

In the State of: \_\_\_\_\_

In the Court of: \_\_\_\_\_

\_\_\_\_\_,  
Petitioner

v.

\_\_\_\_\_,  
Respondent

Case no. \_\_\_\_\_

**APPROVED DOMESTIC RELATIONS ORDER  
FOR VIRGINIA RETIREMENT SYSTEM – OPTIONAL RETIREMENT  
PLAN FOR HIGHER EDUCATION (TIAA)**

**IT IS HEREBY ORDERED AS FOLLOWS:**

**DEFINITIONS AND GENERAL PROVISIONS**

**Effect of This Order as an Approved Domestic Relations Order.** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Member's benefits payable under a defined contribution retirement plan administered by the Virginia Retirement System ("VRS"). This Order is intended to satisfy the requirements for a Qualified Domestic Relations Order ("QDRO") within the meaning of § 414(p) of the Internal Revenue Code ("IRC") and to constitute an Approved Domestic Relations Order ("ADRO") as determined by VRS in its sole discretion.

**Timing of Submission.** This Order shall be submitted to VRS by the Member or the Alternate Payee within 30 days of its entry by the Court.

**Member Information.** The name, address, and date of birth of the Member are:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Alternate Payee Information.** The name, address, date of birth, and citizenship of the Alternate Payee are:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Alternate payee:  U.S. Citizen  Resident Alien  Non-Resident Alien

**Identification of Plan.** This Order applies to the Optional Retirement Plan for Higher Education, (hereinafter the "Plan"). Any changes to the name of the Plan shall not affect the Alternate Payee's rights as stipulated under this Order.

**Pursuant to State Domestic Relations Law.** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of \_\_\_\_\_.

**For Provision of Marital Property Rights.** This Order relates to the provision of marital property rights to the Alternate Payee as a result of the order of divorce or dissolution between the Member and the Alternate Payee. This Order pertains to that portion of the Member's retirement benefits which shall be subject to distribution under §§ 51.1-124.4(A) and 20-107.3 of the *Code of Virginia*.

**Definitions.** As used in this Order, the following terms shall apply:

"Alternate Payee" is a VRS Member's spouse or former spouse who is to receive benefits under this Order.

"Date of Transfer" means the date on which the Member's Vested Account Balance is divided to provide a benefit payment to the Alternate Payee.

"Member" is a VRS Member whose benefit is the subject of this Order.

"Parties" means the Member and Alternate Payee.

"Vested Account Balance" means the dollar amount that the Member has a nonforfeitable right to receive from the Plan.

"Valuation Date" means the date on which the Member's Vested Account Balance will be valued in order to determine the Alternate Payee's designated portion in accordance with the terms of this Order. Due to TIAA's policy on the administration of ADROs, an Optional Retirement Plan for Higher Education account administered by TIAA must be valued as of the Date of Transfer.

**OPTIONAL RETIREMENT PLAN FOR HIGHER EDUCATION**

- Option 1 – Dollar Amount:** This Order assigns to the Alternate Payee a fixed dollar amount of the Member’s Vested Account Balance(s) under the Optional Retirement Plan for Higher Education as of the Valuation Date, as described in the following table.

<i>Plan Number</i>	<i>Contract Number</i>	<i>Dollar Amount</i>
		\$
		\$
		\$
		\$

- Option 2 – Percentage:** This Order assigns to the Alternate Payee a percentage of the Member’s Vested Account Balance(s) under the Optional Retirement Plan for Higher Education as of the Valuation Date, as described in the following table.

<i>Plan Number</i>	<i>Contract Number</i>	<i>Percentage</i>
		%
		%
		%
		%

## **ADDITIONAL PROVISIONS**

**Approval of Order.** If an option box is selected but corresponding information is not provided (e.g., the Option 1 – Dollar Amount box is checked, but a dollar amount is not provided) or if none of the option boxes are selected, VRS will not approve a benefit payment to the Alternate Payee from that Plan. If information for an option is provided but the corresponding option box is not selected, then VRS may approve a benefit payment to the Alternate Payee from that Plan if, in the sole discretion of VRS, there is no ambiguity regarding the intent of the Order. If VRS determines that any ambiguity exists regarding the intent of this Order, then VRS, in its sole discretion, may choose not to approve a benefit payment to the Alternate Payee. Nothing in this Order, including VRS' approval or acceptance of this Order, shall be construed as a waiver of the sovereign immunity of VRS and the Commonwealth or VRS' obligation to follow and apply applicable law.

**TIAA ADRO Policy.** Due to TIAA's policy on the administration of ADROs, TIAA will not perform gain/loss calculations. Accounts administered by TIAA will only be valued as of the Date of Transfer.

**Processing Fees.** Each recordkeeper for each account divided under this Order may assess a processing fee for administration of the terms of this Order, and it shall be solely the Parties' responsibility to pay such fee(s).

**Commencement Date and Form of Payment to the Alternate Payee.** The portion of the Member's Vested Account Balance payable to the Alternate Payee under this Order shall be distributed to the Alternate Payee as soon as administratively practicable following the approval of this Order as an ADRO. The Alternate Payee's distribution shall be made in a single lump sum payment, either as a direct payment to the Alternate Payee or as direct rollover to an eligible retirement plan. VRS shall not be liable for any interest, earnings, or losses on a fixed dollar amount payable to the Alternate Payee under the Order. If this Order directs the Alternate Payee to receive a percentage of the Member's Vested Account Balance, the Parties acknowledge that, due to day-to-day market fluctuations, such balance may increase or decrease between the date of this Order and the Division Date.

