

The New QILDRO  
**Qualified Illinois Domestic Relation Orders**  
Information for CTPF Members

THIS PUBLICATION IS FOR INFORMATIONAL PURPOSES ONLY  
AND IS NOT INTENDED TO CONSTITUTE AN OPINION OR  
PROFESSIONAL ADVICE.



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# The New QILDRO

## Qualified Illinois Domestic Relations Orders

### Information for CTPF Members in Divorce Proceedings

## Foreword

This publication provides information about Qualified Illinois Domestic Relations Orders (QILDROs). This publication and the required forms are available on the CTPF Web site, [www.CTPF.org](http://www.CTPF.org).

In 2005, legislation was enacted (Public Act 94-0657) that amended the law governing Qualified Illinois Domestic Relations Orders (QILDROs), 40 ILCS 5/1-119. The amended law is effective July 1, 2006. The new law dramatically changes QILDROs. If you were familiar with QILDROs before July 1, 2006, it is important that you learn about the changes and become familiar with the new requirements.

This publication is based on the statutory language and requirements of the Illinois Pension Code. This publication is not intended to provide an opinion or legal, financial, or other professional advice. The CTPF Member Services Department and QILDRO Coordinator are available to provide information about this subject matter. CTPF staff does not provide legal advice to members or their spouses.

This subject matter may be of considerable financial and legal significance. CTPF does not assume responsibility for specific consequences of applying this information to a particular person. **It is strongly recommended that you obtain competent legal advice and other expert assistance as necessary.**

For detailed information not covered in this text, please consult the Illinois Pension Code. If there is any conflict between the information contained in this booklet and applicable law or administrative rules, the law and/or administrative rules prevail.

## QUILDRO Time Line

**Observe the following time line when considering CTPF benefits in divorce proceedings.**

<b>As you are considering divorce</b>	Obtain the CTPF QILDRO publication from our Web site at <a href="http://www.CTPF.org">www.CTPF.org</a> . If you do not have Internet access, call the CTPF Member Services Department at 1-312-641-4464.
<b>At least 45 days before needed</b>	Request a <i>Divorce Pension Estimate</i> statement. The estimate is sent to CTPF members upon request. Current and former spouses and third parties, including attorneys, may also request the Estimate and must provide either the member's written authorization, or a subpoena accompanied by the statutory witness fee.
<b>When you go to Court</b>	An Illinois court may enter a QILDRO. Obtain a *certified copy of the QILDRO from the Clerk of Court.
<b>After entry of a QILDRO by Court</b>	Send a *certified copy of the QILDRO, \$50 processing fee, and original or *certified copy of Consent to Issuance of QILDRO form signed by the member** to CTPF QILDRO Coordinator.
<b>Within 45 days after CTPF Receives QILDRO</b>	CTPF sends notice*** regarding validity of QILDRO. If QILDRO uses percentages, CTPF will provide specific benefit information. See "Benefit Information Provided by CTPF", pgs. 12 – 14 of this publication.
<b>Within 45 days after CTPF receives member's retirement application</b>	CTPF will provide specific benefit information. See "Benefit Information Provided by CTPF", pgs. 12 -14_ of this publication.
<b>When member retires</b>	If QILDRO uses percentages, obtain a Calculation Order from an Illinois Court and send *certified copy of Calculation Order & \$50 processing fee to the CTPF QILDRO Coordinator. <b>Remember, CTPF cannot pay percentages of benefits to an alternate payee until a Calculation Order is received.</b>
<b>Within 45 days after CTPF receives Calculation Order</b>	CTPF sends notice*** regarding validity of Calculation Order.
<b>When CTPF receives notice of member's death</b>	If QILDRO allocates part of death benefit to alternate payee, CTPF will provide death benefit information. See "Benefit Information Provided by CTPF", pgs 12 – 14 of this publication. <b>Remember, CTPF cannot pay percentages of benefit to an alternate payee until a Calculation Order is received.</b>

\* A Clerk of Court's seal or stamp certifies a true and correct copy of original order. Plain or file stamped copies are unacceptable.

\*\* A Consent form is required only for pre-July 1, 1999 CTPF members.

\*\*\* Notice will be sent to the member, the alternate payee, and the attorney who sent court order to CTPF.

# CTPF Retirement Benefits and Divorce

## What is a QILDRO?

“QILDRO” is an acronym for **Qualified Illinois Domestic Relations Order** (pronounced *kwil-drō*). A QILDRO is a **court order** issued by an Illinois court that directs an Illinois public retirement system such as CTPF to pay a portion of a CTPF member’s retirement benefit, refunds, or lump sum death benefit to an alternate payee. An alternate payee is typically an ex-spouse, but may be a current spouse, child, or other dependent.

The QILDRO law applies to Illinois public pension systems governed by the Illinois Pension Code, 40 ILCS 5/101 *et seq.* Illinois public pension funds may only pay benefits to a former spouse according to a QILDRO. Illinois retirement systems cannot pay a former spouse based upon a member’s judgment for dissolution of marriage or a marital settlement agreement. QILDROs are different from, and should not be confused with Qualified Domestic Relations Orders, or QDROs. State law does not allow public retirement systems to honor QDROs.

## Division of Benefits

CTPF benefits may be a marital asset. Your personal attorney should advise you whether a former spouse is entitled to any of your CTPF benefits. CTPF cannot provide legal advice.

CTPF may only pay benefits to a former spouse according to a Qualified Illinois Domestic Relations Order (QILDRO). CTPF cannot pay a former spouse based on a QDRO, judgment for dissolution of marriage, or a marital settlement agreement. Even if CTPF has a valid QILDRO on file, the CTPF member must apply for and receive a benefit before any payment can be made to an alternate payee. An alternate payee will never receive more or different benefits than the CTPF member is eligible to receive.

## How have QILDROs changed?

The original QILDRO law took effect July 1, 1999. The 2005 legislation is a significant revision of the QILDRO law. The new QILDRO law, effective July 1, 2006, enacted the following major changes to the prior QILDRO law:

- The amount payable to the alternate payee may now be expressed as a percentage or a specific dollar amount. Percentages were not allowed under the old law and the only way to express the alternate payee’s share was as a specific dollar amount.

