

UNIVERSITY OF MISSOURI SYSTEM
RETIREMENT PROGRAMS

Division of Benefits Order (DBO) Provisions Overview

Retirement, Disability, and Death Benefit Plan
(Level One and Two Members) (RDD)

Plan designs effective date January 1, 2021



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Retirement Program Introduction

This document contains a summary of Division of Benefit Order (DBO) provisions as outlined in the University's Retirement, Disability and Death (RDD) Benefit Plan (henceforth referred to as "the Plan"). The full provisions are available in section 530.010.K.22 of the Plan. In the event of a disagreement between this document and the Plan, the Plan will prevail.

The Plan is exempt from the 1974 Employee Retirement Income Security Act (ERISA) because it is a governmental plan. As a governmental retirement plan, the Plan is not subject to a Qualified Domestic Relations Order (QDRO) issued pursuant to the provisions of the Employee Retirement Incentive Security Act of 1974 (ERISA). Benefits under the Plan are financed by both employee and employer contributions and investment earnings on those contributions.

The Plan is a defined benefit or pension plan, operating as a tax qualified plan under the Internal Revenue Code, and as such, members do not have an individual account. Benefits under a defined benefit plan are generally determined by a formula which takes into account the member's salary, years of service and age.

This document is designed to give the parties involved in a divorce proceeding a better understanding of how benefits under the Plan may be divided. Under the Plan, the vested benefit of a qualified member may be considered "marital property." The spouse of a qualified member may be entitled to receive a portion of the qualified member's benefit in the event of divorce. A legal separation or any other non-divorce marital separation does not meet the criteria for a qualified member's pension to be divided under the provisions of the Plan.

Other options for dividing marital property may be available and should be discussed with applicable legal counsel. The University is not providing legal advice regarding the division of marital property, and nothing herein is to be construed as legal advice to any person. Employees should consult with their own legal counsel regarding their legal rights and share this summary as applicable.

Should additional information be needed about the plan, please refer to the plan document online at https://www.umsystem.edu/ums/rules/collected_rules/benefit/ch500 or contact the UM System Office of Human Resources Service Center using the contact information below.

Office of Human Resources, University of Missouri	
Office/Mailing Address:	UM System Office of Human Resources Service Center Old Alumni Center 1105 Carrie Francke Drive, Suite 108 Columbia, MO 65211
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The Division of Benefits Order (DBO) Provisions Key Terms

Key Terms

This section provides definitions of important terms used throughout this document. Additional key terms that are applicable to the RDD Plan may be found in the Plan document.

Alternate Payee

The former spouse of a qualified member who may be entitled to benefit payments under a DBO.

Defined Contribution (DC) Plan

The core retirement plan offered to university employees who are hired or rehired on or after 10/1/2019. The benefits under the DC Plan are not subject to division under a DBO. Refer to the DC Plan SPD (<http://umurl.us/retplans>) for more information.

Division of Benefits Order (DBO)

An order issued by a court of competent jurisdiction dividing the pension amount payable from the Plan between the parties to any action for dissolution of marriage which meets certain requirements outlined in Plan document, Section 530.010.K.22.

Divorce

The legal dissolution of a marriage by a court of competent jurisdiction.

Final Average Salary (Regular)

The average of the regular salary for the five consecutive highest-paid salary years a qualified member worked for the University. See the Plan document for more information about summer final average salary.

Final DBO

A division of benefits order which has been through all levels of University approval and applicable filings with a court of competent jurisdiction.

Full-Time Employee

An employee who holds a full-time appointment with a duration of at least nine months and has a full-time equivalency of at least 75%. Prior to January 1, 2005, an employee on a 9-month service basis must have had a full-time equivalency of 100%.

Level One Member

A member who was:

- initially hired before October 1, 2012; or
- initially hired prior to October 1, 2012, earned a vested benefit under the Plan, experienced a termination from employment after earning such vested benefit and did not receive a lump sum payment under the Plan, and who was rehired by the University on or after October 1, 2012, but prior to October 1, 2019.

Level Two Member

A member who was:

- initially hired on or after October 1, 2012, but before October 1, 2019; or
- rehired on or after October 1, 2012, but before October 1, 2019, who was not vested upon prior termination; or
- rehired on or after October 1, 2012, but before October 1, 2019, who was vested upon prior termination and took a lump sum distribution of their entire retirement benefit.

Member

Any employee of the University in any position paid out of the University's public funds for educational services, who is classified as (1) a full-time employee or (2) a part-time employee in a non-academic appointment who is not exempt from receiving overtime pay, and who completes at least 1,500 hours of service in a contract year. A member shall not include any:

- subsidiary employee (including health affiliate);

- student employee;
- per diem employee;
- adjunct faculty;
- temporary employee who works less than one thousand five hundred (1,500) hours in a contract year;
- resident physician hired on and after July 1, 1994;
- leased employee;
- non-common law employees (even if later determined to be one);
- employees of a participating employer prior to the date the participating employer adopts the Plan with the consent of the University; or
- individuals hired or rehired by the University on or after October 1, 2019 (regardless of whether or not the rehired individual was previously a member in the Plan).

