Williams College
Retirement Income Plan
Summary Plan Description

May 2020

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Introduction

The Williams College Retirement Income Plan (the "Plan") is a "defined contribution" retirement plan. A percentage of the participant's salary (the defined contribution) is put in an account designated for retirement income purposes. These contributions earn investment returns (see "Investment Options" immediately below). The total amount of accumulated contributions and earnings during the course of the participant's career largely determines the size of the participant's pension income. This summary is effective beginning May 1, 2020 for participants employed on or after that date. All other participants should consult prior versions of this document.

Investment options

Available investment options are those offered by the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF). Each participant decides how contributions made on his or her behalf are distributed among these investment options. The participant may change the allocation of participant and College contributions and their earnings at any time, subject to certain restrictions, by calling TIAA-CREF or online at www.tiaa.org/public/tcm/williams. Details about each option are included in the TIAA-CREF enrollment packet as well as various TIAA-CREF brochures that are available in the Human Resources Office.

Enrollment

To participate in the Plan an Eligible Employee must contact Human Resources or review the How to Enroll Online instructions (enroll online at www.tiaa.org/public/tcm/williams and complete salary reduction form(s) found at hr.williams.edu/forms).

Eligibility and Credited Service

All employees, other than students of the college who are enrolled and regularly attending classes at the College, are eligible to participate in the Plan.

Eligible Employees are eligible to make pre-tax contributions as of the date of employment with the College. Until the employee satisfies the 1,000 hours of service requirement described below, any participant pre-tax contributions will not be matched.

For purposes of receiving College Core Contributions and College Matching Contributions, participation begins immediately following the one-year anniversary of an employee's date of employment if he or she worked at least 1,000 hours during that period. (Faculty who teach at least $^{1}/_{2}$ time are deemed to satisfy the 1,000-hour requirement.) Participation begins immediately upon hire following verified prior service at another educational institution. (This is defined as employment in a non-student capacity at any accredited college or university, so long as such employment was within the three-year period immediately preceding employment at the College.) Prior service must be verified by submitting the Service Credit Form to the Human Resources Office.

Otherwise, participation begins on the January 1 following any calendar year in which an employee satisfies the 1,000 hours requirement.

A Participant who terminates employment and is subsequently rehired by the College will be immediately eligible to participate in the Plan.

College and Participant Contributions

Contributions to the Plan consist of College core contributions, optional participant contributions that the College matches, and optional participant contributions that the College does not match. Contributions are a percentage of base earnings. Base earnings do not include summer pay for faculty, overtime or on-call pay, benefits, bonuses, or other remuneration that is in addition to and not covered by regular salary or wages. Contributions may be initiated or changed by completing a Salary Reduction Agreement available on the Human Resources Forms page.

Both College and participant contributions and related earnings are tax-deferred. This means that contributions are not considered taxable income for federal and state purposes when made to the Plan, but that retirement income from the Plan is taxed when received.

Core contributions

The College contributes 6% of each Participant's base earnings up to the breakpoint and 9% of base earnings above the breakpoint, regardless of whether the participant contributes to the plan. The breakpoint is $68,842 effective July 1, 2019, and changes each July 1 based on the amount that College salaries increase.

Example 1. Bi-Weekly-Paid Participant with Base Earnings Not Exceeding Breakpoint. In July 2019, the bi-weekly breakpoint is $2,647.77 ($68,842 divided by 26) for participants who are paid bi-weekly. A participant whose bi-weekly base earnings during July 2019 are $2,647.77 or less will receive College core contributions of 6% of $2,647.77, or $158.87 on a biweekly basis.

Example 2. Bi-Weekly-Paid Participant with Base Earnings Exceeding Breakpoint.

A participant whose bi-weekly base earnings are more than $2,647.77 during July 2019 will receive College core contributions equal to 6% of the first $2,647.77 of bi-weekly base earnings plus 9% of bi-weekly base earnings in excess of $2,647.77. For example, a participant whose bi-weekly base earnings are $3,000 during July 2019, will received core contributions of $190.57 on a bi-weekly basis (6% of $2,647.77 + 9% of $352.23).