- The new law introduces a new court order, the *QILDRO Calculation Court Order*. This court order, separate from the QILDRO, provides the numerical information that the retirement system must have to implement a QILDRO that uses percentages to allocate the alternate payee's share. **The Calculation Order is not required if dollar amounts are used in the QILDRO rather than percentages.**
- The alternate payee may receive a share of any lump sum death benefit that would be payable upon the member's death. The old QILDRO law did not reach death benefits. Monthly survivor benefits are still not reachable through a QILDRO.

In addition to these key features, the new QILDRO law specifies what benefit information must be provided by retirement systems and what events will trigger the retirement system to provide benefit information for divorce purposes. The new QILDRO allows payments to continue until death of the member or alternate payee, whichever occurs first. Alternatively, the QILDRO may terminate after a specified number of payments to the alternate payee.

The new QILDRO law does not change the law that determines the appropriate division of marital assets. A member should consult a personal attorney about what assets are included in the couple's marital property and about the proper division of those assets. **CTPF cannot give legal advice about the proper division of retirement benefits.**

### **What is the consent requirement?**

If CTPF membership started before July 1, 1999, the effective date of the original QILDRO law, a CTPF member must consent in writing to the issuance of a QILDRO. Consent must be provided using the specific form from CTPF, which is included in the Required Forms section of this publication. No alterations to the form are permitted. The signed consent form must accompany the QILDRO.

The consent form must be signed by the member. The law does not provide that the court or anyone else may sign the consent form if the member is absent or refuses to sign the consent. The court does not have the authority to order the member to sign the consent form.

**If the member's original CTPF membership started on or after July 1, 1999 there is no consent requirement.**

## What is a Calculation Order?

The QILDRO Calculation Court Order (Calculation Order) is a **court order** issued by an Illinois court that provides numerical information determined in the divorce proceedings and the amount to pay the alternate payee. **The Calculation Order is a separate court order in addition to the QILDRO and is required only when the QILDRO indicates that the alternate payee is to receive a percentage of the benefit.**

Generally the QILDRO order is entered at the time of the divorce and the parties return to court at the time of retirement, when the benefit amount is known, to obtain the Calculation Order. Since a Calculation Order is only necessary if the QILDRO indicates that the alternate payee is to receive a percentage of the benefit, the need for a Calculation Order can be eliminated if the amount payable to the alternate payee is expressed as specific dollar amounts in the QILDRO. **If the dollar amount method of allocating benefits to the former spouse is not selected in the QILDRO, a Calculation Order must be sent to CTPF before CTPF can pay the alternate payee.**

You must use a specific Calculation Order form. The form should be obtained from CTPF as explained in the *Required Forms* section of this publication. It is very important to include all of the language in the form, even the sections that you do not fill in. If you leave out sections of the form, CTPF will reject your Calculation Order because there is no way to tell whether you intended to leave those sections out, or you inadvertently omitted them. **Remember, no wording changes or alterations to the form are permitted.**

We must implement valid court orders that are sent to CTPF and we will provide benefit information, but we cannot:

- Do the calculations for you
- Reject a Calculation Order because the calculations are inaccurate
- Determine whether the numbers in the Calculation Order are accurate or whether the calculations agree with the underlying QILDRO, settlement agreement, or judgment.
- Tell you whether court orders are consistent with the terms of your divorce.

## Other QILDRO Considerations

The new QILDRO is intended to give added flexibility by allowing the divorcing couple and their attorneys to select from a variety of methods to allocate the amount payable to the alternate payee. The CTPF member and former spouse, with advice from your attorneys and financial advisors, have some questions to consider:

- To which benefits will the QILDRO apply? The possibilities are retirement benefits, partial (surviving spouse) refunds, termination refunds, and lump sum death benefits. The QILDRO may apply to some or all of the above, depending on what is decided in the divorce.
- What method will be used to determine the alternate payee's share? Will the QILDRO specify dollar amounts? Will the QILDRO use a percentage of the marital portion? Or will the QILDRO use a percentage as of the retirement date?
- If using the marital portion benefit calculation formula, how will it be defined?
- Will monthly retirement payments continue until one of you passes away, or will the QILDRO terminate after a specific number of payments to the alternate payee?

The new law is detailed to help you consider the necessary issues. You and your attorney should carefully review the QILDRO law and the required forms. CTPF will provide member benefit information to help you determine how the alternate payee's share is to be allocated. CTPF will also provide general information about CTPF benefits, procedures, and technical form requirements as explained in this publication. However, it is up to the divorcing couple and their attorneys to decide how to complete the QILDRO and the Calculation Order, if required. Every situation is unique. **CTPF cannot help you make these decisions, or perform any calculations for you.**

### **What benefits may be paid to a former spouse?**

An alternate payee may only receive certain benefits that the CTPF member is entitled to receive. These are:

- Retirement benefit
- Separation refund the member may be eligible to receive
- Partial refund that the member may be eligible to receive
- Lump sum death benefit payable upon the member's death

The QILDRO may allocate portions of only one, several, or all of these benefits and refunds to the alternate payee.

### **What is a retirement benefit?**

A retirement benefit is a monthly annuity paid to a retired teacher and is calculated based upon the member's age at retirement, the number of years of service at the time of retirement, and the average of the highest consecutive years of salary in the last 10 years. CTPF will provide the amount of the retirement benefit. The QILDRO allows the alternate payee to receive a portion of the retirement benefit as a fixed dollar amount or a percentage of the amount paid.

### **What is a separation refund?**

A separation refund consists of member contributions that the member may receive after termination of employment with a CTPF employer. Upon accepting a separation refund, the member forfeits all rights to CTPF benefits, unless benefits are reinstated through repayment of the refund plus interest, after returning to CTPF-covered service for at least two years. The QILDRO allows the alternate payee to receive a portion of the separation refund.

### **What is a partial refund?**

For CTPF members, a partial refund of member contributions occurs when a member receives a refund of:

- **Surviving spouse contributions:**  
At retirement, members who do not have an eligible surviving spouse receive a refund of contributions made for the purpose of providing a pension to a surviving spouse.
  
- **2.2 Upgrade contributions:**  
At retirement, members who have at least 30 years of service receive a refund of costs paid to upgrade the formula used to calculate their pension.
  
