

**BOWDOIN COLLEGE
DEPENDENT CARE REIMBURSEMENT PLAN
(Revised as of January 1, 2018)**

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**BOWDOIN COLLEGE
DEPENDENT CARE REIMBURSEMENT PLAN**

Bowdoin College (the “Employer”) has established the Bowdoin College Dependent Care Reimbursement Plan (the “Plan”) to reimburse its Eligible Employees for expenses that are incurred for dependent care assistance. The Plan is intended to qualify as a dependent care assistance program within the scope of Code Section 129(d) under which amounts paid by the Employer to reimburse Participants shall be excluded from their gross income under Code Sections 125 and 129.

**ARTICLE I
Definitions and Construction**

Wherever used in this Plan, the following terms shall have the meanings set forth below unless otherwise expressly provided, and when the defined meaning is intended, the term is capitalized.

1.1 “Code” means the Internal Revenue Code of 1986, and any regulations issued thereunder, as amended from time to time.

1.2 “Contract Administrator” means the person or persons appointed by the Plan Administrator to perform any of the Plan Administrator's administrative functions, powers, and duties under the Plan.

1.3 “Dependent” means a dependent within the meaning of Code Section 152.

1.4 “Dependent Care Center” means any facility that provides care for more than six (6) individuals (other than individuals who reside at the facility) on a regular basis and receives a fee, payment or grant for providing services for any such individuals (regardless of whether such facility is operated for profit).

1.5 “Dependent Care Expenses” means amounts paid to enable a Participant to be gainfully employed for any period during which there are one or more Qualifying Individuals with respect to the Participant and shall include:

(a) expenses for ordinary and usual services necessary to the maintenance of the Participant's household and attributable in part to the care of a Qualifying Individual; and

(b) expenses for the care of a Qualifying Individual, provided that expenses incurred for care outside the Participant's household must:

(i) be for a Qualifying Individual described in subsection 1.15(a) or a Qualifying Individual described in 1.15(b) or 1.15(c) who regularly spends at least eight (8) hours each day in the Participant's household; and

(ii) if such care is provided by a Dependent Care Center, be provided by a Center that complies with all applicable laws and regulations of a state or unit of local government.

Dependent Care Expenses shall not include amounts paid or incurred to an individual with respect to whom the Participant or his or her spouse is entitled to claim a personal exemption on his or her federal income tax return or who is a child of the Participant under the age of nineteen (19) at the close of the Participant's taxable year.

1.6 “Earned Income” means (a) wages, salaries, tips and other employee compensation and (b) net earnings from self-employment, but shall not include any amounts paid or incurred by an Employer for dependent care assistance to an Employee, amounts received as a pension or annuity, unemployment compensation, or workers' compensation.

1.7 “Eligible Employee” means an Employee who is eligible to participate in the Plan as provided in Section 2.1.

1.8 “Employee” means any individual who is employed by an Employer excluding any person who is covered by a collective bargaining agreement between an Employer and a bargaining unit of employees unless coverage under this Plan is provided for under the collective bargaining agreement. The determination of an individual’s employment status for all purposes under the Plan shall be made by the Employer in accordance with its standard classifications and employment practices, which shall be nondiscriminatorily applied and communicated to its Employees and without regard to the classification or reclassification of the individual by any other party.

1.9 “Employer” means Bowdoin College.

1.10 “ERISA” means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time, and any regulations issued thereunder to the extent that ERISA and the regulations affect this Plan.

1.11 “Participant” means an Eligible Employee who participates in the Plan as provided in Section 3.1.

1.12 “Plan” means the Bowdoin College Dependent Care Reimbursement Plan, as amended and restated effective January 1, 2018.

1.13 “Plan Administrator” means the person or persons appointed in accordance with Section 5.1.

1.14 “Plan Year” means the twelve (12) consecutive month period beginning January 1, and ending December 31.

1.15 “Qualifying Individual” means –

(a) a Dependent of a Participant, who is under the age of thirteen (13) and with respect to whom the Participant is entitled to claim a personal exemption on his or her federal income tax return under Section 151(c) of the Code;

(b) a Dependent of the Participant who is physically or mentally incapable of caring for himself or herself; or

(c) the legal spouse of the Participant if he or she is physically or mentally incapable of caring for himself or herself.

