



LA Sheriffs' Pension Fund

BENEFITS PRESENTATION

Liaison Training Workshop

Stacey Walton, Benefits Supervisor



Types of Retirement Available

Liaison Workshop

Types of Retirement

- ▶ Early Retirement
- ▶ Disability Retirement
 - ▶ In-line-of-duty Disability
 - ▶ Non-job related Disability
- ▶ Regular Retirement with Back-DROP
- ▶ Regular Retirement without Back-DROP
- ▶ Survivor Benefits
 - ▶ Surviving spouse
 - ▶ Surviving minor children



Types of Retirement **Available**

(If Hired Prior to 1/1/2012)

- ▶ Regular Retirement
 - Age Requirement – 55
 - Service Requirement – 12 years
 - Cannot use military service to meet minimum vesting requirements.
 - May use transferred service
 - May use reciprocal agreement depending on other retirement system



Types of Retirement Available

(If Hired Prior to 1/1/2012)

- ▶ 30 and out
 - Any age
 - Service requirement – 30 years
 - BackDROP only available for service over 30 years, if under 55.
 - ❖ May use military time and transfer time.
 - ❖ Reciprocals, depending on other system.



Early Retirement

(If Hired Prior to 1/1/2012)

- ▶ Minimum age 50 years old
- ▶ Service requirement 20 years
- ▶ Actuarial reduction factors are applied for each year under age 55
- ▶ Cannot use military service to meet minimum vesting requirements.
 - ▶ May use transfers for minimum vesting.



Early Retirement 10 & 60

(If Hired Prior to 1/1/2012)

- ▶ Minimum age 60 years old
- ▶ Service requirement 10 years
- ▶ Actuarial reduction factors are applied for the number of months of creditable service less than 12 years
- ▶ Cannot use military service to meet minimum vesting requirements
 - ▶ May use transfers for minimum vesting



Types of Retirement Available

(If Hired On or After 1/1/2012)

▶ Regular Retirement

- Age Requirement – 62
- Service Requirement – 12 years
- Cannot use military service to meet minimum vesting requirements.
- May use transferred service
- May use reciprocal agreement depending on other retirement system



Types of Retirement Available

(If Hired On or After 1/1/2012)

- ▶ Regular Retirement
 - Age Requirement – 60
 - Service Requirement – 20 years
 - Can use military service to meet minimum vesting requirements.
 - May use transferred service
 - May use reciprocal agreement depending on other retirement system



Types of Retirement Available

(If Hired On or After 1/1/2012)

- ▶ Regular Retirement
 - Age Requirement – 55
 - Service Requirement – 30 years
 - May use military time & transferred time
 - May use reciprocal agreement depending on other retirement system



Early Retirement

(If Hired On or After 1/1/2012)

- ▶ Minimum age 50 years old
- ▶ Service requirement 20 years
- ▶ Actuarial reduction factors are applied for each year under age 60
- ▶ Cannot use military service to meet minimum vesting requirements.
 - ▶ May use transfers for minimum vesting.



Disability Retirement **(On-Duty Injury)**

- ▶ No minimum service requirements if disability is due to on-duty injury.
- ▶ No minimum age requirements if disability is due to on-duty injury.
- ▶ Louisiana law prohibits disability payments for pre-existing conditions.



Disability Retirement **(Non-Job Related)**

- ▶ Must have completed 10 years of service.
- ▶ No minimum age requirements for regular disability.
- ▶ Disabling condition must have occurred after membership began. (May not be in limited status)
- ▶ Louisiana law prohibits disability payments for pre-existing conditions.
 - ▶ May use transferred time, but not military



Benefits Calculations

- ▶ Baed on final average compensation (FAC)
- ▶ FAC is highest consecutive or joined 36 months of salary (60 months if DOE 7/1/06 or after)
 - ▶ Regardless of when that 36 or 60 month period occurs during employment
- ▶ SPF accrual rate is 3 1/3% for each year of service
- ▶ SPF accrual rate is 3% for each year of service – If hired on or after 1/1/12 and you retire with less than 30 years of service
- ▶ The calculation is:
$$\text{FAC} \times 3 \frac{1}{3}\% \times \text{yrs of svc} = \text{Maximum Benefit}$$



Back-DROP

Retirement

- BackDROP replaces the former “DROP” benefit
 - Law changed in 2001
- Regular retirement requirements must be met – prior to the BackDROP period
- BackDROP period is the most recent months or years of service
 - BackDROP period cannot exceed 3 years
 - 4-year BackDROP is available if 30 or more years of service
- BackDROP provides you with the option of a lump-sum benefit payable at retirement



Back-DROP Benefit

Eligibility Example

- ▶ Member retires 12/1/20 – at age 58
 - Service Credit – 15 years
 - Elects BackDROP for 3 years
- ▶ BackDROP period is 12/1/17 thru 11/30/20
 - Member forfeits service credit & earnings for this period
- ▶ Member satisfies eligibility requirements with service of 12 years and age 55
- ▶ Benefit is calculated on 12 years of service using highest 36 months *prior* to 12/1/17