- **Excess contributions:**  
At retirement, members who have purchased more optional service than is required to receive the maximum pension amount, and members who have only partial payments for the purchase of optional service may receive a refund of those contributions.

CTPF can provide the amount of these contributions. The QILDRO allows the alternate payee to receive a portion of the partial refund.

## What is the Lump Sum death benefit?

CTPF provides lump sum death benefits for active and retired teachers. Generally, death benefits are paid according to instructions provided by a CTPF member in a Designation of Beneficiary Form filed with CTPF. The QILDRO law now allows an alternate payee to receive a share of any **lump sum death benefit**.

**NOTE: Monthly survivor benefits are never payable through a QILDRO and a QILDRO cannot specify or provide a surviving spouse pension.**

Death benefits are paid according to the most recent beneficiary designation on file with CTPF at the time of death. Do not make erroneous assumptions about CTPF death benefits. Here are some things to keep in mind when considering survivor benefits in the context of divorce:

- The member's former spouse will not receive any death benefit from CTPF unless designated by the member as a beneficiary **or the QILDRO allocates a share of the lump sum death benefit to the alternate payee.**
- A former spouse may only receive lump sum death benefits through a QILDRO. **Monthly surviving spouse pension benefits cannot be divided by a QILDRO, even if the spouse is designated or named as an alternate payee in the QILDRO.** However, a former spouse may receive a monthly surviving spouse pension benefit, if otherwise eligible under Article 17 of the Illinois Pension Code. (40 ILCS 5/17-101 *et seq.*)
- A CTPF member has a statutory right to name any person or entity as beneficiary and to change the beneficiary designation at any time, even if a divorce requires the ex-spouse to be designated as beneficiary. CTPF cannot compel the member to name or prevent the member from naming a specific person as beneficiary. The divorce decree may impose independent obligations. However, CTPF can only honor provisions for the payment of lump sum death benefits in a QILDRO and/or Designation of Beneficiary Form. Please consult your personal attorney about those obligations.
- Upon divorce, members should review the Designation of Beneficiary on file with CTPF and make any desired changes to ensure that death benefits will be paid to your intended beneficiaries. To change your beneficiary designation, you must complete and file a new beneficiary designation form with CTPF. The form is available by calling CTPF Member Services at (312) 641-4464.

## What benefits are not payable through a QILDRO?

A QILDRO cannot provide or divide:

- Monthly survivor benefits
- Disability benefits
- Health insurance

### Monthly survivor benefits

Survivor benefits cannot be reached through a QILDRO.

### Disability benefits

CTPF disability benefits are paid to members as a monthly annuity. No CTPF disability benefits are payable to a former spouse. If a CTPF member is receiving a disability benefit and transfers to a retirement benefit, a valid QILDRO in file with CTPF will be implemented once the member begins receiving monthly retirement payments. The member must meet statutory eligibility requirements to receive a disability benefit or transfer to monthly retirement benefit.

### Health Insurance

A QILDRO does not provide health insurance or make a former spouse eligible to participate in a CTPF member's health insurance plan.

## What about past or out-of-state divorces?

If you are already divorced and your ex-spouse is entitled to share in your retirement benefits, it may be possible to request an Illinois court to enter a QILDRO. Please seek advice from your personal attorney if you wish to obtain a QILDRO based on a past divorce.

If your divorce occurred in another state, it may be possible to request an Illinois court to enter a QILDRO. **Courts in other states do not have statutory authority or jurisdiction to issue QILDROs.** However, an Illinois court may be requested to enter a QILDRO based on your out-of-state divorce. Please seek advice from your personal attorney if you were divorced in a state other than Illinois and you wish to obtain a QILDRO.

### CTPF does not honor QDROs

CTPF does not honor Qualified Domestic Relations Orders, or QDROs. Illinois courts have ruled that public pension funds are not subject to QDROs. The Employee Retirement Income Security Act of 1974, commonly known as ERISA, does not apply to public pension funds, such as CTPF. **Article 17 of the Illinois Pension Code (40 ILCS 5/17-101 et seq.), governs CTPF benefits. A QILDRO is the only way that CTPF may pay a former spouse any of a member's CTPF benefits.**

## Benefit Information Provided by CTPF

CTPF will provide benefit information in response to the following events:

- A member's written authorization for release of information
- We receive a subpoena accompanied by the statutory witness fee
- We receive a QILDRO that uses percentages;
- We receive a member's retirement application and the member has a valid QILDRO on file that uses percentages;
- We receive notice of the member's death and the member has a valid QILDRO on file that allocates a lump sum death benefit to the alternate payee.

### When is information provided:

All information will be provided within 45 days of receipt or notification of the triggering event. If requested, CTPF will also provide general information about benefits, the relevant QILDRO procedures, rules, and the required forms.

Please plan ahead and request the information at least four to six weeks before it is needed. **We are unable to accommodate "rush" requests for imminent court dates.**

### How is the information provided:

To help the parties value the benefit for divorce purposes, CTPF provides a customized ***Divorce Pension Benefit Estimate***. The estimate reflects the member's actual CTPF service credit and contribution history, based on data on file with CTPF at the time the estimate is requested. The estimate includes a monthly annuity estimate, as well as other information pertinent to valuing the benefit. The estimate provides information through the most recent pay period for which earnings have been reported.

The estimate will be provided to members in response to their request. For purposes of confidentiality, the estimate may only be provided to spouses (current and former) and other third parties (including attorneys), in response to a subpoena or with the member's written authorization. Contact the QILDRO Coordinator or Member Services Department at (312) 641-4464 to request a ***Divorce Pension Benefit Estimate***. Pursuant to Illinois Supreme Court Rule, as well as state statute, a subpoena must be accompanied by the applicable witness fee (generally, \$25.00)

Please plan ahead and request the information at least four to six weeks before it is needed. **We are unable to accommodate “rush” requests for imminent court dates.**

### **What information is provided?**

It is our policy to provide information for divorce purposes showing total, actual career **information on our database at the time** of the request, assuming the earliest age at which the member could receive a pension with and without age discounts. In preparing a benefit statement for divorce, we do not speculate as to potential future events such as early retirement, reciprocal retirement, additional service credit, future salary increases, purchase of optional or refunded service, or statutory changes. We do not provide hypothetical estimates for retired members assuming facts that are different from the annuitant’s actual retirement record. CTPF does not provide actuarial opinions as to present market value of a member’s benefits or other interests.

