

TRI-VALLEY LOCAL SCHOOL DISTRICT 403(B) PLAN

PLAN DESCRIPTION

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INTRODUCTION

Your Employer, Tri-Valley Local School District (the Employer), has established this 403(b) retirement plan, Tri-Valley Local School District 403(b) Plan (the Plan) to assist you and other Employees in saving for retirement. The Plan is governed by the Plan document, which is a complex legal contract that contains all of the provisions required by the Internal Revenue Service (IRS) that the Employer must follow when administering the Plan. This document follows specific federal laws and regulations that apply to retirement plans. The Plan document may change when new laws or regulations take effect. The Employer also has the right to modify certain Plan features from time to time. When these changes occur, you will be notified about any changes that affect your rights under the Plan.

This document is a Plan Description (PD). It summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about specific plan features or have questions about any of the information in the PD, you should contact your Employer via the methods outlined in this PD. You can also request a copy of the Plan document from your Employer.

You will notice that certain terms in the PD are capitalized. These are important terms to understand and they are defined in more detail in the DEFINITIONS section of the PD. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The Plan was originally effective 01/01/2009. This PD describes the Plan as restated effective 01/01/2010. This PD supersedes all previous PDs.

ELIGIBILITY FOR PARTICIPATION

The Plan document has been amended and/or restated into a new Plan document. If you were eligible to participate in the prior Plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

Am I eligible to make Elective Deferrals?

You will be eligible to make Elective Deferrals immediately upon your hire date.

CONTRIBUTIONS - EMPLOYEE

Does the Plan allow me to make Elective Deferrals?

Yes. Provided you have met the eligibility requirements and passed the entry date as specified in the section titled "Eligibility for Participation" you may contribute Elective Deferrals to the Plan.

Do I pay taxes on any Elective Deferrals I make?

No. All Elective Deferrals you make will be taken out of your pay before taxes are withheld. Generally, you will pay taxes on this amount when you take it out of the Plan.

How do I make or change the amount of the Elective Deferrals being withheld?

You may make or change your deferral election by returning a deferral election form to the Plan Administrator.

Once I make a deferral election, how often can I change, stop, or re-start the election?

You may change or re-start your deferral election as of each pay period. You may stop your deferrals at any time.

What are the limits on Elective Deferrals?

Your Elective Deferrals are subject to the following limits:

- Federal law limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferrals (including both other 403(b) and 401(k) plans). You are limited to contributing \$19,000 (for 2019) during any calendar year.
- If you are age 50 or over, you may defer an additional amount, called a "catch-up contribution", of up to \$6,000 (for 2019).
- The maximum amount you can defer is 100% of your compensation.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The Plan Administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

CONTRIBUTIONS - EMPLOYER

Can the Employer make Qualified Non-Elective or Matching Contributions?

No. The Employer does not make qualified non-elective or matching contributions.

Can I move money I have in another retirement plan to this Plan?

Yes. If you are an active Participant in the Plan you can rollover the money you have in other plans into the Plan. While the Plan Administrator may establish procedures that relate to the requirements for Rollover Contributions, in general rollovers will be accepted from any plan that is eligible to be rolled into the Plan. While there are exceptions this generally includes rollovers from a qualified retirement plan (i.e., 401(k), defined benefit), another 403(b) plan, a governmental 457(b) plan and pre-tax assets held in a traditional IRA.

Will I receive contributions when I am not working at the Employer due to my performing qualified military service?

If you are re-employed by the Employer after performing qualified military service you may be able to make up missed employee contributions. You can receive more information about your rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) from the Plan Administrator.

What happens if I die or become disabled while performing qualified military service?

If you die or become disabled while performing qualified military service the Employer will treat you as if you returned to work on the day before you died and then terminated on the date of death or disability when determining any of your benefits under the plan except for contributions.

VESTING

Do I need to work a certain amount of time to keep my Elective Deferrals?

No. You will always be immediately 100% vested in your Elective Deferrals.

DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE

Can I take a distribution of my account balance after my employment terminates?

Yes. You can take a distribution of your account balance as provided in your participant agreement with your annuity provider.

What form can my distribution after termination from service be taken in?

You can take your distribution after termination from service as a cash distribution.

Your distribution can be taken as provided in your participant agreement with your annuity provider, which may include forms of distributions including a lump sum distribution, as installment payments, or as a continuous right of withdrawal.

How soon after my death does my Beneficiary have to take distributions?

Your Beneficiary must take distributions as required by the IRS.

What form can the distributions after my death be taken in?

Your beneficiaries can take distributions as a cash distribution.

Your beneficiary's distribution can be taken as provided in your participant agreement with your annuity provider, which may include forms of distributions including a lump sum distribution, as installment payments, or as a continuous right of withdrawal.