1.16 “Student” means an individual who during each of five (5) calendar months during the taxable year is a full-time student at an educational organization, the primary function of which is the presentation of formal instruction and which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance at the place where its educational activities are regularly carried on.

1.17 “Unearned Compensation” means the base salary, wages, and other payments that a Participant expects to earn in the performance of services for the Employer during the Plan Year but which he or she has not yet earned, determined prior to any amounts being withheld under the Bowdoin College Flexible Benefits Plan or to purchase a tax-sheltered annuity or custodial account under Section 403(b) of the Code, excluding overtime pay, bonuses, and other irregular payments.

ARTICLE II Eligibility and Participation

2.1 **Eligibility Requirement.** An Employee is eligible to participate in the Plan as of the date(s) he or she is eligible to participate in the Bowdoin College Flexible Benefits Plan.

2.2 **Participation Requirement.** An Eligible Employee shall participate in the Plan by making the election described in Section 3.1.

2.3 **Cessation of Participation.** A Participant’s participation in the Plan shall cease as of the earlier of:

(a) the date he or she ceases to be an Eligible Employee;

(b) the date he or she ceases to make any required contributions to the Plan;

(c) the date the Plan terminates; or

(d) the last day of the Plan Year in which the Employee fails to make a timely Benefit Election for the succeeding Plan Year.

In the event that a Participant's participation in the Plan ceases, he or she shall not be entitled to make any additional contributions to the Plan, but he or she shall continue to be entitled to reimbursement for Dependent Care Expenses in accordance with Section 4.1 during the remainder of the Plan Year in which such termination occurs, up to the maximum amount in his or her account in accordance with Section 4.2. All claims for reimbursement of Dependent Care Expenses must be submitted to the Contract Administrator within ninety (90) days after the close of the Plan Year in which the Dependent Care Expenses were incurred.

2.4 Reinstatement of Former Participant. If a former Participant ceased participation in the Plan either because he or she ceased employment as an Eligible Employee or because he or she failed to pay required contributions, and returns to employment as an Eligible Employee during the same Plan Year in which he or she previously ceased to be a Participant, then the former Participant shall not be eligible to recommence participation and file a new benefit election until the Plan Year subsequent to the Plan Year in which he or she ceased to be a Participant, and then only if he or she is otherwise eligible to become a Participant and file a benefit election at such time (in which case, such former Participant shall be treated as if he or she was filing an initial election). Notwithstanding the foregoing, a Participant may recommence participation during the Plan Year in which he or she ceased to be a Participant where and to the extent that a status change described in Section 3.2 is permitted.

ARTICLE III Benefit Elections

3.1 Time and Method. An Eligible Employee may participate in the Plan by directing the Employer to use his or her Unearned Compensation to provide reimbursement for Dependent Care Expenses up to a maximum of Five Thousand Dollars (\$5,000.00) (or Two Thousand Five Hundred Dollars (\$2,500.00) in the case of a married individual who files a separate federal income tax return) for any Plan Year. For purposes of the preceding sentence, marital status shall be determined in accordance with Section 4.2(b). Benefit elections shall be made on such forms and in such manner as the Plan Administrator shall prescribe, in accordance with the procedures in the Bowdoin College Flexible Benefits Plan, and shall be effective as of the date(s) set forth therein. In the event that an Eligible Employee fails to make a timely, proper benefit election in accordance with the Flexible Benefits Plan (including a deemed election pursuant to default coverages under the Flexible Benefits Plan), he or she shall not participate in the Plan.

3.2 Revocation of Elections on Account of Status Changes. A Participant shall be permitted to revoke his or her benefit election during a Plan Year and to make a new election ("benefit election change") only upon the occurrence of an event ("Status Change") described in this Section and in accordance with this Section.

As used in this Section, "Family Member Plan" means a cafeteria plan or qualified benefits plan (within the meaning of Treasury Regulation Section 1.125-4(i)(8)) of the employer of the Participant's spouse or Dependent.