### **In response to a percentage QILDRO CTPF will provide the following:**

When CTPF receives a QILDRO that uses a percentage method of allocating retirement benefits to the alternate payee, CTPF will provide the following information:

#### **If a percentage QILDRO is received prior to retirement**

- CTPF membership date
- Amount of permissive and regular service credit
- Unreduced monthly retirement benefit estimate (including permissive service purchased, if applicable)
- Refund amount upon termination of employment
- Partial (Surviving Spouse benefit contribution) refund amount
- Lump sum death benefit amount
- Intended retirement date, if member has filed retirement application

#### **If a percentage QILDRO is received after effective date of retirement**

- Effective date of retirement
- Date retirement benefits commenced
- Amount of permissive and regular service credit
- Actual monthly retirement benefit
- Partial refund, if any
- Lump sum death benefit amount
- If a percentage QILDRO is received by CTPF but no Calculation Order has been received, CTPF will provide notification to both parties and their respective attorney’s that a Calculation Order is required in order to implement the QILDRO.

**At retirement CTPF will provide the following:**

- Effective date of retirement
- Date retirement benefits commenced (or will commence)
- Amount of permissive and regular service credit
- Actual monthly retirement benefit
- Partial refund, if any
- Lump sum death benefit amount
- If a percentage QILDRO is on file with CTPF but no Calculation Order has been received, CTPF will provide notification to both parties and their respective attorney's that a Calculation Order is required in order to implement the QILDRO

**In response to a Calculation Order CTPF will provide:**

- Notification of receipt
- Notification if no underlying QILDRO is on file with CTPF
- Notification if underlying QILDRO specifies a dollar amount rather than a percentage
- Notification if the Calculation Order does not clearly indicate the amount payable.

**In response to Notification of member's death CTPF will provide:**

- Lump sum death benefit amount
- Only provided if QILDRO allocates share of lump sum death benefit to alternate payee

## **Completing the QILDRO**

It is important that you use the correct QILDRO form. CTPF cannot accept the new QILDRO form until July 1, 2006. CTPF cannot accept the old QILDRO form beginning July 1, 2006.

To make sure you are using the correct form, you must determine the date that CTPF will receive a certified copy of the QILDRO issued by the court. If you will send the QILDRO so that CTPF will receive it **before** July 1, 2006, **you must use the old QILDRO form**. If you will send the QILDRO so that CTPF will receive it **on or after** July 1, 2006, **you must use the new QILDRO form**. (A sample copy of the new QILDRO form may be found at the back of this booklet. The form can also be found on the CTPF website [www.CTPF.org](http://www.CTPF.org).) Remember, a QILDRO is a court order, so in determining when you will send the QILDRO to CTPF, you must allow time to get the QILDRO issued by the court.

To allow flexibility that has been desired by some divorcing couples and their attorneys, the new QILDRO form is detailed and longer than the old form. It is critical that you and your attorney carefully review and complete the QILDRO form. Certain sections contain multiple options from which you must select only one option. If you fill in more than one option, where the form indicates that you are to select only one option, the QILDRO will be rejected by CTPF.

Do not omit any sections in the QILDRO form and do not modify any wording. If some sections do not apply, simply leave them blank. Do not remove any pages or sections from the form provided by CTPF. If you do, the QILDRO will be unacceptable and you will need to obtain an amended QILDRO from the court that complies with the form requirements.

Be sure to keep a copy of your QILDRO if you intend to submit a Calculation Order at a later date. You will need the underlying QILDRO to prepare the Calculation Order.

## **Completing the Calculation Order**

The QILDRO Calculation Court Order (Calculation Order) is a feature of the new QILDRO law which was effective on July 1, 2006. CTPF can only accept Calculation Orders for QILDROs effective under the new law and submitted on or after July 1, 2006.

The Calculation Order provides the “numbers” that CTPF needs in order to implement the QILDRO. The Calculation Order must be based on an underlying QILDRO between the same CTPF member and alternate payee. If CTPF receives a Calculation Order without an underlying QILDRO that specifies percentages payable to an alternate payee, the Calculation Order will be invalid and CTPF will so notify the parties. If the Calculation Order does not clearly indicate the amounts payable to the alternate payee, CTPF will notify the parties.

**You do not need to submit a Calculation Order if all of the amounts in the QILDRO are specific dollar amounts. The Calculation Order is only required if the underlying QILDRO uses a percentage method of allocating benefits to the alternate payee.**

### **What sections of the Calculation Order must be completed?**

The Calculation Order includes the same sections and numbering scheme as the QILDRO order. The sections that you complete in the Calculation Order must correspond exactly with the sections completed in the underlying QILDRO and you will need a copy of the underlying QILDRO to complete the Calculation Order. Following is a chart to assist you in determining which sections of the Calculation Order you need to complete so that it will correspond with the QILDRO.

## QILDRO and Calculation Order Comparison Chart

If you completed QILDRO Section	Must complete marital portion benefit calculation formula QILDRO Section IX	Must complete corresponding Section in Calculation Order
III.A.1	No	No
III.A.2	Yes	3(a)
III.A.3	No	4(A)
V.A.1	No	No
V.A.2	Yes	3(b)
V.A.3	No	4(B)
VI.A.1	No	No
VI.A.2	Yes	3(c)
VI.A.3	No	4(C)
VII.A.1	No	No
VII.A.2	Yes	3(d)
VII.A.3	No	4(D)

The following summarizes the QILDRO sections and methods for allocating payment to the alternate payee.

**QILDRO Section III: monthly retirement benefit**

- A.1: dollar amount
- A.2: percentage of marital portion
- A.3: percentage as of retirement date

**QILDRO Section V: termination refund or lump-sum retirement benefit**

- A1: dollar amount
- A2: percentage of marital portion
- A3: percentage as of retirement date

**QILDRO Section VI: partial refund**

- A1: dollar amount
- A2: percentage of marital portion
- A3: percentage as of retirement date

**QILDRO Section VII: lump sum death benefit**

- A1: dollar amount
- A2: percentage of marital portion
- A3: percentage as of retirement date

Certain sections in the Calculation Order contain multiple options from which you must select only one option. If you fill in more than one option where the form indicates that you are to select only one option, CTPF will be unable to interpret the Calculation Order and it will be rejected.

