Payee, then the Alternate Payee is awarded the full amount of the PERA Participant's account.

COMPLETE THIS PAGE IF YOU ARE DIVIDING A DC PLAN ACCOUNT.

8. The PERA DC Plan

Payment to the Alternate Payee under the PERA DC Plan

Method of Division [*check only one and fill in the blank(s)*]:

	(1) The Alternate Payee is awarded a flat dollar amount of \$ _____ from the PERA Participant's account balance as of _____ (insert date mm/dd/yyyy), <i>combined with any pro rata earnings or losses</i> on said amount from said date through the date of distribution to the Alternate Payee.
	(2) The Alternate Payee is awarded a flat dollar amount of \$ _____ from the PERA Participant's account balance <i>WITHOUT any pro rata earnings or losses</i> . If the balance in the PERA Participant's account on the date of distribution is less than the amount awarded to the Alternate Payee, then the Alternate Payee is awarded the full amount of the PERA Participant's account.
	(3) The Alternate Payee is awarded _____% of the PERA Participant's account balance as of _____ (insert date mm/dd/yyyy), <i>combined with any pro rata earnings or losses</i> on said amount from said date through the date of distribution to the Alternate Payee.
	(4) The Alternate Payee is awarded _____% of the PERA Participant's account balance as of _____ (insert date mm/dd/yyyy), <i>WITHOUT any pro rata earnings or losses</i> . If the balance in the PERA Participant's account on the date of distribution is less than the amount awarded to the Alternate Payee, then the Alternate Payee is awarded the full amount of the PERA Participant's account.

9. AGREEMENT AND UNDERTAKING OF THE PARTIES:

- (1) No payment shall be made to the Alternate Payee until PERA determines that the DRO is valid with respect to PERA and all applicable statutes, and PERA Rules and procedures have been followed, including completion of all required PERA forms by the parties.
- (2) Payment shall be made to the Participant or the Alternate Payee only as required by law and in accordance with PERA Rules and procedures.
- (3) The Alternate Payee's rights to receive any payment under this Agreement terminate upon the involuntary termination by PERA of benefits payable to the Participant or upon the death of the Alternate Payee, whichever occurs first, unless the parties elect a PERA benefit option under the PERA Plan that provides for a cobeneficiary benefit to the Alternate Payee.
- (4) This Agreement shall remain in effect and apply to any successor plan to the PERA Plan.
- (5) Within thirty (30) days after applying for a lump-sum refund or a monthly benefit under a PERA Plan, the Participant shall notify the Alternate Payee in writing of such application at the Alternate Payee's last-known address.
- (6) The parties hereby authorize PERA, its employees and agents to release financial information to the other party that may be deemed confidential according to C.R.S. § 24-51-213(1) where it is necessary or helpful in PERA's sole discretion, in carrying out this Agreement. The parties further release and discharge PERA from any liability therefor.
- (7) Each party confirms that he or she has read and understands this Agreement, as well as the *PERA Benefits and Divorce* booklet that includes instructions on completing a valid PERA DRO.
- (8) Each party acknowledges that he or she is solely responsible for all of his or her legal, tax, and other consequences which occur as a result of this Agreement and has sought all the legal, tax, and other advice from such party's own advisors, which have not included PERA or any of its trustees, employees, or agents.
- (9) This Agreement constitutes the entire agreement of the parties concerning the PERA Plan(s) and supersedes any and all other prior and contemporaneous oral and written agreements concerning the division of the Participant's interest in the PERA Plan(s).

IN WITNESS WHEREOF, the parties have voluntarily signed this Agreement on the date as set out below.

PARTICIPANT	ALTERNATE PAYEE
Name (Last, First, MI)	Name (Last, First, MI)
Social Security Number	Social Security Number
Address	Address
City, State, ZIP Code	City, State, ZIP Code
Date of Birth	Date of Birth
Signature	Signature
Date	Date

NOTARY PUBLIC CERTIFICATION	NOTARY PUBLIC CERTIFICATION
State of _____, County of _____, Acknowledged before me this _____ day of _____, 20 ____ by the Participant herein. <div style="text-align: right;">_____</div> Notary Public My commission expires _____.	State of _____, County of _____, Acknowledged before me this _____ day of _____, 20 ____ by the Alternate Payee herein. <div style="text-align: right;">_____</div> Notary Public My commission expires _____.

APPROVED AS TO FORM	APPROVED AS TO FORM
Attorney Signature	Attorney Signature
Date	Date
Attorney Name (Last, First, MI)	Attorney Name (Last, First, MI)
Address	Address
City, State, ZIP	City, State, ZIP