Optional Participant Matched Contributions and Matching College Contributions

Participants may make **optional matched** contributions to the Plan of 1%, 2% or 3% of their base earnings. The College makes matching contributions equal to each Participant's **optional matched** contributions. A participant who elects to make maximum optional contributions of 3% will have total Plan contributions of 12% of base earnings up to the breakpoint and 15% of base earnings above the breakpoint. These contributions consist of College contributions of 9% on base earnings up to the breakpoint (6% core contributions plus 3% matching contributions) and College contributions of 12% on base earnings above the breakpoint (9% core contributions and 3% matching contributions), plus the Participant's 3% optional matched contributions.

Optional Participant Unmatched Contributions and Matching College Contributions

A Participant who makes the maximum 3% **matched contribution** to the Plan may also make **optional unmatched** contributions to the Plan. The combined limit on voluntary employee pre-tax salary reduction contributions, i.e., a combination of matched and unmatched contributions, is $19,500 for 2020 (adjusted each year by the Secretary of Treasury). In addition, an employee who has reached age 50 by the end of a calendar year can make an additional contribution to the plan for that year. The amount of this additional contribution is $6,500 in 2020.

A Participant who has not yet satisfied the one-year waiting period for College contributions is nevertheless permitted to make **unmatched contributions**.

Rollovers

Eligible Employees may roll over certain contributions from another eligible retirement plan into a Rollover Account under the Plan. An "eligible retirement plan" includes a qualified retirement plan or annuity, a Code Section 403(b) annuity contract, an individual retirement account or annuity ("IRA"), or an eligible governmental 457(b) plan. A Rollover Account can be distributed at any time.

No current taxes are payable on such a rollover. However, rollovers must be made within a time limit provided by law (generally on or before the 60th day following the receipt of the distribution from the other plan.)

Retirement Annuities and Supplemental Retirement Annuities

A Participant's **optional unmatched** contributions must be allocated by the Participant to either a Retirement Annuity or Supplemental Retirement Annuity. A Retirement Annuity receives a higher interest rate under the TIAA Traditional Annuity. However, amounts allocated to a Supplemental Retirement Annuity can be immediately transferred from TIAA Traditional to CREF (or TIAA Real Estate) instead of over the 10-year period required by the Retirement Annuities. Also, amounts allocated to a Supplemental Retirement Annuity can be withdrawn from the Plan by the Participant for any reason after he or she attains age 59-½ (see below).

Leaves of Absence

During a paid leave of absence, both College and participant contributions continue to be made to the Plan based on salary paid during the leave. During an unpaid leave, no contributions are made. Contact the Human Resources Office for an explanation of retirement contributions for someone receiving benefits under the College's Long Term Disability Plan.

Vesting

All contributions are fully 100% vested at all times.

Withdrawals Prior to Separation from Service

In general, a Participant is not eligible to receive distributions from the Plan while actively employed by the College, unless permitted to do so under the terms of a partial or phased early retirement agreement or plan. Employees may, however, access funds prior to these terms in certain specific circumstances as outlined below.

Loans

A Participant may borrow against his or her Participant contributions, subject to certain restrictions, including minimum amounts. The minimum loan amount is $1,000. The maximum loan that can be outstanding at the time a loan is made shall be the lesser of 45% or $50,000 of the Participant's total accumulation in his or her Participant Contribution Account (including earnings). Loans must be repaid in five years, or ten years if used to purchase a primary residence. A Participant may not have more than three (3) loans outstanding at any time. Participants cannot borrow against any College contributions.

Rollover Contribution Withdrawals

A Participant may withdraw his or her Rollover Contributions at any time in a lump sum, subject to any restrictions set forth in the investment funds in which such amounts are invested. Rollover Contributions withdrawal will be subject to a 10% early distribution penalty if the Participant is under age 59½.

In-Service Withdrawals at Age 59-½

A Participant who has reached age 59½ or older may request a withdrawal of his or her optional participant contributions (and any earnings) made to a Retirement Annuity, regardless of whether the Participant remains employed by the College. Any such withdrawals will be subject to the terms of the investment option to which the Participant has allocated his or her contributions.

A faculty member who participates in the College's phased retirement program and who is age 59½ or older may withdraw amounts allocated to the Participant's Retirement Annuity, regardless of whether the Participant remains employed by the College.

A Participant who has reached age 59½ or older may withdraw amounts allocated to the Participant's Supplemental Retirement Annuity and/or Group Supplemental Annuity regardless of whether the Participant remains employed by the College.