Do not omit any sections in the Calculation Order form and do not modify any wording. If some sections do not apply, simply leave them blank. Do not omit any pages or sections from the form provided by CTPF. If you do, the Calculation Order will be unacceptable and you will need to obtain an amended Calculation Order from the court that complies with the form requirements.

## Filing Procedure

### Where to send

QILDROs and Calculation Orders should be sent to:

QUILDRO Coordinator  
Chicago Teachers' Pension Fund  
Suite 2600  
Chicago, IL 60601

### Processing Fees

A \$50 non-refundable processing fee, by check payable to the Chicago Teachers' Pension Fund, must be submitted to CTPF along with a certified copy of the QILDRO.

If you are submitting a Calculation Order, a separate \$50 processing fee, by check payable to the Chicago Teachers' Pension Fund, must be submitted to CTPF along with a certified copy of the Calculation Order.

The processing fees are intended to help defray CTPF's administrative costs associated with QILDRO and Calculation Order processing.

### Certified Copy Required

Remember to send CTPF a **certified** copy of the court order. A certified copy bears the clerk of court's seal or stamp certifying the document as a true and correct copy of the original document. A plain or file-stamped copy will be rejected.

## **Notice from CTPF**

The member, the alternate payee, and the attorney who sent the court order will receive a notice within 45 days from the CTPF QILDRO Coordinator acknowledging receipt of the order. The notice will also indicate whether the order is valid and other pertinent information regarding the order. If not valid, the notice will specify the reason(s).

All deficiencies must be corrected before CTPF may honor the QILDRO. In most cases, deficiencies are easily corrected, for instance, by sending the \$50 fee or a certified copy of the order. If the order itself is defective, it will be necessary to obtain a new or amended order from the court. We will send a new notice in response to each correction or amended court order.

**An invalid QILDRO has no effect on the member's CTPF benefits. No QILDRO is valid until all deficiencies have been corrected.**

## **Implementing the QILDRO**

A valid QILDRO will be included in the CTPF member's record and will be activated when retirement, refund, or death benefits subject to the QILDRO becomes payable to a CTPF member. When one of these benefits becomes payable, we will send notice to the alternate payee at the last address reported to us. The alternate payee must return a completed address verification form before CTPF may pay the alternate payee. Additionally, the alternate payee must keep CTPF informed of any future changes of address.

### **What if CTPF has not received a Calculation Order when a benefit becomes payable?**

If the QILDRO uses percentages, CTPF must receive a Calculation Order in order to pay the alternate payee. Generally, after notification from CTPF that a benefit has become payable and the amount of the benefit, a member and or the alternate payee must return to Court in order to secure the Calculation Order.

### Monthly retirement benefit

If no Calculation Order has been received, when a retirement benefit subject to a percentage QILDRO on file with CTPF becomes payable, CTPF will determine an anticipated payment to the alternate payee based on information in the QILDRO, if it is possible to do so. CTPF will hold the alternate payee's anticipated payment and begin paying the member's monthly retirement benefit, less the amount held for the alternate payee, pending receipt of the Calculation Order.

Once the Calculation Order is received, CTPF will adjust the amounts payable in accordance with the Calculation Order and begin paying the alternate payee.

However, if it is not possible for CTPF to determine an anticipated payment based only on the QILDRO, then neither the member nor the alternate payee will be paid until the Calculation Order is received.

#### Refund or lump sum death benefit

If no Calculation Order has been received when a refund or lump sum death benefit subject to a percentage QILDRO on file with CTPF becomes payable, CTPF will hold the refund or death benefit until the Calculation Order is received.

## **What if the Alternate Payee cannot be located?**

**Alternate payees must keep CTPF informed of any name or address changes in order to receive payment.** The law does not require us to search for a missing alternate payee, other than sending notice to the last address reported to us.

If the notice to the alternate payee is undeliverable, CTPF will hold the amount payable to the alternate payee for 180 days from the date CTPF sent the notice or the date the benefit becomes payable, whichever is later. The amount held will not bear interest. If CTPF is notified of the alternate payee's current address within 180 days, CTPF will pay the amount held to the alternate payee.

If CTPF does not learn of the alternate payee's current address within 180 days, CTPF will pay the amount held as it would be paid if there was not valid QILDRO on file. If CTPF later becomes aware of the alternate payee's current address, CTPF will implement the QILDRO with the next affected payment, but the alternate payee will have no right to any amounts previously paid and will be eligible for future payments only.

## **Effective Date of QILDRO**

The QILDRO takes effect with the first affected payment that occurs at least 30 days after CTPF receives a valid QILDRO. Generally, an alternate payee will be paid at the same time that benefits are paid to a CTPF member.

However, if the QILDRO uses percentages, CTPF cannot pay the alternate payee until a valid Calculation Order has also been received. In the case of refunds and lump sum death benefits subject to a QILDRO, neither the CTPF member nor the alternate payee will be paid until a valid Calculation Order is received.

In the case of a retirement benefit subject to a QILDRO, CTPF will determine an anticipated payment to the alternate payee based on information in the QILDRO, if it is possible to do so. CTPF will hold the alternate payee's anticipated payment and begin paying the member's monthly retirement benefit, less the amount held for the alternate payee, pending receipt of the Calculation Order. Once the Calculation Order is received, CTPF will adjust the amounts payable in accordance with the Calculation Order and begin paying the alternate payee.

However, if it is not possible for CTPF to determine an anticipated payment based only on the QILDRO, then neither the member nor the alternate payee will be paid until the Calculation Order is received.

## Expiration of a QILDRO

For monthly retirement benefits, the QILDRO must specify when payments to the alternate payee will terminate. Termination may occur:

- Upon the death of the member or alternate payee, whichever is the first to occur
- After a specified number of payments are made to the alternate payee or upon the death of the member or alternate payee, whichever is the first to occur

A QILDRO also ends when the member receives a refund that terminates membership in CTPF. A QILDRO may also end when a valid court order expressly terminates the QILDRO.