BackDROP Benefit

Calculation of Benefit

- ▶ Monthly benefits are calculated and member selects option
- ▶ BackDROP benefit is calculated by:
 - Maximum benefit x number of months elected in BackDROP
- ▶ Employee contributions for BackDROP are refunded to the member's BackDROP account
 - Legislation approved in 2004



Back-DROP Retirement Computation Example

- ▶ Assume member has 33 years of service and elects to do 3 years of Back-DROP
 - ▶ Assume a final average compensation of \$60,000 per year
 - ▶ Assume a \$5,000 maximum benefit (regardless of option chosen)
 - ▶ Employee contributions of \$21,000 collected during the Back-DROP period are returned
 - ◎ $\$5,000 \text{ maximum benefit} \times 36 \text{ month Back-DROP period} + \$21,000 \text{ of returned employee contributions} = \$201,000 \text{ Back-DROP deposit}$
 - ▶ Member's Back-DROP benefit is \$201,000 available upon retirement + monthly benefit (based on option chosen)
-



Back-DROP Retirement

Methods of Distribution of Back-DROP funds

- ▶ Lump-sum or Partial payment of funds at retirement (taxable 20% @ w/d)

 - ▶ Leave funds on deposit with SPF – invested in LAMP
 - ◎ Principal insured by SPF
 - ◎ No market risk
 - ◎ Very “Liquid” – member may request withdrawals as needed

 - ▶ Elect to draw funds in an annuity from SPF
 - ◎ Available in fixed 3, 5, 7, 9, 15, 20 year & lifetime

 - ▶ Tax deferred rollover of funds into another qualified plan (i.e. an IRA)
-



Annuities Defined

- Stream of fixed payments over a specific period of time or lifetime
- Takes into account time value of money (i.e., interest rate & future value)
- Annuity – Immediate – payments made at the end of each period (Back-DROP)
- Annuity – Due – payments made at the beginning of each period (Pension)



Annuities

▶ Terms:

- ▶ Payable monthly, quarterly, semi-annually or annually

▶ Interest Rates:

- ▶ 20 year & life annuities – 1% below valuation interest rate (6.0%)
 - ▶ 15 years annuities – 1.5% below valuation interest rate (5.5%)
 - ▶ 7 year & 9 year annuities – 2% below valuation int. rate (5.0%)
 - ▶ 3 year & 5 year annuities – 2.5% below valuation int. rate (4.5%)
-



Annuities

- ▶ In the event of the death of the retired member, the surviving spouse will be given two options:
 - ▶ Continue to draw the member's annuity subject to the original terms and conditions
 - ▶ Cash out the annuity, reduced to the present value of the remaining payments
- ▶ If a retired member dies leaving no surviving spouse, the present value of the remaining payments will be paid to the member's estate.



In Line of Duty Death Benefits **(Not as a result of an Intentional Violent Act)**

- ▶ Spouse with no minor children:
 - ▶ Greater of:
 - ▶ 50% of final average compensation (FAC), or
 - ▶ Option 2 benefit based on years of service (12 or more)

- ▶ Spouse with minor children:
 - ▶ Spouse receives 50% of FAC
 - ▶ Each child receives 15% of FAC
 - ▶ Total benefits not to exceed 100% of FAC

- ▶ Minor children with no surviving spouse:
 - ▶ Each child receives 15% of FAC
 - ▶ Maximum of 60% of FAC if more than 4 children



In Line of Duty Death Benefits

(As a result of an Intentional Violent Act)

- ▶ Spouse with no minor children:
 - ▶ Greater of:
 - ▶ 50% of final average compensation (FAC), or
 - ▶ Option 2 benefit based on years of service (12 or more)

 - ▶ Spouse with minor children:
 - ▶ Spouse receives same as above
 - ▶ Each child receives 15% of FAC
 - ▶ Total benefits not to exceed 100% of FAC
 - ▶ If spouse dies while benefits are in payment to minor children, child benefit increases to 100% of FAC

 - ▶ Minor children with no surviving spouse:
 - ▶ Maximum of 100% of FAC
 - ▶ Benefits divided equally between minor children
 - ▶ Payable to a trust until child reaches age of majority
-



United States Dept of Justice

Public Safety Officers Benefits Program

- ▶ One-time financial payment to eligible survivors of public safety officers whose deaths are the direct and proximate result of a traumatic injury sustained in-the-line-of-duty
 - ▶ As of October 1, 2019, the benefit amount is \$365,670
 - ▶ Benefit is adjusted each year of October 1st to reflect percentage change in the Consumer Price Index
 - ▶ Provides disability benefit for public safety officers who have been permanently and totally disabled by an in-line-of-duty injury
 - ▶ Medical retirement for an in-line-of-duty disability does not, in and of itself, establish eligibility for PSOB benefits
-



State of Louisiana

Surviving Spouse & Children Benefits

R.S. 40:1665.2 and R.S. 39:1533

- ▶ Payable when law enforcement officer suffers death as a result of any injury arising out of and in the course of the performance of their official duties, or arising out of any activity, while on or off duty, in their capacity as a law enforcement officer, in the protection of life of property
 - ▶ \$250,000 payable to surviving spouse and \$25,000 to each dependent child
 - ▶ Application made to the LA Dept of Justice, Office of the Attorney General
-