Hardship Withdrawals

A Participant may elect to receive, while still working the portion of his or her own contributions (exclusive of investment earnings) the amount necessary to satisfy an immediate and heavy financial "hardship." This means expenses arising from one of the following:

- Costs directly related to the purchase of the Participant's principal residence (excluding mortgage payments).
- Payments to prevent the eviction from or foreclosure on the mortgage upon the Participant's principal residence.
- Tuition payments, related educational fees, and room and board expenses, for the next 12-months for college or postgraduate education for the Participant or his or her spouse, children, dependents or primary beneficiary.
- Medical expenses incurred by the Participant or his or her spouse, children, dependents or primary beneficiary and not covered by insurance.
- Funeral or burial expenses for a family member or primary beneficiary,
- Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction,

The Participant must also represent to the College in writing that he or she has insufficient cash or other liquid assets reasonably available to satisfy the need. In general, a 10% penalty tax, in addition to ordinary income tax, will be assessed on the amount withdrawn if the participant has not reached 59 $^1/_2$.

Distributions after Separation from Service and Spousal Rights

Distribution Options

A Participant is entitled to a distribution of the amounts credited to his or her Accounts when the Participant retires, dies, becomes disabled or otherwise terminates employment with the College.

Retirement income options are those offered by TIAA-CREF and are described in TIAA-CREF booklets available in the Human Resources Office or online at www.tiaa.org/public/tcm/williams. If a Participant, however, is married at the time distributions begin, the presumptive form of distribution provides for an annuity for his or her life followed by a survivor benefit to the surviving spouse. In order to receive benefits in some other form that does not provide for this kind of spousal protection, a Participant needs to provide the signed and notarized consent of his or her spouse.

If the total amount credited to a Participant's Plan Accounts does not exceed $1,000, the total amount will be distributed to the Participant as soon as practicable after the Participant's termination of employment or retirement unless the Participant elects to make a rollover. A Participant's written consent will be required for any distribution if the Participant's Accounts value is $1,000 or more.

Once a Participant terminates employment, benefits must begin to be paid by April 1 of the calendar year following the calendar year in which he or she reaches age 70½, except for pre-1987 contributions and related earnings, distribution of which can begin as late as age 75.

Optional Form of Benefit -- Lump Sum

Assuming a Participant receives spousal consent (to the extent applicable), distribution in a lump sum is generally permitted. The availability of lump sum payments is subject to TIAA-CREF's restriction that lump sum distributions of TIAA Traditional Annuity accumulations (not CREF accumulations) can only be made in substantially equal annual payments over a period of ten years. Any such amounts withdrawn before age 59½ may be subject to a 10% tax penalty.

Death Benefits Prior to Distribution

If a Participant dies prior to commencing distribution under the Plan, federal law requires that the beneficiary for at least 50 percent of the Participant's account be his or her surviving spouse, unless the Participant elects otherwise with the spouse's written consent. If a Participant elects to designate a non-spouse beneficiary prior to age 35, he or she needs to reaffirm that designation upon reaching age 35. The portion of a Participant's account that is not paid to his or her spouse will be paid to any other beneficiary designated by the Participant or to the Participant's estate if no other beneficiary is designated.

Rollover Distributions

A Participant who is entitled to receive a distribution which is an "eligible rollover distribution" may roll over all or a portion of such distribution, either directly or within 60 days after receipt, into an eligible retirement plan (generally, a Code Section 403(b) plan, 401(a) plan or a 457(b) plan sponsored by a State or political subdivision of a State or IRA). An eligible rollover distribution, in general, is any distribution other than an annuity payment, a required minimum distribution, a payment which is part of a fixed period payment over ten or more years or a hardship distribution. Under current law, an eligible rollover distribution that is not directly rolled over will be subject to automatic 20% federal income tax withholding.

Interpretation of the Plan

The Plan Administrator has the power and discretionary authority to construe the terms of the Plan and to determine all questions that arise under it. Such power and authority includes, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited services, disability, and retirement, or to interpret any other term contained in Plan documents. The Plan Administrator's interpretations and determinations are binding on all Participants, Employees, former Employees, and their Beneficiaries.

Non-Assignment

Generally, a Participant's rights and benefits under the Plan cannot be assigned, sold, transferred or pledged by the Participant or reached by the Participant's creditors or other parties, except under a qualified domestic relations order or otherwise as required by law.