(a) Status Changes. A Participant may make a benefit election change during a Plan Year upon the occurrence of one of the following events, provided the benefit election change is consistent with the Status Change:

(i) an event that changes the Participant's legal marital status, including marriage, death of a spouse, legal separation or annulment;

(ii) an event that changes the number of the Participant's Dependents including birth, adoption, placement for adoption, or death of a Dependent;

(iii) one of the following events that changes the employment status of the Participant or his or her spouse or Dependent: a termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, and a change in worksite or that results in the Participant or his or her spouse or Dependent becoming or ceasing to be eligible for coverage under this Plan or a Family Member Plan of the affected individual's employer due to eligibility requirements based on employment status;

(iv) there is a change in the place of residence of the Participant or his or her spouse or Dependent;

(v) an event that causes an individual to satisfy or cease to satisfy the requirements for coverage as a Dependent under the Plan; or

(vi) any other event that the Plan Administrator determines will permit a change of an election during a Plan Year, consistent with regulations and rulings issued by the Internal Revenue Service pursuant to Code Section 125.

Any change must be made within 30 days after the date of the status change described above.

A benefit election change is consistent with a status change if it is made on account of and corresponds with the Status Change that affects eligibility for coverage under the Plan.

(b) Significant Cost Changes. A Participant may make a benefit election change with respect to this Plan during a Plan Year as a result of changes in cost as provided below:

(i) If a Participant's cost for Dependent Care Expenses significantly increases or significantly decreases during a Plan Year, then the Participant may make a corresponding benefit election change.

(ii) For purposes of this subsection (b), a cost increase or decrease refers to an increase or decrease in the amount that the Participant is required to pay a dependent care provider.

(iii) A cost change is allowable under this subsection (b) only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8), incorporating the rules of Code Section 152(b)(1) and (2).

(c) Significant Coverage Changes. A Participant may make a benefit election change with respect to this Plan during a Plan Year as a result of changes in coverage as provided below:

(i) A Participant may make a prospective benefit election change that is on account of and corresponds with a change in the dependent care provider.

(ii) A Participant may make a benefit election change that is on account of and corresponds with a change made under another employer plan (including a plan of the same employer or of another employer) if (A) the other cafeteria plan or qualified benefits plan permits participants to make an election change that would be permitted under Section 3.2(a) through (c) (disregarding this Section 3.2(c)(ii)), or (B) the Plan Year under this Plan is different from the period of coverage under the other cafeteria plan or qualified benefit plan.

3.3 Adjustments and Restrictions. The Plan Administrator may adjust or restrict a benefit election if the Plan Administrator determines that such adjustment or restriction is necessary to satisfy (a) the nondiscrimination requirements of Sections 129(d) and 125 of the Code, (b) any other nondiscrimination requirement of the Code applicable to the Plan, or (c) any other requirement of the Code, any ruling or regulation thereunder, or any other law affecting the nontaxable status of benefits provided as a result of participation in the Plan. Such adjustments or restrictions shall be made on a uniform and nondiscriminatory basis.

ARTICLE IV

Benefits

4.1 Reimbursement. Each Participant shall be entitled to reimbursement for Dependent Care Expenses incurred during any period that a benefit election is in effect under Section 3.1 with respect to the Participant. An expense is incurred when the services or care that gives rise to the expense is provided and not when the Participant is formally billed or pays for such services or care, if occurring at a different time. Reimbursement will not be provided for any expenses incurred prior to the benefit election effective date. Participants shall be reimbursed for Dependent Care Expenses as soon as practicable after filing a claim in accordance with Section 6.1.

4.2 Maximum Amount.

(a) The maximum amount of reimbursement to which a Participant shall be entitled in any Plan Year shall not exceed the amount contributed to his or her dependent care reimbursement account during such Plan Year in accordance with Section 4.3. The

maximum amount of reimbursement to which a Participant shall be entitled to exclude from gross income in any Plan Year shall not exceed the lesser of:

(i) the amount contributed to his or her dependent care reimbursement account during such Plan Year in accordance with Section 4.3; or

(ii) if the Participant is not married at the close of the Plan Year, his or her Earned Income for such year; or

(iii) if the Participant is married at the close of the Plan Year, his or her Earned Income or the Earned Income of his or her spouse, whichever is lower, for such year. In the case of a spouse who for any month is a Student or is physically or mentally incapable of caring for himself or herself, such spouse shall be deemed to be gainfully employed and to have Earned Income for such month of not less than the following:

(A) Two Hundred Fifty Dollars (\$250.00) if there is one Qualifying Individual for whom the Participant incurs Dependent Care Expenses; or

(B) Five Hundred Dollars (\$500.00) if there is more than one Qualifying Individual for whom the Participant incurs Dependent Care Expenses.