State of Louisiana

Special Scholarships

- ▶ Available to children of commissioned full-time sheriffs/deputy sheriffs killed or permanently disabled in-the-line-of-duty
 - ▶ Eligible to attend college or university without the payment of tuition or fees (including book, room and board)
 - ▶ Exemption shall exist for the number of semesters required of a full-time student to obtain one bachelor's degree (not to exceed eight semesters)
-



Definition of a Surviving Minor Child

- Offspring of the member or the legally adopted child of the member
 - Child is under the age of 18, or
 - Child, regardless of age, is physically or mentally incapacitated and dependent upon the member, or
 - Child, between the ages of 18 and 23, who is enrolled at a board-approved or accredited school, college, or university
 - Must be classified as a **full-time student in good standing**
 - “**In good standing**” is defined as having a **cumulative GPA of 2.00+ or not being on “academic probation.”**
-




Surviving Minor Child Benefits

TERMINATION OF BENEFITS

- ▶ Upon the attainment of age 18, or
- ▶ Age 23 if enrolled as a full-time student in a board-approved or accredited school, college, or university, or
- ▶ Benefits to a physically or mentally incapacitated child continue for life or until no longer incapacitated

AMOUNT OF BENEFIT

- ▶ 15% of member's final average compensation per minor child
 - ▶ Limited to 60% of the final average compensation if there is no surviving spouse
 - ▶ Total combined benefits limited to 100% of final average compensation if there is a surviving spouse
-
- 

Vested Member Death Benefits

- ▶ Surviving spouse receives Automatic Option 2 benefit
- ▶ Minor children's benefit same as in line of duty death benefit
- ▶ In lieu of Option 2 benefit, spouse may take refund of employee contributions



Deferred Benefit

- ▶ Member has 12 or more years of creditable service
- ▶ Terminates service before attaining age of 55 if hired before 1/1/12 or 62 if hired on or after 1/1/12
- ▶ Entitled to deferred retirement at age 55 or 62 depending on DOH
- ▶ Paid same benefit as if they had retired while in service
- ▶ Cannot have withdrawn contributions from the Fund




Benefit Options

Maximum Benefit

- Highest monthly benefit available – not reduced
 - Cannot exceed 100% of FAC
- Does not provide a monthly benefit to a spouse or beneficiary

Option One


- Does not provide a monthly survivor's benefit.
 - Benefit is actuarially reduced from the Maximum to lessen the reduction of contributions each month
-
- 

Benefit Options

Option Two

- ▶ Actuarially reduced from the Maximum – based on ages of member and spouse
- ▶ Upon member's death, spouse receives same monthly benefit the member was receiving (for life)

Option Two-A (Pop-Up)

- ▶ Actuarially reduced from the Maximum – based on ages of member and spouse
 - ▶ Upon member's death, spouse receives same monthly benefit member was receiving
 - ▶ If spouse dies 1st, member's benefit "pops-up" to the unreduced Maximum
-
- 

Benefit Options

Option Three

- ▶ Actuarially reduced from the Maximum, but the reduction is smaller than in Option Two
- ▶ Reduction is based on ages of member and spouse
- ▶ Upon member's death, spouse receives $\frac{1}{2}$ of the benefit the member was receiving

Option Three-A (Pop-Up)

- ▶ The actuarial reduction from Maximum is slightly greater than Option Three
- ▶ Spouse receives $\frac{1}{2}$ of members benefit if member dies 1st
- ▶ Member's benefit "pops-up" to unreduced Maximum if spouse dies 1st



Benefit Options

Option Four

- ▶ Option to deal with special situations in providing for dependents
- ▶ This benefit is limited to spouse, dependent children, other eligible dependents
- ▶ Must be individually approved by the Board

Option Five

- ▶ The benefit is reduced from the Maximum, but not actuarially
(flat 10% reduction)
 - ▶ Member's benefit is 90% of the Maximum
 - ▶ Upon member's death, spouse receives $\frac{1}{2}$ of member's benefit
 - ▶ There are no age considerations or consequences
-
- ▶

Reemployment of Retirees in a Sheriff's Office

Part-Time Reemployment

- Retirees may be employed by a sheriff's office on a part-time basis and continue to receive their benefit.
 - During the first 24 months of retirement – P/T earnings up to **50%** of F.A.C.
 - For the 25th month of retirement & thereafter – P/T earnings up to **55%** of F.A.C.
 - P/T earnings are not subject to employee or employer contributions
 - Should a retiree's P/T earnings exceed 50% or 55% of F.A.C., payment of the retiree's monthly benefit will be suspended for the remainder of that fiscal year.
-



Reemployment of Retirees in a Sheriff's Office Full-Time Reemployment

- If a retiree returns to work full-time with the sheriff's office, all retirement benefits are suspended and the individual once again becomes a contributing member.
 - Upon subsequent retirement, the suspended benefit will be restored in the same amount as when suspended.
 - In addition to the restored benefit, the retiree is able to add a **“supplemental benefit”** amount based on the service credit and average compensation earned during the period of full-time reemployment.
 - Prohibited from changing option selection of the original retirement. However, the member is allowed to select any option with regard to the supplemental benefit amount.
-





