**MODEL LANGUAGE FOR**

**SEPARATION AGREEMENT OR JUDGMENT ENTRY**

**FEDERAL EMPLOYEES RETIREMENT SYSTEM (FERS)**

**CIVIL SERVICE RETIREMENT SYSTEM (CSRS)**

*This language is for active employees with at least 18 months of service, who were married at least 9 months. Modifications are needed for retirees in pay status, and for marriages of at least 30 years. This model contains our default language but does not provide all possible options.*

**Division of Federal Government Retirement Benefits.**

The **[**Defendant/Plaintiff**]** is an “**Employee**” covered by a “**Federal Government**” retirement system, which includes the Federal Employees Retirement System (**FERS**) and the Civil Service Retirement System (**CSRS**). For purposes of dividing marital property, the **[**Defendant/Plaintiff**]** is a “**Former Spouse**” who is granted a portion of the Employee’s Federal Government retirement benefits as described below. For this purpose, the marriage began \_\_\_\_\_\_\_\_\_\_\_ and ended \_\_\_\_\_\_\_\_\_\_.

**1. Amount of Benefits Assigned:** The Former Spouse is assigned a pro rata share of any Employee annuity under the Federal Government retirement system (including cost-of-living adjustments and supplements), as described in 5 CFR section 838.621, which is 50% of the marital portion using a coverture fraction. However, if the Employee receives a Federal Government disability retirement annuity, the assignment only applies to disability annuity payments after the Employee reaches age 62, and the pro rata share coverture fraction shall include all service used to calculate the amount of the disability annuity, including periods of disability that are treated as service for such calculation.

**2. Refund of Employee Contributions:** If the Employee has enough service at termination of employment to qualify for an annuity, even if the Employee has not reached the age required to begin the annuity, the Employee is barred from requesting a refund of Employee contributions (and interest) because such refund would extinguish the Former Spouse’s right to the survivor annuity and/or the portion of the Employee’s annuity assigned to the Former Spouse. Otherwise, the Former Spouse is assigned a pro rata share of any such refund, as described in 5 CFR section 838.621, which is 50% of the marital portion using a coverture fraction.

**3. Survivor Annuity and/or Death Benefits:** The Former Spouse is assigned a survivor annuity (including a basic employee death benefit under FERS, if applicable) that is equal to a pro rata share, as described in 5 CFR section 838.922, which is the marital portion using a coverture fraction. The Employee and Former Spouse shall share equally the cost of the survivor annuity.

**4. Survivor Annuity Life Insurance Protection:** If the Former Spouse (1) remarries before age 55 and (2) was married to the Employee fewer than 30 years, which would terminate the Former Spouse’s survivor annuity assignment, the Former Spouse shall have the right to obtain term life insurance on the Employee’s life. The life insurance shall be an amount no greater than **[**$\_\_\_\_\_**]**, with the Former Spouse as the policy owner. The Employee shall cooperate by providing information, submitting to physical exams, and taking other reasonable measures that are necessary for the Former Spouse to secure and maintain the insurance.

**5. Former Spouse’s Death:** If the Former Spouse dies before the Employee dies, the assigned benefits shall revert to the Employee.

**6. COAP Preparation:** The Former Spouse shall cause his/her attorney to retain QDRO Group to prepare a court order acceptable for processing (**COAP**), as defined in 5 CFR section 838.103, that is consistent with this Agreement.  The Former Spouse shall submit the COAP to the U.S. Office of Personnel Management (**OPM**). The Employee shall cooperate and provide any information, document, or authorization necessary to complete the COAP process.

**7. Continued Jurisdiction:** The court shall retain jurisdiction to amend the provisions of this Agreement, to amend the COAP, to issue new orders to enforce the parties’ intent regarding the Employee’s Federal Government retirement benefits that are assigned to the Former Spouse, and to issue other orders that are just and equitable and not inconsistent with any other provision in this Agreement.

**8. Indemnification for Employee’s Action/Inaction:** The Employee shall not act, or refuse to act, in any manner that could diminish the Former Spouse’s rights in this Agreement or in the related COAP. If the Employee does take such action or inaction, the Employee shall make payments directly to the Former Spouse, or take such other action, to the extent necessary to restore the Former Spouse to the position he/she would otherwise have been in without the Employee’s action/inaction. The Employee’s payments to the Former Spouse shall be net of income taxes.

**9. Employee Payments to the Former Spouse:** If OPM does not pay any portion of the assigned benefit to the Former Spouse (e.g., if the assigned benefit exceeds the Employee’s net annuity), the Employee shall pay that portion directly to the Former Spouse within 7 days after the date the Former Spouse would otherwise have received it. The Employee’s payments to the Former Spouse shall be net of income taxes.