



1           4.           The court finds that:

2                   **The date of marriage is: (date)**

3                   The [**Respondent or Petitioner**] (**member name**) became a member of  
4                   CalSTRS on: **(date)**

5                   **The date of separation is: (date)**

6  
7           5.           Pursuant to the Judgment of Dissolution of Marriage filed herein  
8                   on **(date)** in which the Court reserved personal jurisdiction over  
9                   both parties to this action and reserved jurisdiction as to the  
10                   subject matter of this action relating to the amount and  
11                   distribution of the community property interests in the pension  
12                   benefits, [**Respondent or Petitioner**] (**nonmember spouse**) is  
13                   entitled to receive from the [**Respondent or Petitioner**] (**member**)  
14                   California State Teachers' Retirement System account, and pursuant  
15                   to the Request for Joinder of the California State Teachers'  
16                   Retirement System filed on or about **(date)** the parties hereto are  
17                   awarded interests in the CalSTRS member's Defined Benefit Account,  
18                   Defined Benefit Supplement Account and Cash Balance Account  
19                   through the California State Teachers' Retirement System.

20  
21           6.           The purpose of the Stipulation and Order is to define said  
22                   interests. This Stipulation and Order shall supersede said  
23                   Judgment of Dissolution of Marriage and shall be controlling  
24                   regarding the definition and payment of the parties interests in  
25                   said accounts held by CalSTRS member.

26  
27           **DIVISION OF BENEFITS:**

28           **A.** The method to calculate the monthly benefit payable to the Nonmember  
29                   spouse is: (Must choose only one below)

30                   1. **TIME RULE FORMULA CALCULATION:** Numerator is service  
31                   credit earned during the marriage; the denominator of  
32                   which is the Member's total service credit in the  
33                   California State Teachers' Retirement System at  
34                   retirement, multiplied by fifty percent, multiplied  
35                   by the Member's monthly pension benefit; or

36                   2. **Deduct FLAT PERCENTAGE** of \_\_\_\_\_% from Member's  
37                   allowance; or

1 B. Nonmember spouse shall also be entitled to his/her share of any cost-  
2 of-living increases or other similar increases, but only to the extent  
3 permitted within the TRL.

4 C. The Nonmember spouse shall begin receiving his community property share  
5 of the benefits, as determined in paragraph A. above, only once the  
6 Member retires and begins receiving benefits. The Nonmember spouse's  
7 interest will be determined at the Member's retirement date as set forth  
8 in paragraph A. above.

9  
10 **DEATH BENEFITS:**

11 D. *Member is not eligible under the Teachers' Retirement Law to elect the*  
12 *Nonmember as an option beneficiary. All continuous monthly benefits*  
13 *payable to Nonmember spouse will cease upon the death of the CalSTRS*  
14 *member.*

15 E. Should Nonmember spouse predecease the CalSTRS Member, Nonmember  
16 spouse's community property interest shall be:

17 *(Must choose only one below)*

18 1. **Payable to a beneficiary or beneficiaries as**  
19 **designated by Nonmember spouse for as long as**  
20 **the CalSTRS member is alive and receiving**  
21 **benefits; or**

22 2. **Returned to CalSTRS member.**

23 F. Nonmember spouse shall be entitled to his/her community property share  
24 of any lump-sum amount due upon CalSTRS member's death, which shall be  
25 calculated based on the formula set forth in paragraph A. above,  
26 including but not limited to any return of Member's contributions and  
interest, the One-Time Lump-Sum Death Benefit and the Defined Benefit  
Supplement account.

1       **G.** Any and all payments made to Nonmember spouse pursuant to this  
2       Stipulation and Order shall be paid directly by separate warrant to  
3       Nonmember spouse at all times.

4       **H.** Immediately upon the entry of this Stipulation and Order, the  
5       Stipulated Order shall be served upon the California State Teachers'  
6       Retirement System.

7       **I.** At anytime, once the benefits become payable, should CalSTRS fail to  
8       make such payments as directed above, Nonmember spouse and/or Member  
9       are required to notify CalSTRS immediately.

10       **J.** CalSTRS Member and Nonmember spouse shall each assume and bear  
11       responsibility for any and all income taxes attributable to the  
12       respective benefits received by each. Neither party shall have any  
13       responsibility for the payment of income taxes attributable to the  
14       benefits received by the other. Each party shall hold the other  
15       harmless from any such responsibility.

16       **K.** The Nonmember spouse shall have the responsibility for informing the  
17       California State Teachers' Retirement System of any changes in  
18       Nonmember spouse address.

19       **L.** Nothing contained in this order shall be construed to require CalSTRS  
20       to provide any type or form of benefit or any option not otherwise  
21       available under CalSTRS or the Teachers' Retirement Law.  
22

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

M. The court shall retain jurisdiction to amend or modify this Stipulation and Order or to make such other further orders as are necessary or appropriate to enforce or clarify the provisions of this Stipulation and Order, to meet the requirements of the plan and of the State and Federal law, and to provide the parties hereto with any additional benefits which may become available to either party under the plan.

**It is so stipulated:**

**DATED:** \_\_\_\_\_ [NAME OF PETITIONER]

**DATED:** \_\_\_\_\_ [PETITIONER'S ATTORNEY]

**DATED:** \_\_\_\_\_ [NAME OF RESPONDENT]

**DATED:** \_\_\_\_\_ [RESPONDENT'S ATTORNEY]

**IT IS SO ORDERED:**

**DATED:** \_\_\_\_\_ [JUDGE OF THE SUPERIOR COURT]