Application Process

Liaison Workshop

Forms Required from Sheriff's Office

- ▶ Notice of Termination/Change of Status
- ▶ Application for Type of Benefit Requested
- ▶ Supplemental Quarterly/Monthly Report
- ▶ Payroll Breakdown
- ▶ Insurance Invoice



Required Documentation

- ▶ Copies of Birth Certificates or Baptismal Certificates for Member & Spouse
- ▶ Copy of Marriage License
- ▶ Copy of Death Certificate of Spouse, if applicable
- ▶ In the Event of a Prior Marriage
 - ▶ Copy of Petition for Divorce
 - ▶ Copy of Final Divorce Decree
 - ▶ Copy of Property Settlement





FORMS

Liaison Workshop

NOTICE OF TERMINATION/CHANGE OF STATUS

EMPLOYEE NAME _____
HOME ADDRESS (STREET/P.O. BOX) _____
CITY, STATE & ZIP CODE _____
HOME TELEPHONE NUMBER _____
SOCIAL SECURITY NUMBER _____
PARISH OF EMPLOYMENT _____
DATE CONTINUOUS SERVICE BEGAN _____
LAST DATE OF EMPLOYMENT _____

INDICATE YOUR PREFERENCE CONCERNING YOUR FUNDS ON DEPOSIT IN THE SHERIFFS PENSION FUND.

_____ I wish to leave my funds on deposit:

_____ Due to change in status to Part-time.

_____ Due to call to Active Duty.

_____ For possible later employment. If termination is due to Leave of Absence, expected date of return _____.

_____ For Retirement when I become eligible. Expected date of retirement _____

_____ I wish to leave my funds on deposit due to transfer of employment from present Parish of _____ to _____ Parish, effective date of _____.

_____ I have terminated employment and have no plans to work for another sheriff's office in Louisiana. I wish to apply for a refund of my employee contributions. *(This form must be completed, signed by the member and submitted with the refund form to be eligible to receive a refund.)*

_____ I wish to make application for Regular Retirement Benefits.

_____ I wish to make application for Regular Retirement and Back DROP Benefits.

_____ I wish to make application for Disability Retirement Benefits.

EMPLOYEE'S SIGNATURE

SHERIFF OR AUTHORIZED REPRESENTATIVE

DATE

APPLICATION FOR RETIREMENT BENEFITS

NAME OF APPLICANT _____

PARISH _____

AGE _____ BIRTHDATE _____

DAYTIME PHONE # (____) _____

DATE OF EMPLOYMENT _____

BREAK IN CONTINUOUS SERVICE (If applicable)

LAST DATE OF EMPLOYMENT _____

FROM _____ THRU _____

Applicant is eligible for retirement and requests that retirement benefits begin effective _____. It is understood that if applicant is reemployed by a sheriff's office, the Pension Fund is to be notified immediately, in the event any action needs to be taken in accordance with RS 11:2175E.

Applicant's salary as deputy sheriff/sheriff for the thirty-six (36) highest successive months of employment during the stated period of employment was as follows: (If an interruption of service occurred, the highest thirty-six (36) successive, joined months of employment are applicable.) Salary for the highest sixty (60) successive or joined months of employment will be needed for those members whose first employment making them eligible for membership in the retirement system began on or after July 1, 2006.

Jan	_____ \$ _____	Jan	_____ \$ _____	Jan	_____ \$ _____	Jan	_____ \$ _____
Feb	_____ \$ _____	Feb	_____ \$ _____	Feb	_____ \$ _____	Feb	_____ \$ _____
Mar	_____ \$ _____	Mar	_____ \$ _____	Mar	_____ \$ _____	Mar	_____ \$ _____
Apr	_____ \$ _____	Apr	_____ \$ _____	Apr	_____ \$ _____	Apr	_____ \$ _____
May	_____ \$ _____	May	_____ \$ _____	May	_____ \$ _____	May	_____ \$ _____
Jun	_____ \$ _____	Jun	_____ \$ _____	Jun	_____ \$ _____	Jun	_____ \$ _____
Jul	_____ \$ _____	Jul	_____ \$ _____	Jul	_____ \$ _____	Jul	_____ \$ _____
Aug	_____ \$ _____	Aug	_____ \$ _____	Aug	_____ \$ _____	Aug	_____ \$ _____
Sep	_____ \$ _____	Sep	_____ \$ _____	Sep	_____ \$ _____	Sep	_____ \$ _____
Oct	_____ \$ _____	Oct	_____ \$ _____	Oct	_____ \$ _____	Oct	_____ \$ _____
Nov	_____ \$ _____	Nov	_____ \$ _____	Nov	_____ \$ _____	Nov	_____ \$ _____
Dec	_____ \$ _____	Dec	_____ \$ _____	Dec	_____ \$ _____	Dec	_____ \$ _____

REQUESTED BY _____

Applicant's Signature

DATE _____

CERTIFIED CORRECT _____

Signature of Sheriff or Authorized Representative

DATE _____

**APPLICATION FOR
BACK-DEFERRED RETIREMENT OPTION PLAN
(Back-DROP)**

APPLICANT'S NAME _____ BACK-DROP PARTICIPATION BEGINS ____/____/____

SOCIAL SECURITY # _____ BACK-DROP PARTICIPATION ENDS ____/____/____

PARISH _____ BACK-DROP PARTICIPATION PERIOD: ____ YEARS ____ MONTHS

EMPLOYMENT DATE _____ BREAK IN CONTINUOUS SERVICE (If applicable)
From ____/____/____ thru ____/____/____

Applicant is applying for regular retirement benefits effective _____.