Additional special rules may apply, refer to the RDD plan document for more details.

Plan Administrator

The department of the University, or such other person, or department as may be appointed by the University to supervise the administration of the Plan.

Qualified Member

A member who has earned the right to receive benefits from the Plan. A member must complete 5 years of service credit to be a qualified member and vested in their benefit.

Salary

Compensation for services regularly rendered, including the fair market value of income not paid as cash (housing and no charge room or board), including but not limited to:

- regular pay (including elective deferrals and contributions to University retirement plans or any other plan or arrangement (such as a flexible benefit plan));
- shift differential;
- chancellor's housing allowance;
- contract pay;
- sick leave pay;
- paid time off for work incurred injury;
- personal days;
- vacation days; and
- summer appointment salary.

Salary excludes:

- overtime;
- relocation incentive;
- additional, extra, or incentive compensation;
- prizes/awards, or bonuses;
- tenure buyout;
- benefit restoration plan;
- automobile allowances (or furnished automobiles);
- educational assistance;
- in lieu of retirement;
- moving expenses;
- patent royalties;
- tips;
- transition assistance;
- commissions (unless specifically authorized by the plan administrator or appointed committee);
- special services, projects, summer terms, or intersessions except as provided under summer appointment salary;
- in lieu of vacation other than in the context of a termination of employment; and

- all settlement amounts except where the settlement agreement expressly provides that some or all of the amount shall be deemed salary for purposes of retirement benefit calculation.

A qualified member's final average regular salary is the average of their regular annual salary for the five consecutive salary years they work for the University that produce the highest average. Final average regular salary does not include the excluded payments listed above. For the sake of clarity, salary does not include any compensation for services earned by an individual hired or rehired by the University on or after October 1, 2019.

Service Credit

The period of employment taken into account in the determination of retirement benefits for a member of the Plan. No more than 1 year of service credit shall be awarded for service during any period of 12 consecutive months. How a year of service credit is earned depends on whether the member is working an academic or non-academic appointment and whether the member is a full-time employee or part-time employee. See the RDD plan document, Section 530.010.C. for specific service credit rules including summer appointment service credit. For the sake of clarity, no individual hired or rehired on or after October 1, 2019, whether or not such individual was previously a member, shall be eligible to become a member entitled to accumulate any additional service credit.

University

The Curators of the University of Missouri. The University is a governmental entity established as a public corporation under the Constitution and Statutes of the State of Missouri.

Vesting (vested)

Upon completion of five years of service credit, a qualified member's benefit is nonforfeitable until a distribution occurs. Upon distribution, service credit is forfeited (except that such service credit will be counted toward the vesting requirements of the Defined Contribution (DC) Plan if the member is subsequently rehired by the University and is an eligible employee of the DC Plan, even if they took a full distribution of their benefit under the Plan). Refer to the DC Plan SPD (<http://umurl.us/retplans>) for more information.

Division of Benefits Order (DBO) Provisions under the Plan

Explanation of the Plan's Division of Benefits Order (DBO) provision

The University will not automatically divide a pension benefit under the Plan in the event of divorce. The only way in which the University is legally authorized to divide a pension benefit under the Plan is via a court approved DBO which has been approved and processed by the Office of Human Resources (final DBO).

What is the DBO Provision of the Plan?

Effective January 1, 2005, Section 530.010.K.22 of the University of Missouri Retirement, Disability and Death Benefit Plan (the Plan) permits the division of benefits earned under the plan in the event of a divorce. Under no circumstances may a DBO be approved under the Plan for any reason other than divorce. A legal separation or any other non-divorce marital separation does not meet the criteria for a qualified member's pension to be divided under the provisions of the Plan.

The DBO provision allows the University of Missouri to pay a portion of a qualified member's pension benefit directly to the qualified member's former spouse, henceforth referred to as the alternate payee, at the time the member begins receiving payments from the Plan. Before a pension benefit can be divided, a court of competent jurisdiction must issue a Division of Benefits Order (DBO). For guidance on how to file a DBO, refer to the section **Initiating and submitting a DBO** within this document.

When is a pension benefit under the Plan eligible to be divided?

- In order to divide a pension benefit under the Plan, a member must be a qualified member under the Plan as of the effective date of their divorce without regard to future service.
- If the member is not a qualified member as of the effective date of divorce, the pension benefit under the Plan is not eligible to be divided.
- Members who marry and divorce more than once are not limited to a single DBO. However, each order may only divide the benefit accrued during the applicable marriage.

DBO benefit calculation

How is the DBO Benefit Calculated?

Only the benefit accrued under the Plan during the dates of the qualified member and alternate payee's marriage is eligible to be divided under the DBO provisions. Service and salary credit earned by the qualified member before and after the dates of marriage is not considered in the DBO calculation. Following is an example of a DBO calculation for a level one member under the Plan:

How it works...

The employee of the University is a qualified member under the Plan who initially became a member on 09/01/2001.