A qualified domestic relations order ("QDRO") is a decree or order issued by a court that requires a portion of the Participant's interest under the Plan to be used to settle marital property rights or to pay child support or alimony payments to the Participant's spouse, former spouse, child or other dependent. The Participant may obtain, without charge, a copy of the QDRO procedures from the Plan Administrator.

ERISA §404(c)

The Plan is intended to qualify as a participant-directed plan under Section 404(c) of ERISA. This means that the Participant is responsible for his or her investment decisions under the Plan. The Plan fiduciaries are not responsible for any losses incurred as a result of the Participant's investment decisions.

Claims Procedure

If you or your Beneficiary does not receive all of the benefits under the Plan that you believe that you are entitled to, you or your authorized representative may file a written claim for benefits under the Plan with the Plan Administrator. The Plan Administrator will provide you with written or electronic notice of the disposition of your claim within 90 days after it has been filed (or within 180 days if special circumstances require an extension of time to process the claim and written or electronic notice of such extension and circumstances is given to you within the initial 90-day period). In the event of an adverse benefit determination, the reasons shall be disclosed and/or the provisions of the Plan shall be cited as appropriate. You will also be provided with a description of any additional material or information that is necessary for the claimant to perfect the claim, together with an explanation of why such material or information is necessary, and an explanation of the Plan's review procedures and time limits applicable to the procedure, including your right to bring a civil action under Section 502(a) of ERISA.

You or your beneficiary may appeal the denial of your claim within 60 days after the date on which you receive an adverse benefit determination. To obtain this review, you must file a request in writing within 60 days after you receive the initial notice from the Plan Administrator that your claim has been denied. Your request must be dated and must specify the part or parts of the denial of the claim that you want reviewed. It must also include the reasons that you believe the denial was wrong and the claim should be accepted. In connection with the appeal, you may review pertinent documents and may submit comments in writing. The Plan Administrator will make a decision on the claim, and it will be communicated to you, in writing or electronically, within 60 days after receipt (or within 120 days, provided that the Plan Administrator notifies you in writing or electronically of such extension, the special circumstances requiring the extension, and the date by which the Plan Administrator expects to render its determination).

In the case of an adverse benefit determination, the notice will (1) include specific reasons for the adverse benefit determination; (2) be written in a manner that the Participant can understand; (3) contain a specific reference to the pertinent provisions of the Plan; (4) contain a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits; and (5) contain a statement of your right to bring a civil action under Section 502(c) of ERISA.

ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of his or her summary annual report.

- Obtain a statement from the Retirement Plan telling you whether you have a right to receive a pension at normal retirement age (age 65), and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Action by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties on the people responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and the other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension or welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of the plan documents or latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to send the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or a federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court.

If it should happen that the Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds that your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Plan Administration

Plan Representative and Agent for Service of Legal Process

Williams College is the Plan sponsor for the College Retirement Income Plan and The Vice President for Finance & Administration and Treasurer at Williams College is the Plan representative for Williams College.

Service of legal process may be made upon the Plan representative.

A major responsibility of the Plan representative is to make sure that Plan provisions are applied properly and equitably. If a participant feels that he or she has been treated unfairly or denied benefits improperly, the participant is encouraged to seek a review by the representative by filing a written claim with the Human Resources Office. Any determination by the representative concerning the College Retirement Income Plan shall be final and conclusive on all persons, in the absence of clear and convincing evidence that the representative acted arbitrarily or capriciously. Decisions by the representative are subject to review by the President to ensure that the representative did not act arbitrarily and capriciously.

Plan Records and Plan Year

Plan records are kept on file in the Human Resources Office and are kept on a calendar year basis.

Plan Identification Numbers

Employer Identification Number: 04-2104847
Plan Number: 001

Plan Documents

This summary plan description describes only major features of the College Retirement Income Plan. In the event of any inconsistency between this summary plan description and other plan documents (including individual annuity contracts or certificates, and TIAA-CREF booklets) those other Plan documents will govern.

Amendment and Termination of Program

While it is expected that College Retirement Income Plan will continue indefinitely, the College reserves the right to modify or discontinue the Plan at any time. Any amendment or termination of the Plan will not adversely affect any benefit provided by the Plan that is owed prior to such amendment or termination. The College will exercise good faith, apply standards of uniform application, and refrain from arbitrary action.

Because the College Retirement Income Plan is a defined contribution plan, it is not insured by the Pension Benefit Guaranty Corporation, the government agency that insures some types of pension benefits.