Applicant's salary as sheriff, deputy sheriff or member for the thirty-six (36) highest successive months of employment **before the beginning of the Back-DROP period** specified was: (If an interruption of service occurred, the highest thirty-six (36) successive, joined months of employment are applicable.) Salary for the highest sixty (60) successive or joined months of employment will be needed for those members whose first employment making them eligible for membership in the retirement system began on or after July 1, 2006.

Jan _____ \$ _____	Jan _____ \$ _____	Jan _____ \$ _____	Jan _____ \$ _____
Feb _____ \$ _____	Feb _____ \$ _____	Feb _____ \$ _____	Feb _____ \$ _____
Mar _____ \$ _____	Mar _____ \$ _____	Mar _____ \$ _____	Mar _____ \$ _____
Apr _____ \$ _____	Apr _____ \$ _____	Apr _____ \$ _____	Apr _____ \$ _____
May _____ \$ _____	May _____ \$ _____	May _____ \$ _____	May _____ \$ _____
Jun _____ \$ _____	Jun _____ \$ _____	Jun _____ \$ _____	Jun _____ \$ _____
Jul _____ \$ _____	Jul _____ \$ _____	Jul _____ \$ _____	Jul _____ \$ _____
Aug _____ \$ _____	Aug _____ \$ _____	Aug _____ \$ _____	Aug _____ \$ _____
Sep _____ \$ _____	Sep _____ \$ _____	Sep _____ \$ _____	Sep _____ \$ _____
Oct _____ \$ _____	Oct _____ \$ _____	Oct _____ \$ _____	Oct _____ \$ _____
Nov _____ \$ _____	Nov _____ \$ _____	Nov _____ \$ _____	Nov _____ \$ _____
Dec _____ \$ _____	Dec _____ \$ _____	Dec _____ \$ _____	Dec _____ \$ _____

REQUESTED BY _____
Applicant's Signature

DATE ____/____/____

CERTIFIED CORRECT _____
Signature of Sheriff or Authorized Representative

DATE ____/____/____

DISABILITY CLAIM AUTHORIZATION

Name

(____)_____
Home telephone #

Social Security #

Parish of employment

Date of birth

Date of employment

Home address

Date employment will terminate

City, State, zip code

(____)_____
Daytime telephone #

I am disabled from further service with the sheriff's office because _____

I hereby authorize the physician(s) named below to make reports in support of this disability claim to the State Medical Disability Board by submitting to the Sheriffs' Pension Fund any documents deemed appropriate.

(1)_____
Name of physician

(3)_____
Name of physician

Field of specialty

Field of specialty

(____)_____
Office telephone #

(____)_____
Office telephone #

(2)_____
Name of physician

(4)_____
Name of physician

Field of specialty

Field of specialty

(____)_____
Office telephone #

(____)_____
Office telephone #

Signature of applicant

Witness

Date

Witness

APPLICATION FOR DISABILITY BENEFITS

NAME OF APPLICANT _____

PARISH _____

AGE _____ BIRTHDATE _____

DAYTIME PHONE _____

EMPLOYMENT DATE _____

BREAK IN CONTINUOUS SERVICE (If applicable)

LAST DATE OF EMPLOYMENT _____

FROM _____ THROUGH _____

Applicant states that he/she is permanently disabled as a result of injury or illness which occurred during time of employment in the sheriff's office. Applicant understands that this application is to be substantiated by a full and complete written statement of disability by a practicing physician in Louisiana chosen by the applicant and by a member of the State Medical Disability Board whose specialty most closely relates to the nature of the disability claimed.

Applicant requests that disability benefits begin effective _____. It is understood that if applicant becomes employed or is no longer disabled, he/she will notify the Sheriffs Pension Fund immediately in accordance with RS 11:220C and RS 11:2178B(2).

Applicant's salary as deputy sheriff/sheriff for the thirty-six (36) highest successive months of employment during the stated period of employment was as follows: (If an interruption of service occurred, the highest thirty-six (36) successive, joined months of employment are applicable.) Salary for the highest sixty (60) successive or joined months of employment will be needed for those members whose first employment making them eligible for membership in the retirement system began on or after July 1, 2006.