Calculation Criteria:

Date of marriage: 09/01/2006

Date of divorce: 09/01/2013

Final average salary (regular) as of effective date of divorce: \$50,000

Service Credit: 7 years of service credit (earned during marriage from 09/01/2006 – 09/01/2013)

Final DBO directed the alternate payee to receive: 50% of the benefit eligible for division

Level One Member DBO Calculation:

I.	Final average regular salary	\$50,000.00
II.	Service credit	7 years
III.	Multiplier*	2.2%
III.	Annual normal retirement benefit (at age 65) (I. x II. x 2.2%)	\$7,700.00
Benefit eligible for division at age 65**		
Total monthly benefit (before division): $\$7,700.00 \div 12$		\$641.67
Alternate Payee monthly benefit (after division): $641.67 \div .50$		\$320.80

*The multiplier for a level two member under the Plan is 1.0%.

**Benefit value is subject to applicable reduction in the event the qualified member commences payment earlier than age 65.

Requesting a DBO estimate

Can a benefit division be estimated without filing a DBO?

Any interested party (i.e. attorneys, spouse or qualified member) may request a DBO estimate from the Office of Human Resources at any time. The University of Missouri requires a Request for Division of Benefits Order Estimate Form (included on the final page of this document) which has been signed by the Qualified Member, or a court ordered subpoena to release a DBO estimate to anyone other than the Qualified Member. The Qualified Member will receive a copy of any information released.

Initiating and submitting a DBO to the University

Qualified members or spouses should consult with an attorney to decide if utilizing a DBO is their best option for dividing marital property. However, it is important to understand that a pension benefit under the Plan may only be divided through the submission and filing of a DBO. A divorce decree itself does not have authority under the plan to divide pension benefits. A DBO may be initiated after the divorce, however the University will only divide applicable payments made after the submission of a final DBO.

Process to initiate and submit a DBO

- A draft DBO may be prepared using the **Model Order** included in this document. The draft DBO should be submitted to UM for plan administrator approval and sign off as to form at least 30 days prior to the court date.
- If approved by the University, the draft DBO will be returned to the requestor, with the plan administrator's sign off, to obtain final signatures.
 - A DBO that does not comply with Plan provisions will be returned to the requestor, which may cause a delay in obtaining plan administrator approval and sign off.
- A final DBO must bear the signature of the University plan administrator, both parties' attorneys (as applicable) and finally the judge.
- The requestor must submit a copy of the final DBO with all applicable signatures to the University Office of Human Resources, for processing.
 - The University will not take action on a DBO until a final copy is received in the Office of Human Resources.

Payments to alternate payees under the Plan

What benefit divisions are allowed under the Plan?

The qualified members benefit may only be divided in a manner that follows the provisions of the Plan. The division amount is negotiable at the time of divorce but subject to allowable plan provisions and approval of the plan administrator. Under no circumstances will the alternate payee's payments be eligible for increases of any nature. Refer to the **Model Order** included in this document for further guidance.

When do payments to the alternate payee begin?

In accordance with the Plan, alternate payee payments may commence no sooner than when the qualified member begins receiving their benefits under the Plan and the University received a final DBO.

The alternate payee's payments will begin based on when the final DBO was received, when the qualified member begins/began payment and the payment options elected by the qualified member.

The final DBO is submitted to the University prior to qualified member commencing payment:

- Monthly payments are elected by qualified member:
If the qualified member commences a monthly benefit on any day other than the first of the month, the first month's payment to the alternate payee will be prorated. Upon the death of either party (the qualified member or the alternate payee), the DBO will automatically terminate.
- Partial lump sum option elected by qualified member (retirees only):
Section 530.010.K.13.b.2 of the Plan, allows eligible retired members to receive 10, 20 or 30% of the actuarial value of their retirement benefit in a lump sum or rollover at retirement. If the University has received a final DBO prior to processing an elected retirement lump sum/rollover payment, the alternate payee will receive their applicable portion of the lump sum/rollover payment.
- Cash out/rollover option elected by qualified member (terminated vested members only):
Sections 530.010.K.13.a and 530.010.K.13.b.1 of the Plan, allow eligible terminated vested members to receive 100% of the present value of their future retirement benefit in a cash out or rollover after leaving University employment, rather than a monthly benefit at retirement age. If the University has received a DBO prior to processing the member's payment, the alternate payee will receive their applicable portion of the cash out/rollover payment.

The final DBO is submitted to the University after qualified member commences payment:

- Monthly payments were elected by qualified member:
Payment to the alternate payee will begin the first of the month following the month in which the University received a final DBO with payment effective on the last business day of the month. Upon the death of either party (the qualified member or the alternate payee), the DBO will automatically terminate.
- Partial lump sum option was elected by qualified member (retirees only):
The University will only divide retirement benefit payments paid after receipt of the final DBO. The University will not pay to alternate payees any portion of a lump sum paid to the qualified member prior to receipt of a final DBO.
- Cash out/rollover option was elected by qualified member (terminated vested members only):
The University will only divide retirement benefit payments paid after receipt of the final DBO. The University will not pay to alternate payees any portion of a lump sum paid to the qualified member prior to receipt of a final DBO.

When do payments to the alternate payee end?

Payments to an alternate payee terminate upon the death of the member or the alternate payee.