Who gets my assets in the Plan if I don't designate a beneficiary?

If you die without designating a beneficiary, your Account will be payable to your spouse, or if you do not have a spouse, to your estate.

Can the Employer ever force me to take a distribution from the Plan?

The Plan Administrator will force a distribution of your account balance when you reach your Required Beginning Date (see below for what your Required Beginning Date is).

Is there ever a time when I have to take a distribution from the Plan?

Yes. Once you reach your Required Beginning Date you must start taking distributions from the Plan. These distributions are called Required Minimum Distributions. Failure to take these payments can result in an IRS penalty tax of 50% of the amount that should have been distributed. Your Required Beginning Date is when you actually retire or age 70 1/2, whichever is later.

DISTRIBUTIONS - IN-SERVICE

Can I take a distribution of my account balance if I am still working when I reach normal retirement age?

Yes. You can take a distribution of all of your fully vested account balances when you reach normal retirement age (age 59.5) while you are still working.

Can I take a distribution of my account balance while still working at any time?

Yes. You can take a distribution of your Rollover Contribution account balances at any time.

Can I take a distribution of my account balance while still working if I become disabled (as defined in the Plan)?

Yes. You can take a distribution of your fully vested account balances if you become disabled (as defined in the Plan).

Can I take a distribution of my account balance while still working if I incur a hardship?

Yes. You can take a hardship distribution of your fully vested account balances while still working if you incur a hardship.

Under the IRS rules certain assets cannot be taken out in a hardship distribution. These include pre-1989 earnings on Elective Deferrals.

Are there requirements I must meet to take a hardship distribution?

Yes. In order to receive a hardship distribution from your accounts eligible for hardship withdrawal you must have an immediate and heavy financial need that cannot be satisfied by other available resources. This determination is made by the Plan Administrator. The following are the only financial needs considered immediate and heavy:

- expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, dependents, or Primary Beneficiary;
- the purchase (excluding mortgage payments) of a principal residence for the Participant;
- payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children, dependents, or Primary Beneficiary;
- the need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- payments for burial or funeral expenses for your deceased parent, spouse, children, dependents, or Primary Beneficiary; or
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction.

In order to have the hardship distribution satisfy an immediate and heavy financial the following also must be true.

- You have obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Employer.
- The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).
- Your Elective Deferrals, if applicable, will be suspended for 6 months after the receipt of the hardship distribution.

Are there other limits on taking hardship distributions?

Yes. Your individual agreement and vendor shall determine whether a qualifying hardship exists.

Can I move my assets in the Plan to a vendor that does not accept contributions directly from the Employer?

Yes. You can move your assets in the Plan to a vendor that does not accept contributions directly from the Employer (un-approved vendor) provided that the vendor has entered into an agreement with the Employer to share information related to the Plan and your account. See the Vendor Addendum for a list of un-approved vendors for the Plan.

Can I use my assets in the Plan to purchase service credit in another plan?

Yes. You can request to have your assets transferred to another plan to purchase service credit under that plan.

What form can my in-service distribution be taken in?

You can take your in-service distribution as a cash distribution.

Your in-service distribution can be taken in a lump sum distribution, as installment payments, as a continuous right of withdrawal and as permitted in your individual agreement.

LOANS

Am I eligible to take a loan from the Plan?

Yes. If you are an active employee you may apply for a loan from the Plan. Loans will only be made to persons who the Plan Administrator determines have the ability to repay the loan.

How many loans can I have outstanding at any one time?

The maximum number of loans you can have outstanding at any one time is 2. This number will include any previous loans you may have taken that were not paid back in full.

Is there a minimum amount that I must take out as a loan?

Yes. The minimum loan amount is \$1,000.

Is there a maximum amount that I can take out as a loan?

Yes. Your loan amount is limited to the lesser of:

- \$50,000 minus the highest outstanding balance of loans in the past 12 months, or
- 50% of your vested account balance.

How long do I have to re-pay my loan?

Your loan must be repaid within five years from the date of the loan.

How often do I have to make loan payments?

You must repay your loan in accordance with the repayment schedule established at the time the loan is taken. These payment will be at least on a per payroll basis. Full or partial prepayments are allowed. If you fail to make loan payments according to the established repayment schedule and you do not correct this failure in a timely manner (as determined by the Plan Administrator) the remaining loan balance will be "deemed distributed". This means that the remaining balance will become a taxable distribution for the year in which it was deemed. However, this does not remove your obligation to repay the loan and the remaining balance plus the interest that has accrued since the loan was deemed will be taken into account when determining the maximum of any further loan and the deemed loan will count as an outstanding loan. Special repayment rules will apply if you take out a subsequent loan when you have an unpaid deemed loan outstanding.