Jan	_____ \$ _____	Jan	_____ \$ _____	Jan	_____ \$ _____	Jan	_____ \$ _____
Feb	_____ \$ _____	Feb	_____ \$ _____	Feb	_____ \$ _____	Feb	_____ \$ _____
Mar	_____ \$ _____	Mar	_____ \$ _____	Mar	_____ \$ _____	Mar	_____ \$ _____
Apr	_____ \$ _____	Apr	_____ \$ _____	Apr	_____ \$ _____	Apr	_____ \$ _____
May	_____ \$ _____	May	_____ \$ _____	May	_____ \$ _____	May	_____ \$ _____
Jun	_____ \$ _____	Jun	_____ \$ _____	Jun	_____ \$ _____	Jun	_____ \$ _____
Jul	_____ \$ _____	Jul	_____ \$ _____	Jul	_____ \$ _____	Jul	_____ \$ _____
Aug	_____ \$ _____	Aug	_____ \$ _____	Aug	_____ \$ _____	Aug	_____ \$ _____
Sep	_____ \$ _____	Sep	_____ \$ _____	Sep	_____ \$ _____	Sep	_____ \$ _____
Oct	_____ \$ _____	Oct	_____ \$ _____	Oct	_____ \$ _____	Oct	_____ \$ _____
Nov	_____ \$ _____	Nov	_____ \$ _____	Nov	_____ \$ _____	Nov	_____ \$ _____
Dec	_____ \$ _____	Dec	_____ \$ _____	Dec	_____ \$ _____	Dec	_____ \$ _____

REQUESTED BY _____
Applicant's Signature

DATE _____

CERTIFIED CORRECT _____
Signature of Sheriff or Authorized Representative

DATE _____

DISABILITY REPORT BY IMMEDIATE SUPERVISOR

Applicant's name _____

Social Security # _____

1. Briefly describe disability applicant's duties and responsibilities: _____

2. Cite any special physical requirements of the position: _____

3. How long has applicant occupied this position? _____

4. Did applicant have any disability upon employment? If so, briefly describe:

5. List specific information you have concerning date and cause of the current
disability: _____

6. When and how did the disability begin to affect the performance of applicant's
duties? _____

7. Briefly describe efforts made to place applicant in a position that could be
performed with the stated disability: _____

8. List specific duties under your supervision that applicant can still perform:

9. How many days of sick leave have been taken by applicant since date of disability?

10. Was this a marked increase in use of sick leave? _____

Signature of immediate supervisor

Date

Typed name and title

Parish

MEDICAL AUTHORIZATION & WAIVER

TO: BOARD OF TRUSTEES
SHERIFFS PENSION & RELIEF FUND

By making application for disability benefits from the Sheriffs Pension & Relief Fund, I hereby agree that the Board of Trustees of the Fund, their employees and attorney, are authorized to secure, review and/or examine any and all medical records, including doctors' opinions, relating to the physical and/or mental condition(s) for which I have made application for disability benefits.

I hereby agree to waive any privilege which might otherwise exist relative to such medical information.

Applicant

Sworn and subscribed before me this _____ day of _____,
20_____.

Notary Public

Parish

APPLICATION FOR SURVIVOR BENEFITS

NAME OF APPLICANT _____

DATE OF DEATH _____

NAME OF MEMBER _____

PARISH _____

DATE OF EMPLOYMENT _____

DAYTIME PHONE # _____

LAST DATE OF EMPLOYMENT _____

BREAK IN CONTINUOUS SERVICE (If applicable)

FROM _____ THRU _____

Applicant is eligible for survivor benefits and requests that benefits begin effective _____

Applicant was married to member on _____, and was married to and living with member on the date of death. Their dependent children are listed below:

NAME	DATE OF BIRTH	AGE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Member's salary as deputy sheriff/sheriff for the thirty-six (36) highest successive months of employment prior to the date of death was as follows: (If an interruption of service occurred, the highest thirty-six (36) successive, joined months of employment are applicable.) Salary for the highest sixty (60) successive or joined months of employment will be needed for those members whose first employment making them eligible for membership in the retirement system began on or after July 1, 2006. If member was not employed for a full 36 months prior to date of death, list the salary received during employment.

Jan	_____ \$ _____	Jan	_____ \$ _____	Jan	_____ \$ _____	Jan	_____ \$ _____
Feb	_____ \$ _____	Feb	_____ \$ _____	Feb	_____ \$ _____	Feb	_____ \$ _____
Mar	_____ \$ _____	Mar	_____ \$ _____	Mar	_____ \$ _____	Mar	_____ \$ _____
Apr	_____ \$ _____	Apr	_____ \$ _____	Apr	_____ \$ _____	Apr	_____ \$ _____
May	_____ \$ _____	May	_____ \$ _____	May	_____ \$ _____	May	_____ \$ _____
Jun	_____ \$ _____	Jun	_____ \$ _____	Jun	_____ \$ _____	Jun	_____ \$ _____
Jul	_____ \$ _____	Jul	_____ \$ _____	Jul	_____ \$ _____	Jul	_____ \$ _____
Aug	_____ \$ _____	Aug	_____ \$ _____	Aug	_____ \$ _____	Aug	_____ \$ _____
Sep	_____ \$ _____	Sep	_____ \$ _____	Sep	_____ \$ _____	Sep	_____ \$ _____
Oct	_____ \$ _____	Oct	_____ \$ _____	Oct	_____ \$ _____	Oct	_____ \$ _____
Nov	_____ \$ _____	Nov	_____ \$ _____	Nov	_____ \$ _____	Nov	_____ \$ _____
Dec	_____ \$ _____	Dec	_____ \$ _____	Dec	_____ \$ _____	Dec	_____ \$ _____

REQUESTED BY _____

Applicant's Signature

DATE _____

CERTIFIED CORRECT _____

Signature of Sheriff or Authorized Representative

DATE _____

The following information/verification is needed on _____

Please verify payroll break down for the following months: **Sept 2016 & Oct 2016**

