

**COLLEGE OF THE HOLY CROSS
QUALIFIED TUITION REDUCTION PLAN
RESTATED, JANUARY 1, 2024**

2.8. "Other Institution" means an accredited undergraduate institution of higher

[Redacted text]

[Redacted text]

ARTICLE 3. Eligible Maximum Benefit and Reduced Benefit.

3.1. Maximum Benefit.

(a) **Definition of Maximum Benefit.** The Maximum Benefit is full tuition for up to eight (8) undergraduate semesters at the College (regardless of whether one or both of the Eligible Dependent's parents are Eligible

Employees) for an Eligible Dependent who has been duly accepted for admission by the College and is matriculated at the College as a full-time undergraduate.

(b) **Eligibility Requirements for Maximum Benefit.** For an Eligible Dependent to be eligible for the Maximum Benefit, their Employee-parent must be a:

- (i) full-time staff employee of the College, or
- (ii) full-time faculty member of the College, or
- (iii) administrator with faculty status under the College's rules,

who has at least seven (7) years of Service before any semester for which the Maximum Benefit is sought.

3.2. Reduced Benefit.

(a) **Definition of Reduced Benefit.** The Reduced Benefit is tuition at an Other Institution for up to eight (8) full-time undergraduate semesters and is limited to the lesser of (i) 60% of the applicable semester's tuition at the College or (ii) the applicable semester's tuition at the Other Institution.

must be a full-time:

- (i) faculty member, or
- (ii) administrator with faculty status under the College's rules, or

(iii) Employee occupying a position with a title listed on Exhibit A, which may be updated from time to time by the Administrator without a formal amendment to the Plan,

who has at least seven (7) years of Service before any semester for which the Reduced Benefit is sought.

3.3. Full-time Designation. With respect to Sections 2.12, 3.1(h), and 3.2(h) above,

the phrase "full time" shall be interpreted by reference to whether the College has designated

through December 31, 2020.

3.4. Cessation of Eligibility. An Eligible Dependent's eligibility under the Plan shall cease immediately upon the termination of their parent's employment with the College for any reason other than death or retirement. Upon such cessation of eligibility, no Maximum Benefit or Reduced Benefit shall be payable under the Plan.

3.6. Authority of the College to Modify or Reduce Benefits.

Nothing contained in the Plan shall be construed as requiring the College to provide benefits under the Plan to any individual who is not an Eligible Employee or Eligible Dependent as defined in the Code.

the Code.

3.7. Payment of Benefits from College's General Assets - No Assignment of Benefits.

Any benefits payable under the Plan shall be payable solely from the College's general assets. Nothing contained in the Plan shall be construed as requiring the College to set aside any assets for the payment of benefits under the Plan or as giving any Eligible Employee or Eligible Dependent any legal or equitable interest in any assets of the College. Benefits available under the Plan are not assignable and shall not be subject to any form of alienation.

3.8. No Retroactive Benefits - All Eligibility Requirements Must Be Satisfied Before Applicable Semester.

No retroactive benefits of any nature are payable under the Plan. All applicable

any benefit is sought under the Plan.

ARTICLE 4. Administration of Plan.

4.1. Plan Administrator. The administration of the Plan shall be under the supervision of the Administrator. The Administrator shall have discretionary authority to control and manage the operation and administration of the Plan. The Administrator will _____

discretionary power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's discretionary powers will include, but will not be limited to, the following discretionary authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as it deems necessary

[REDACTED]

requirements of law; and

- (c) To the fullest extent permitted by law, the Administrator shall have the

discretion to determine all matters relating to eligibility, coverage, or benefits under the

[REDACTED]

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of a privileged or confidential nature.

4.3. Reliance on Tables, Etc. In administering the Plan the Plan Administrator will be entitled to the extent permitted by law to rely conclusively on all tables, valuations,

certificates, opinions, and reports which are furnished by, or in accordance with the instructions or recommendations of accountants, counsel, actuaries, consultants, or other experts employed or engaged by the Administrator.

to time.

4.5. Indemnification of Administrator. The College agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as the Administrator (including any Employee or former Employee who formerly served as the Administrator or as a member of such committee) against all liabilities, damages, costs, and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the College) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE 5. Amendment and Termination of Plan.

The Plan may at any time in the sole discretion of the College be amended or terminated by a written instrument signed by an officer of the College. No vested rights of any nature are provided under the Plan.

ARTICLE 6. Miscellaneous Provisions.

6.1. Information to be Furnished. Eligible Employees and Eligible Dependents shall provide the Administrator with such information and evidence, and shall sign such documents, as

may be requested by the Administrator from time to time for the purpose of administration of the Plan.

6.2. Limitation of Rights. Neither the establishment of the Plan nor any amendment thereof will be construed as giving to any Eligible Employee, Eligible Dependent, or other person any legal or equitable right against the Administrator or the College, and in no event will the terms of employment or service of any Eligible Employee be modified or in any way affected hereby.

6.3. Employment Not Guaranteed. Nothing contained in the Plan nor any action taken hereunder shall be construed as a contract of employment or as giving any Employee any right to be retained in the employ of the College.


6.4. Exclusive Benefit. The Plan is maintained for the exclusive benefit of Eligible Employees and their Eligible Dependents.

6.5. Effective Date. This restated Plan shall become effective as of January 1, 2024.

6.6. Governin Law. Except to the extent federal law applies, the Plan shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF the College has caused this Restated Plan to be signed and sealed this July 12, 2024.

COLLEGE OF THE HOLY CROSS

By: 
D othy A. Gagnon

Title: Senior Vice President for Administration and Finance, Treasurer

Exhibit A

Eligible Employees By Position

President

Senior Vice Presidents

Vice Presidents

Associate Vice Presidents