## Required Forms

The QILDRO, Calculation Order, and Consent to Issuance forms are detailed and do not lend themselves to re-typing. The easiest way to ensure that you are using the correct forms and have not inadvertently, modified, or omitted language is to use the forms that are included with this booklet. Additionally, copies of the forms may be obtained online at [www.CTPF.org](http://www.CTPF.org). **You must use the forms provided by CTPF rather than attempting to re-type the forms.**

***SAMPLE FORMS FOLLOWING ARE FOR  
INFORMATIONAL PURPOSES ONLY***

***DO NOT COMPLETE THE SAMPLE FORMS***

***ACTUAL FORMS AND INSTRUCTIONS ARE PROVIDED  
UNDER SEPARATE COVER***

IN THE COURT OF THE \_\_\_\_\_ JUDICIAL DISTRICT,  
\_\_\_\_\_  
\_\_\_\_\_ COUNTY, ILLINOIS.

)

)

No:

)

**CONSENT TO ISSUANCE OF QILDRO**

Member's Name: \_\_\_\_\_

Member's Social Security Number: \_\_\_\_\_

Alternate Payee's Name: \_\_\_\_\_

Alternate Payee's Social Security Number: \_\_\_\_\_

I, \_\_\_\_\_, a member of the  
(Name of Member)

Chicago Teachers' Pension Fund hereby irrevocably consent to the issuance of a Qualified Illinois Domestic Relations Order. I understand that under the Order, certain benefits that would otherwise be payable to me, or to my death benefit beneficiaries or estate, will instead be payable to \_\_\_\_\_.  
(Name of Alternate Payee)

I also understand that my right to elect certain forms of payment of my retirement benefit or member's refund may be limited as a result of the Order.

DATED: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
(Member's Signature)



IN THE COURT OF THE \_\_\_\_\_ JUDICIAL DISTRICT  
\_\_\_\_\_ COUNTY, ILLNOIS.

)  
) No:  
)

**QILDRO CALCULATION COURT ORDER**

THIS CAUSE coming before the Court for the purpose of the entry of a QILDRO Calculation Court Order under the provisions of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119), the Court having jurisdiction over the parties and the subject matter hereof; the Court finding that a QILDRO has previously been entered in this matter, that the QILDRO has been received and accepted by the Retirement System, and that the QILDRO requires percentage calculations to allocate the alternate payee's share of the member's benefit or refund, the Court not having found that the QILDRO has become void or invalid, and the Court being fully advised;

IT IS HEREBY ORDERD AS FOLLOWS:

- (1) The definitions and other provisions of Section 1-119 of the Illinois Pension Code [40 ILCS 5/1-119] are adopted by reference and made a part of this Order;
- (2) Identification of Retirement System and parties:

**Retirement System:** Public School Teachers' Pension and Retirement Fund of Chicago  
203 North LaSalle, Chicago, Illinois 60601-1210

**Member:** \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Mailing Address)  
\_\_\_\_\_  
(Social Security Number must be provided on copy submitted to CTPF)

**Alternate Payee:** \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Mailing Address)  
\_\_\_\_\_  
(Social Security Number must be provided on copy submitted to CTPF)

The alternate payee is the member's (Check one):  
 Current or former spouse     Child or other dependant



(3) **Percentage of Marital Portion.** The following shall apply if and only if the QILDRO allocates benefits to the alternate payee in the specific Section noted. The Retirement System shall pay the amounts as directed below, but only if and when the benefits are payable pursuant to the QILDRO and Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119). Parties shall see QILDRO Section IX for the definitions of A, B, C and D as used below.

(a) The alternate payee's benefit pursuant to QILDRO Section III(A)(2) (**monthly retirement benefit**) shall be calculated pursuant to Section IX of the QILDRO and paid as follows:

$$\left( \frac{\text{(Enter A)}}{\text{(Enter B)}} \right) \times \text{(Enter C)} \times \text{(Enter D)} = \text{(Monthly Amount)}$$

(b) The alternate payee's benefit pursuant to QILDRO Section V(A)(2) (**termination refund or lump-sum retirement benefit**) shall be calculated pursuant to Section IX of the QILDRO and paid as follows:

$$\left( \frac{\text{(Enter A)}}{\text{(Enter B)}} \right) \times \text{(Enter C)} \times \text{(Enter D)} = \text{(Amount)}$$

(c) The alternate payee's benefit pursuant to QILDRO Section VI(A)(2) (**partial refund**) shall be calculated pursuant to Section IX of the QILDRO and paid as follows:

$$\left( \frac{\text{(Enter A)}}{\text{(Enter B)}} \right) \times \text{(Enter C)} \times \text{(Enter D)} = \text{(Amount)}$$

(d) The alternate payee's benefit pursuant to QILDRO Section VII(A)(2) (**lump-sum death benefit**) shall be calculated pursuant to Section IX of the QILDRO and paid as follows:

$$\left( \frac{\text{(Enter A)}}{\text{(Enter B)}} \right) \times \text{(Enter C)} \times \text{(Enter D)} = \text{(Amount)}$$

The Retirement System's Sole obligation with respect to the equations in this paragraph (3) is to pay the amounts calculated as a result of the equations. The Retirement System shall have no obligation to review or verify the equations or to assist in the calculations used to determine such amounts.

(4) **Percentage as of Retirement Date.** The following shall apply only if the QILDRO allocated benefits to the alternate payee in the specific Section noted. The Retirement System shall pay the amounts as directed below, but only if and when the benefits are payable pursuant to the QILDRO and Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

(a) The alternate payee's benefit pursuant to QILDRO Section III(A)(3) (**monthly retirement benefit**) shall be calculated and paid as follows:

$$\text{(Gross benefit amount)} \times \text{(Percentage)} = \text{(Monthly Amount)}$$

(b) The alternate payee's benefit pursuant to QILDRO Section V(A)(3) (**termination refund or lump-sum retirement benefit**) shall be calculated and paid as follows:

$$\text{(Gross benefit amount)} \times \text{(Percentage)} = \text{(Amount)}$$

\_\_\_\_\_  
(Member's Name)

(c) The alternate payee's benefit pursuant to QILDRO Section VI(A)(3) (**partial refund**) shall be calculated and paid as follows:

$$\frac{\text{_____}}{\text{(Gross benefit amount)}} \times \frac{\text{_____}}{\text{(Percentage)}} = \frac{\text{_____}}{\text{(Amount)}}$$

(d) The alternate payee's benefit pursuant to QILDRO Section VII(A)(3) (**lump-sum death benefit**) shall be calculated and paid as follows:

$$\frac{\text{_____}}{\text{(Gross benefit amount)}} \times \frac{\text{_____}}{\text{(Percentage)}} = \frac{\text{_____}}{\text{(Amount)}}$$

The Retirement System's sole obligation with respect to the equations in this paragraph (4) is to pay the amounts indicated as the result of the equations. The Retirement System shall have no obligation to review or verify the equations or to assist in the calculations used to determine such amounts.

