

NO. (CAUSE NUMBER)

IN THE MATTER OF	§	IN THE DISTRICT COURT
THE MARRIAGE OF	§	
	§	
(PETITIONER'S NAME)	§	OF (COUNTY) COUNTY, TEXAS
AND	§	
(RESPONDENT'S NAME)	§	(COURT) JUDICIAL DISTRICT

QUALIFIED DOMESTIC RELATIONS ORDER

This order is intended to meet the requirements for a “qualified domestic relations order” relating to the Texas Emergency Services Retirement System, hereinafter called the “System”.

This order is an integral part of the Decree of Divorce signed on (DATE OF DIVORCE DECREE). In compliance with those requirements the following is specified:

1. This qualified domestic relations order assigns a portion of the benefits payable from the System to (NAME OF ALTERNATE PAYEE) in recognition of (HIS/HER) marital rights in (NAME OF PARTICIPANT)'s benefits payable from the System.
2. Participant in the System is (NAME OF PARTICIPANT), whose last known mailing address is (PARTICIPANT'S ADDRESS), whose birth date is (BIRTH DATE), and whose Social Security Number is (NUMBER).
3. Alternate Payee is (NAME OF ALTERNATE PAYEE), whose last known mailing address is (ALTERNATE PAYEE'S ADDRESS), whose birth date is (BIRTH DATE), and whose Social Security Number is (NUMBER). Participant and Alternate Payee became married on (DATE OF MARRIAGE).
4. A portion of any benefit payable with respect to Participant which Participant, or Participant's designated beneficiary, surviving spouse, or estate may become entitled to receive from the System, by way of an annuity that may become payable as a result of Participant's participation in the System is hereby awarded to Alternate Payee, such portion to be determined by multiplying the amount of the annuity payment by (DIVISION OF COMMUNITY PROPERTY FRACTION) and then multiplying that product by the Community Service : Total Service Ratio. The term "Community Service : Total Service Ratio" shall mean the ratio that Participant's credited service between the (DATE OF DIVORCE DECREE) and (DATE OF MARRIAGE) bears to Participant's total qualified service at the time of retirement (denominator).
5. This order shall not apply to any disability benefits paid by the System.
6. This order shall not be interpreted in any way to require the System to provide any type or form of benefit or any option not otherwise provided under the System.

7. This order shall not be interpreted in any way to require the System to provide increased benefits determined on the basis of actuarial value.
8. This order shall not be interpreted in any way to require the System to pay any benefits to an/any Alternate Payee named in this order which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.
9. This order shall not be interpreted in any way to require the payment of benefits to Alternate Payee before the retirement of Participant, or other distribution to Participant required by law.
10. If the System provides for a reduced benefit upon "early retirement," this order shall be interpreted to require that, in the event of Participant's retirement before normal retirement age, the benefits payable to Alternate Payee shall be reduced in a proportionate amount.
11. This order shall not be interpreted to require the designation of a particular person as the recipient of benefits in the event of Participant's death, or to require the selection of a particular benefit plan or option.
12. This order does not require the award of any future benefit increases that may be provided under the applicable laws and rules of the System.
13. In the event that, after the date of this order, the amount of any benefit otherwise payable to Participant is reduced by law, the portion of benefits payable to Alternate Payee shall be reduced in a proportionate amount.
14. If as a result of Participant's death after the date of this order, a payment is made by the System to Participant's estate, surviving spouse, or designated beneficiaries, which payment does not relate in any way to Participant's length of qualified service or accumulated contributions with the System, but rather is purely a death benefit payable as a result of employment or retired status at the time of death, no portion of such payment is community property, and Alternate Payee shall have no interest in such death benefit.
15. If the board of trustees of the System has by rule provided that, in lieu of paying an alternate payee the interest awarded by a qualified domestic relations order, the System may pay the alternate payee a lump sum amount that is the actuarial equivalent of an annuity payable in equal monthly installments for the life of the alternate payee, then and in that event, the System is authorized to make such a lump sum payment under this order.
16. All payments to Alternate Payee under this order shall terminate upon Alternate Payee's death or at such earlier date as may be required as a result of the retirement option selected by Participant.
17. All benefits payable under the System, other than those payable under paragraph (4) of this order to Alternate Payee, shall be payable to Participant in such manner and form as Participant may elect in his/her sole and undivided discretion, subject only to System requirements.

18. Alternate Payee is ORDERED to report any retirement payments received on any applicable income tax return, and to promptly notify the System of any changes in Alternate Payee's mailing address. The System is authorized to issue a form 1099R on any direct payment made to Alternate Payee.

19. Participant is designated a constructive trustee for receiving any retirement benefits under the System that are due to Alternate Payee but paid to Participant. Participant is ORDERED to pay the benefit defined in this paragraph directly to Alternate Payee within three days after the receipt by Participant. All payments made directly to Alternate Payee by the System shall be a credit against this order.

20. The Court retains jurisdiction to amend this order so that it will constitute a qualified domestic relations order under the System even though all other matters incident to this action or proceeding have been fully and finally adjudicated.

SIGNED this ____ day of _____, _____.

JUDGE PRESIDING

APPROVED:

Participant (Participant's Counsel, if applicable)

Participant (Participant's Counsel, if applicable)