Do I have to make my loan payments through payroll deduction?

Yes. Your loan payments will be made through payroll deduction from each of your regular paychecks.

Can I refinance my loan?

Your ability to refinance your loan is determined by the loan document you sign with your individual provider.

What happens to my loan if I terminate from service with the Employer?

When you terminate from service, you may continue to make the scheduled loan repayments by check or other method prescribed by the Plan Administrator. Payments must be received by the Plan Administrator on a timely basis.

Are there any fees associated with taking a loan?

You may be charged fees related to granting and administration of loans from the Plan. Please contact the Plan Administrator if you would like more information regarding taking a loan from the Plan.

INVESTMENTS

Can I direct how my account balances will be invested?

Yes. You can direct how your entire account balance will be invested from among the different investments offered under the Plan. You may make or change your investment elections by returning an investment election form to the Plan Administrator.

How often can I change my investment election?

Subject to any additional restrictions placed on investment timing by the actual investment, you may change your investment elections as permitted by your individual agreement and vendor procedures.

What type of accounts can my account balance be invested in?

Your account balance can be invested in annuity contracts and custodial accounts.

How will my account balances be invested if I do not make an investment election?

If you do not make an investment election your account balances will be placed in investments selected by your individual provider.

How often does the Plan Administrator determine how much my benefit in the Plan is worth?

The Plan Administrator will determine the value of each Participant's benefit under the Plan on the last day of the Plan Year. The Plan Administrator may also choose other dates to determine the value of each Participant's benefit under the Plan.

MISCELLANEOUS

Domestic Relations Orders

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

Insurance

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Plan is Not a Contract of Employment

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Employer and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Employer's service or to interfere with the Employer's right to discharge any employee at any time.

Waiver

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

Errors

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

ADMINISTRATIVE INFORMATION

Plan Sponsor

The Plan Sponsor is Tri-Valley Local School District.

- Employer Identification Number: 31-0721486
- Address: 36 East Muskingum Avenue, Dresden, Ohio 43821
- Phone number: 740-754-1442
- Fax number: 740-754-6400

Plan Administrator

The Plan Administrator is Tri-Valley Local School District.

- Address: 36 East Muskingum Avenue, Dresden, Ohio 43821
- Phone number: 740-754-1442
- Fax number: 740-754-6400
- Email: rdsmith@tvschools.org

Plan Assets

Assets of the Plan are held in annuity contracts and custodial accounts.

Agent for Legal Service

The agent for legal service for the Plan is the president of the board of Tri-Valley Local School District.

- Address: 36 East Muskingum Avenue, Dresden, Ohio 43821
- Phone number: 740-754-1442
- Fax number: 740-754-6400

Plan Number

The Plan is a 403(b) plan. The Plan number is 001.

Plan and Fiscal Year

The Employer's fiscal year ends on 06/30 and the Plan Year ends on 12/31.

DEFINITIONS

Account

Your Account is the sum of all of your amounts in each of your different contribution accounts.

Beneficiary

Your Beneficiary is the individual who will get your benefit under the Plan upon your death. You have the right to designate one or more primary and one or more secondary beneficiary.

Compensation

Compensation is your wages from the Employer that are shown as taxable wages on your IRS Form W-2 measured over the Plan Year. For any self-employed individual, Compensation will mean earned income.

For purposes of Elective Deferrals, Compensation will include any amount you elect to defer on a tax-preferred basis to any benefit plan of the Employer.

For purposes of Elective Deferrals, Compensation will include payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Employer.

Disability

You will be considered Disabled when you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment must be supported by medical evidence.

Elective Deferrals

Elective Deferrals are the amount of your Compensation that you chose to deposit into the Plan under a salary reduction agreement you complete with the Employer.

Normal Retirement Age

Normal Retirement Age (NRA) is age 59.5.

Plan Year

The Plan Year is the 12 month period ending on 12/31.

Rollover Contributions

Rollover contributions are the assets that you moved (rolled over) from another retirement plan to the Plan.

Termination from Employment

You will be considered to have a Termination from Employment from the Employer when you are no longer employed by the Employer or on the day when the Employer is no longer eligible to sponsor the Plan.

Transfer Contributions

Transfer Contributions are contributions that were transferred over to the Plan from another eligible retirement plan. This is typically done at the Employer's discretion as part of a merger or related transaction.

VENDOR APPENDIX

Approved Vendors

An approved vendor is an organization who accepts ongoing Plan contributions directly from the Employer. Subject to procedures established by the Plan Administrator you may be able to move your Plan assets between the approved vendors listed below:

- Aspire Financial Services