(5) The Court retains jurisdiction over this matter for the following purposes:

- (a) to establish or maintain this Order as a QILDRO Calculation Court Order;
- (b) to enter amended QILDROs and QILDRO Calculation Court Orders to conform to the parties' QILDRO, Marital Settlement Agreement for Legal Separation ("Agreement"), to the parties' Judgment for Dissolution of Marriage or Judgment for Legal Separation ("Judgment"), to any modification of the parties' QILDRO, Agreement, or Judgment, or to any supplemental orders entered to clarify the parties' QILDRO, Agreement, or Judgment; and
- (c) to enter supplemental orders to clarify the intent of the parties or the Court regarding the benefits allocated herein in accordance with the parties' Agreement or Judgment, with any modifications of the parties' Agreement or Judgment, or with any supplemental orders entered to clarify the parties' Agreement or Judgment. A supplemental order may not require the Retirement System to take any action not permitted under Illinois law or the Retirement System's administrative rules. To the extent the supplemental order does not conform to Illinois law or administrative rule, it shall not be binding upon the Retirement System.

DATED: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
(Judge's Signature)

\_\_\_\_\_  
(Member's Signature- Optional)

\_\_\_\_\_  
(Member's Signature- Optional)

IN THE COURT OF THE \_\_\_\_\_ JUDICIAL DISTRICT  
\_\_\_\_\_  
COUNTY, ILLNOIS.

)

)

No:

)

**QUALIFIED ILLINOIS DOMESTIC RELATIONS ORDER**

THIS CAUSE coming before the Court for the purpose of the entry of a Qualified Illinois Domestic Relations Order under the provisions of Section 1-110 of the Illinois Pension Code (40 ILCS 5/1-119), the Court having jurisdiction over parties and the subject matter hereof, the Court finding that one of the parties to this proceeding is a member of a retirement system subject to Section 1-110 of the Illinois Pension Code (40 ILCS 5/1-119), this Order is entered to implement a division of that party's interest in the retirement system; and the Court being fully advised;

IT IS HEREBY ORDERED AS FOLLOWS:

- I. The definitions and other provisions of Section 1-110 of the Illinois Pension Code (40 ILCS 5/1-119) are adopted by reference and made a part of this Order.
- II. Identification of Retirement System and parties.

**Retirement System:** Public School Teachers' Pension and Retirement Fund of Chicago  
203 North LaSalle, Chicago, Illinois 60601-1210

**Member:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Social Security Number must be provided on copy submitted to CTPF)

**Alternate Payee:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Social Security Number must be provided on copy submitted to CTPF)

The alternate payee is the member's (Check one):

- Current or former spouse     Child or other dependant

III. **Monthly Retirement Benefit.** The Retirement System shall pay the indicated amounts of the member's retirement benefits to the alternate payee under the following terms and conditions:

(A) The Retirement System shall pay the alternate payee pursuant to one of the following methods **(Complete the ONE option that applies):**

- (1) \$ \_\_\_\_\_ (enter amount) per month; or
- (2) \_\_\_\_\_% (enter percentage) per month of the marital portion of said benefit with the marital portion defined by using the formula in section IX; or
- (3) \_\_\_\_\_% (enter percentage) per month of the gross amount of said benefit calculated as of the date the:  Member's  alternate payee's benefit commences.

(Check alternate payee only if the alternate payee will commence benefits after the member commences benefits, e.g. if the member is receiving retirement benefits at the time this Order is entered.)

(B) If the member's retirement benefit has already commenced, payments to the alternate payee shall commence either **(Check/complete the ONE option that applies):**

- (1)  as soon as administratively possible upon this order being received and accepted by the Retirement System; or
- (2)  on the date of \_\_\_\_\_

(Enter any benefit payment date that will occur at least 30 days after the date the retirement system receives a valid QILDRO, but ONLY if payment to the alternate payee is to be delayed to some future date, otherwise, check item (1) above.)

(C) If the member's retirement benefit has not yet commenced, payments to the alternate payee shall commence as of the date the member's retirement benefit commences.

(D) Payments to the alternate payee under this Section III shall terminate **(Check/complete the ONE option that applies):**

- (1)  upon the death of the member or the death of the alternate payee, whichever is the first to occur; or
- (2)  after \_\_\_\_\_ (enter any set number) payments are made to the alternate payee or upon the death of the member or the death of the alternate payee, whichever is the first to occur.

IV. **Post-retirement Increases.** If the member's retirement benefits are subject to annual post-retirement increases,  shall  shall not be recalculated or increased annually to include a proportionate share of the applicable annual increases.

V. **Termination Refund or Lump-sum Retirement Benefit.** The Retirement System shall pay to the alternate payee the indicated amounts of any refund upon termination or any lump-sum retirement benefit that becomes payable to the member, under the following terms and conditions:

\_\_\_\_\_  
( Member's Name)

(A) The Retirement System shall pay the alternate payee pursuant to one of the following methods  
**(Complete the ONE option that applies):**

(1) \$ \_\_\_\_\_; (enter amount) or

(2) \_\_\_\_\_ % enter percentage of the marital portion of the refund or lump-sum retirement benefit, with the marital portion defined using the formula in Section IX; or

(3) \_\_\_\_\_ % enter percentage of the gross amount of the refund or lump-sum retirement benefit, calculated when the member's refund or lump-sum retirement benefit is paid.

(B) The amount payable to an alternate payee under Section V(A)(2) or V(A)(3) shall include any applicable interest that would otherwise be payable to the member under the rules of the Retirement System.

(C) The payees' share of the refund or lump-sum retirement benefit under this Section V shall be paid when the member's refund or lump-sum retirement benefit is paid.

