

- B) One-half (50%) of the tuition charged by the institution in which the eligible child is enrolled.

The Tuition Grant shall be based upon the tuition charges for each semester (or quarter) attended of the applicable academic year. Should tuition charges vary for any reason

If an Eligible Child withdraws before or during a quarter or semester with respect to which a Tuition Grant has been paid, that quarter or semester shall count for purposes of the foregoing limitations unless such Tuition Grant is refunded in full to the College.

7. Limitations Per Employee

The initial Tuition Grant is limited to the equivalent of eight full-time academic years (i.e., sixteen semesters or the equivalent) for each Eligible Employee who has satisfied

The administration of the Plan shall be under the supervision of the Administrator. The Administrator means the Director, Human Resources and any successor Administrator appointed by the President of the College.

It shall be the principal duty of the Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Administrator will have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's powers will include, but will not be limited to the following authority, in addition to all other powers provided by this Plan:

- A) To make and enforce such rules and regulations as she or he deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
- B) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- C) To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and
- D) To allocate and delegate her or his responsibilities under the Plan and to designate other persons to carry out any of her or his responsibilities under the Plan, any such allocation, delegation or designation to be by written instrument and in accordance with applicable requirements of law.

Any determination by the Administrator shall be final and conclusive on all persons, in the absence of clear and convincing evidence that the Administrator acted arbitrarily and capriciously.

10. Miscellaneous Provisions

Participants shall provide the College with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of the administration of the Plan.

Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any employee or other person any legal or equitable right against the College, except as provided herein.

Nothing contained in the Plan nor any action taken hereunder shall be constructed as a contract of employment or as giving any Employee any right to be retained in the employ of the College.

The Plan is maintained for the exclusive benefit of Eligible Employees and their Eligible Children.

The benefits provided hereunder will be paid solely from the general assets of the College. Nothing herein will be construed to require the College to maintain any fund or segregate any amount for the benefit of any Eligible Employee, and no employee or other person shall have any claim against, right to, or security or other interest in, any fund, accoun