**Liquidation of Member's Account.** The Member's investment options under the Plan will be liquidated on a pro rata basis to obtain the amount to be distributed to the Alternate Payee under this Order.

**Death of Alternate Payee.** If the Alternate Payee dies before this Order has been approved by VRS, then the distribution otherwise payable to the Alternate Payee under this Order shall revert to the Member. If the Alternate Payee dies after this Order has been approved by VRS but prior to receipt of a distribution under this Order, then the distribution payable to the Alternate Payee under this Order shall be paid to the Alternate Payee's estate.

**Savings Clause.** This Order is not intended to and shall not be construed in such a manner as to require VRS:

- To provide any type or form of benefit, or any option, not otherwise provided under the terms of the relevant Plan;
- To pay increased benefits or any benefit that exceeds the Member's total Vested Account Balance as of the Division Date;
- To create into an account or subaccount in the name of the Alternate Payee;
- To recover or distribute any funds distributed to the Member or at the Member's direction prior to the approval of this Order by VRS;
- To pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another order that was previously deemed to be an ADRO;
- To pay any benefits or take any action inconsistent with federal or state law, VRS policy, or court order;
- To notify the Alternate Payee of any change or alteration of benefits due to Member; or
- To pay any life insurance proceeds upon the death of the Member to anyone other than a designated beneficiary.

**Certification of Necessary Information.** All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Member to VRS of such information as VRS may reasonably require from such Parties to calculate the benefits payable under this Order. VRS will not be liable for any incorrect payment resulting from the Alternate Payee's failure to provide updated address, payment, or other information. **The Parties will provide VRS with a separate private addendum containing the Member's and the Alternate Payee's Social Security numbers.**

**Tax Treatment of Distributions Made Under This Order.** For purposes of Code §§ 402(a)(1) and 72, the Alternate Payee shall be treated as the distributee of any distribution or payments made to Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.

**Correcting, Suspending, or Terminating Payments.** VRS will retain any rights it may have to correct, suspend, or terminate payments to the Alternate Payee and/or the Member. The Member or Alternate Payee may contest benefit amounts, payments, corrections, suspensions, or terminations solely through the other Party and not VRS. Payments pursuant to the Order will be without prejudice to any right VRS has under applicable law to seek recoupment or offset for overpayment.

**Plan Terms.** In the case of conflict between any of the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail. This Order does not entitle the Alternate Payee to VRS membership or the ability to maintain an independent account under a VRS administered retirement plan.

**Enforcement.** Compliance with this Order is solely the responsibility of the Member and the Alternate Payee. VRS shall not be responsible for ensuring that a Member complies with this Order. VRS shall not be legally or financially responsible for the Member's or the Alternate Payee's failure to comply with this Order.

AND IT IS SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.  
(month) (year)

ENTER:

\_\_\_\_\_  
Judge

**Endorsements:**

1. \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Counsel For: \_\_\_\_\_

2. \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Counsel For: \_\_\_\_\_

**ADDENDUM FOR PROTECTED IDENTIFYING INFORMATION—CONFIDENTIAL**

Commonwealth of Virginia

Case No. ....

In the Circuit Court of the [ ] City [ ] County of .....

..... v. ....

**This addendum is filed with and incorporated by reference in the document(s) indicated below, from which the protected identifying information contained herein has been removed by the attorney or party whose signature appears below. This addendum shall be used to distribute such information only as required by law, and may be made available only to the parties, to their attorneys, and to other person(s) as the court may allow.**

[ ] Complaint [ ] Petition [ ] Motion [ ] Order [ ] Decree [ ] Other Pleading: .....

[ ] Agreement(s) of the Parties [ ] Transcripts [ ] Other: .....

.....  
PARTY NAME (LAST, FIRST, MIDDLE)

.....  
PARTY NAME (LAST, FIRST, MIDDLE)

.....  
ADDRESS

.....  
ADDRESS

.....  
SOCIAL SECURITY NUMBER

.....  
DATE OF BIRTH

.....  
SOCIAL SECURITY NUMBER

.....  
DATE OF BIRTH

NAME OF ASSET, LIABILITY, ACCOUNT, CREDIT CARD	IDENTIFYING ACCOUNT NO.

NAME OF ASSET, LIABILITY, ACCOUNT, CREDIT CARD	IDENTIFYING ACCOUNT NO.

.....  
CHILD NAME (LAST, FIRST, MIDDLE)

.....  
SOCIAL SECURITY NUMBER

.....  
DATE OF BIRTH

.....  
CHILD NAME (LAST, FIRST, MIDDLE)

.....  
SOCIAL SECURITY NUMBER

.....  
DATE OF BIRTH

Attach additional sheet(s) for other information, as needed.

.....  
DATE

.....  
[ ] PARTY [ ] ATTORNEY

.....  
PRINT NAME

.....  
ADDRESS /TELEPHONE NUMBER OF SUBSCRIBER