VI. **Partial Refund.** The Retirement System shall pay to the alternate payee the indicated amounts of any partial refund that becomes payable to the member under the following terms and conditions:

(A) The Retirement System shall pay the alternate payee pursuant to one of the following methods  
**(Complete the ONE option that applies):**

(1) \$ \_\_\_\_\_ (enter amount); or

(2) \_\_\_\_\_ % (enter percentage) of the marital portion of said benefit, with the marital portion defined using the formula in Section IX; or

(3) \_\_\_\_\_ % (enter percentage) of the gross amount of the benefit calculated when the member's refund is paid.

(B) The amount payable to an alternate payee under Section VI (A)(2) or (A)(3) shall include any applicable interest that would otherwise be payable to the member under the rules of the Retirement System.

(C) The alternate payee under Section VI shall be paid when the member's partial refund is paid.

VII. **Lump-sum Death Benefit.** The Retirement System shall pay to the alternate payee the indicated amounts of any death benefits that become payable to the member's death benefit beneficiaries or estate under the following terms and conditions:

(A) To the extent and only to the extent required to effectuate this Section VII, the alternate payee shall be designated as and considered to be a beneficiary of the member at the time of the member's death and shall receive **(Complete ONE of the following options):**

(1) \$ \_\_\_\_\_ (enter amount) or

(2) \_\_\_\_\_ % (enter percentage) of the marital portion of the death benefits, with the marital portion defined using the formula in Section IX; or

(3) \_\_\_\_\_ % (enter percentage) of the gross amount of death benefits calculated when said benefits become payable.

\_\_\_\_\_  
( Member's Name)

- (B) The amount payable to an alternate payee under Section VII (A)(2) or VII(A)(3) shall include any applicable interest payable to the death beneficiaries under the rules of the Retirement System.
- (C) The alternate payee's share of death benefits under this Section VII shall be paid as soon as administratively possible after the member's death.

VIII. If this Order indicates that the alternate payee is to receive a percentage of any retirement benefit or refund, upon receipt of the information required to be provided by the Retirement System under Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119), the calculations required shall be performed by the member, by the alternate payee, or by their designated representatives or designated experts. The results of the calculations shall be provided to the Retirement System via a QILDRO Calculation Court Order in accordance with Section 1-119 of the Illinois Pension Code.

IX. **Marital Portion Benefit Calculation Formula.** (Option to calculate benefit in items III (A)(2), V(A)(2), VI(A)(2), and VII(A)(2) above). If in this Section "other" is circled in the definition of A, B, or C, then a supplemental order must be entered simultaneously with this QILDRO clarifying the intent of the parties or the Court as to that item.

The supplemental order cannot require the Retirement System to take any action not permitted under Illinois law or the Retirement System's administrative rules. To the extent that the supplemental order does not conform to Illinois law or administrative rule, it shall not be binding upon the Retirement System:

- (1) The amount of the alternate payee's benefit shall be the result of  $(A/B) \times C \times D$  where:  
 "A" equals the number of months of:  regular  regular plus permissive  other service that the member accumulated in the Retirement System from the date of marriage \_\_\_\_\_ to the date of divorce \_\_\_\_\_.

(enter date mm/dd/yyyy) (enter date mm/dd/yyyy)

This number of months shall be calculated as whole months as after receipt of information required from the Retirement System pursuant to Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

"B" equals the number of months of:  regular  regular plus permissive  other service that the member accumulated in the Retirement System from the time of initial membership in the Retirement System through the member's effective date of retirement. The number of months of service shall be calculated as whole months after receipt of information required from the Retirement System pursuant to Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

"C" equals the gross amount of:

- i. The member's monthly retirement benefit [Section III(A)] calculated as of the members effective date of retirement.:  including  not including  other Permissive service, upgrades purchased, and other benefit formula enhancements;
- ii. The member's refund payable upon termination or lump sum retirement benefit that becomes payable, including any payable interest [Section V(A)] calculated as of the time said refund becomes payable to the member;

\_\_\_\_\_  
( Member's Name)



- i. The member's partial refund, including any payable interest [Section VI(A)] calculated as of the time said partial refund becomes payable to the member; or
- ii. The death benefit payable to the member's death benefit beneficiaries or estate, including any payable interest [Section VII(A)] calculated as of the time said benefit becomes payable to the members beneficiaries;

Whichever are applicable pursuant to Section III, V, VI, or VII of this Order. These gross amounts shall be provided by the Retirement System pursuant to Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

"D" equals the percentage noted in Section III (A)(2), V(A)(2), VI(A)(2), whichever is applicable.

(1) The alternate payee's benefit under this Section IX shall be paid in accordance with all Sections of this Order that apply.

- X. In accordance with subsection (i) of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119), so long as this QILDRO is in effect, the member may not elect a form of payment of the retirement benefit that has the effect of diminishing the amount of the payment to which the alternate payee is entitled, unless the alternate payee has consented to the election in writing, the consent has been notarized, and the consent has been filed with the Retirement System.
- XI. If the member began participating in the Retirement System before July 1, 1999, this Order shall take effect unless accompanied by the written consent of the member as required under subsection (m) of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).
- XII. The Court retains jurisdiction over this matter for all the following purposes:
  - (1) To establish or maintain this Order as a Qualified Illinois Domestic Relations Order.
  - (2) To enter amended QILDROs and QILDRO Calculation Orders to confirm to the parties' Marital Settlement Agreement or Agreement for Legal Separation ("Agreement"), to the parties' Judgment for Dissolution of Marriage or Judgment for Legal Separation ("Judgment"), to any modification of the parties' Agreement or Judgment, or to any supplemental orders entered to clarify the parties' Agreement or Judgment.
  - (3) To enter supplemental orders to clarify the intent of the parties of the Court regarding the benefits allocated herein in accordance with the parties' Agreement or Judgment, with any modifications of the parties' Agreement or Judgment, or with supplemental orders entered to clarify the parties' Agreement or Judgment. A supplemental order may not require the Retirement System to take any action not permitted under Illinois law or the Retirement System's administrative rules. To the extent that the supplemental order does not conform to Illinois law or administrative rule, it shall not be binding upon the Retirement System.

\_\_\_\_\_  
(Member's Signature)

\_\_\_\_\_  
(Alternate Payee's Signature)

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
(Judge's Signature)