September 2016

Payroll Date	Beginning Date	Ending Date	Gross
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The total amount of wages received during: JUL 2016 _____
AUG 2016 _____
SEPT 2016 _____

Total wages from 09/30/2016 quarterly: \$8,463.50

October 2016

Payroll Date	Beginning Date	Ending Date	Gross
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The total amount of wages received during: Oct 2016 _____

Total wages from 10/31/16 monthly: \$3,608.90

INSURANCE INVOICE

WITHHOLDING FROM SHERIFFS' PENSION FUND BENEFIT CHECKS
(PLEASE REMIT BY THE 20TH OF THE PREVIOUS MONTH)

(MONTH, YEAR)

PENSION RECIPIENT	SOCIAL SECURITY NO. (OR MEMBER NO.)	TOTAL PREMIUM	SHERIFF PAYS	TO BE WITHHELD
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INVOICE PREPARED BY _____ PARISH _____

***BY SIGNING THIS INVOICE, YOU AUTHORIZE SPF TO WITHHOLD THE SPECIFIED FUNDS FROM THE RECIPIENTS' BENEFIT**

Insurance Invoices

- ▶ Include in retirement packet even when deduction is \$0.00
- ▶ For survivors – invoice should accompany death certificate
- ▶ Change in deduction requires updated documentation
 - ▶ Insurance carrier does not notify Pension Fund of changes in premiums
 - ▶ Must be received by 20th of each month
 - ▶ May be in the form of a spreadsheet



Community Property Law

- ▶ **Louisiana is a community property state.**
 - ▶ **Generally, all earnings & assets accumulated during a marriage are the property of both parties.**
 - Prenuptial agreements provide an exception.
 - ▶ **In the event of divorce, unless other arrangements are agreed upon in a community property settlement, you may be subject to the following:**
 - Former spouse is entitled to $\frac{1}{2}$ of monthly benefit for the time accrued during marriage.
 - Also, the former spouse is entitled to $\frac{1}{2}$ of the DROP or BackDROP benefit for the time accrued during the marriage.
-



Community Property Law

Administrative Rule

- ▶ To be effective as to the Louisiana Sheriffs' Pension and Relief Fund, any court order or judgment issued upon or after the termination of a community property regime which order or judgment recognizes the community interest of a spouse or a former spouse of a member or retiree of the Louisiana Sheriffs' Pension and Relief Fund and provides that a benefit or return of employee contributions be divided by the Louisiana Sheriffs' Pension and Relief Fund with the spouse or former spouse, shall be:
 - ▶ Considered to be received by the Louisiana Sheriffs' Pension and Relief Fund under La. R.S. 11:291(B) only if a certified copy of the order is served on the Executive Director or the Assistant Executive Director of the Fund by the Sheriff of East Baton Rouge Parish, and
 - ▶ Specific to the Louisiana Sheriffs' Pension and Relief Fund. A court order purporting to divide a member's or retiree's benefits and/or employee contributions between the member/retiree and former spouse that does not specifically identify the Louisiana Sheriffs' Pension and Relief Fund by name shall not be effective as to said Fund.

DISTRICT COURT FOR THE PARISH OF _____

STATE OF LOUISIANA

NO. _____

DIVISION _____

[Name of Petitioner]

versus

[Name of Defendant]

FILED _____

DEPUTY CLERK

QUALIFIED DOMESTIC RELATIONS ORDER

THIS ORDER is issued in compliance with section 414(p) of the Internal Revenue Code, it being the intent of the parties that this Order qualify as a Qualified Domestic Relations Order. This Order recognizes the right of a former spouse to receive a portion of a participant's benefit in an employer-sponsored defined benefit pension plan which is qualified as tax-exempt under section 401(a) of the Internal Revenue Code and which is classified as a governmental plan under section 414(d) of the Internal Revenue Code. This Order sets forth the nature, terms and conditions of such former spouse's right. This Order is rendered by the authority of the applicable domestic relations laws of the State of Louisiana; however, this Order does not include provisions for child support, alimony payments or marital property rights of the participant or former spouse other than the rights of the participant and former spouse in the defined benefit plan set forth below.

- 1. Participant Information.** The name and last known address of the participant (the "Participant") is:

[Name of Participant]

[Last known address of Participant]

- 2. Alternate Payee Information.** The name and last known address of the former Spouse of the Participant (the "Alternate Payee"), is:

[Name of former Spouse/Alternate Payee]

[Address of former Spouse/Alternate Payee]

The Participant and Alternate Payee shall have the obligation to notify the Plan Administrator in writing at the address set forth below of any change in address. The Plan Administrator shall not be responsible for locating or attempting to locate the Participant or Alternate Payee and shall be entitled to rely on the last written addresses of the Participant and Alternate Payee on file in the office of the Plan Administrator.

- 3. The Pension Plan.** The name of the Plan to which this Order relates is the Louisiana Sheriffs' Pension and Relief Fund (the "Fund"). The Order shall apply to the defined benefit pension plan maintained by the Fund and all rights and privileges related thereto, including payments made or set aside under the Deferred Retirement Option Plan, or "DROP", and "Back-Deferred Retirement Option Plan, or "Back-DROP". This Order shall also apply to any successor or transferee of the assets of the Fund. The Fund's address is:

Plan Administrator

Louisiana Sheriffs' Pension and Relief Fund

1225 Nicholson Drive

Baton Rouge, Louisiana 70802-7537

- 4. Amount of Alternate Payee's Benefits.** This Order assigns to Alternate Payee an amount equal to fifty percent (50%) of the community property portion of the Participant's benefit in the Fund which is attributable to the number of years of the marriage between Alternate Payee and Participant in proportion to Participant's total years of creditable service in the Fund. The Alternate Payee's portion shall be applicable to any retirement benefit, including participation in DROP or Back-DROP and any cost-of-living adjustments to any benefit; provided that, in the case of a refund of employee contributions only, the Alternate Payee's portion shall be calculated based on actual employee contributions made during the marriage. The Alternate Payee's portion shall apply as and when the Participant is entitled to collect such benefits, and the Alternate Payee is not granted any right to elect to accelerate or modify the payment of any benefit. Where Alternate Payee is granted no benefit under paragraph 5, the provisions of paragraph 5 shall prevail.

The above formula calculating Alternate Payee's assigned portion of Participant's benefit in the Fund is algebraically expressed as follows:

Number of years of Participant's participation in the defined benefit plan maintained by the Fund earned during the existence of the community of acquets and gains between the Participant and Alternate Payee

Divided By

Total number of years of the Participant's participation in the Fund beginning with Participant's commencement of participation in the Fund and ending as of the earliest of Participant's cessation of benefit accruals, retirement, termination, disability or death.

Times 50% Times

Participant's accrued benefit as of Participant's Benefit Commencement Date as that term is defined by the statutes, rules and regulations governing the Fund

As noted above, the Alternate Payee shall also receive a share in the same proportion of any cost-of- living adjustment or other economic enhancement of Participant's benefit following the commencement of payment of benefits.

- 5. Commencement Date and Form of Benefit.** The Alternate Payee shall have the right to commence benefit payments and receive such payments as Alternate Payee is entitled to receive pursuant to this Order at such time and in such form as may be permitted by the statutes, rules and regulations governing the Fund.

Pursuant to LSA-R.S. § 11:2178(D)(3) and § 11:2178(E), Alternate Payee shall receive no benefit if Participant is killed in the line of duty.

Pursuant to LSA-R.S § 11:2178(G), if Participant dies while on leave of absence to perform qualified military service as described in Section 414(u) of the Internal Revenue Code, then the Participant will be treated as if he had resumed and then terminated employment on account of death, and Alternate Payee shall be entitled to the percentage of the benefit specified in Paragraph 4.

Pursuant to LSA-R.S. § 11:2178(J), if Participant has sufficient years of service to retire but has not yet retired at the time of Participant's death, and Participant's death is not in the line of duty, and Participant is survived by a spouse with whom Participant is living at the time of his/her death, then the "Option 2" benefit will be paid out as provided by law and Alternate Payee shall receive as a benefit Alternate Payee's percentage as determined under paragraph 4 above of the Option 2 benefit until Alternate Payee's death or the death of Participant's surviving spouse, whichever occurs first.

If Participant does not have sufficient years of service to retire and Participant's death is not in the line of duty, then Alternate Payee shall have an interest in the refund of Participant's contributions as set forth in paragraph 4 above.

Pursuant to LSA-R.S. § 11:2178(I), Participant shall have the right to elect to receive Participant's retirement allowance according to the options set forth in that section. Alternate Payee shall not be a spouse or surviving spouse for purposes of giving or withholding consent to any retirement option elected by Participant. Alternate Payee shall receive Alternate Payee's percentage as determined under paragraph 4 of all distributions made by the Fund on account of Participant's service until Alternate Payee's death, or, if sooner, until the later of the death of Participant and the spouse to whom Participant was married at the time of Participant's retirement.

Alternate Payee shall not be considered a surviving spouse of the Participant for any purpose.

6. No Increase in Payments.

No election by Participant and no action or failure to act by Alternate Payee shall have the effect of increasing the amount payable by the Fund on account of Participant's service as authorized by the laws of the State of Louisiana.

The percentage of Participant's total benefit which is set aside for Alternate Payee shall not be construed to provide for the payment to Alternate Payee of any amounts which were previously awarded or may subsequently be awarded to any previous or future spouse or alternate payee of Participant's retirement benefit.

Alternate Payee shall receive Alternate Payee's percentage as computed above by separate payment made payable to the account of Alternate Payee. Under no circumstances will the Fund pay the Alternate Payee's share by joint check to any other person.

7. Further Information. The obligation of the Fund to make payments to Alternate Payee or Participant is conditioned on the furnishing of such information to the Fund by Alternate Payee and Participant as the Fund may reasonably require, including but not limited to such information as may be required to complete tax reporting forms.

8. Tax Treatment of Distributions. All distributions made pursuant to this order shall be reported as income taxable to the recipients thereof for federal income tax purposes.

9. Continuing Jurisdiction. This court shall retain jurisdiction over this Order to the extent required to entertain modifications thereto in order to maintain its tax qualified status and to enforce the provisions hereof.

_____, Louisiana, this ___ day of _____, ____.

J U D G E