(b) A Participant who is legally separated from his or her spouse under a decree of divorce or separate maintenance shall not be considered married. A Participant who is married shall not be considered married for a Plan Year if the Participant's spouse is not a member of the household at any time during the last six (6) months of such year, and he or she meets the following conditions:

(i) files a separate federal income tax return for such year;

(ii) maintains as his or her home a household which constitutes for more than one-half ($\frac{1}{2}$) of such year the principal place of abode of a Qualifying Individual; and

(iii) furnishes over one-half ($\frac{1}{2}$) of the cost of maintaining the household for such year.

A Participant shall be considered to be maintaining a household for a taxable year (or shorter period) only if he or she (and his or her spouse if the Participant is married) furnishes over one-half ($\frac{1}{2}$) of the cost incurred to maintain the household for such period, and the household is the principal place of abode of the Participant and the Qualifying Individual with respect to whom Dependent Care Expenses were incurred for such period.

4.3 **Employer Contributions.** By returning a benefit election form to the Plan Administrator as required under Section 3.1, an Eligible Employee shall authorize his or her Employer to withhold each payroll period from his or her Unearned Compensation such amounts as are necessary to provide the level of reimbursement elected. The Employer shall promptly allocate such amounts to the dependent care reimbursement account. The Employer shall account separately for any amounts withheld, however, all allocations shall be the property of the Employer until reimbursement is made in accordance with Section 4.1.

4.4 **Unused Contributions or Benefits.** If at the end of any Plan Year it is determined that the amount of Employer contributions (withheld Unearned Compensation) on behalf of all Participants exceeds Dependent Care Expenses incurred with respect to all Participants for such Plan Year and reasonable administrative costs for such Plan Year, then the excess shall be forfeited to the Employer and used to defray applicable administrative expenses. A Participant's unused Employer contributions or benefits may not be carried over to provide benefits to such Participant in a subsequent Plan Year.

4.5 **Benefits Solely From General Assets.** The reimbursement of Dependent Care Expenses shall be made solely from the general assets of the Employer. Nothing herein shall be construed to require an Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or any other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of an Employer from which any payment under the Plan may be made.

ARTICLE V Administration

5.1 **Appointment.** The Employer may appoint a person or persons to administer the Plan. If more than one (1) person is appointed, they shall be known as the Administrative Committee. Any Administrative Committee shall act by a majority of its members either at a meeting or in writing without a meeting. Any member may participate in a meeting by means of a conference telephone or similar communications equipment, provided that all persons participating in the meeting can hear each other. If an Administrative Committee is appointed, all references in the Plan to the Plan Administrator shall be deemed to refer to the Administrative Committee. In the event that a Plan Administrator is not appointed pursuant to this Section 5.1, then the Director of Human Resources of the Employer shall be the Plan Administrator.

5.2 **Resignation and Removal.** The Plan Administrator, or any member of the Administrative Committee, may resign at any time by delivering to the Employer a written notice of resignation to take effect not less than thirty (30) days after the delivery thereof, unless such notice shall, in writing, be waived by the Employer. The Plan Administrator or any member of the Administrative Committee shall serve at the pleasure of the Employer and may be removed by delivery of written notice of removal, to take effect at a date specified therein. Upon receipt of a written notice of resignation or delivery of a written notice of removal, the Employer shall appoint a successor. In the event the Employer fails to appoint a successor Plan Administrator, the Employer shall serve as the Plan Administrator until a successor Plan Administrator has been

appointed. In the event the Employer fails to appoint a successor to serve as a member of the Administrative Committee, the remaining members of the Administrative Committee shall constitute the Administrative Committee. If there is only one remaining member, then such individual shall serve as the Plan Administrator.

5.3 Powers and Duties. The Plan Administrator shall be a named fiduciary for purposes of Section 402(a)(1) of ERISA to the extent applicable, shall administer the Plan in accordance with its terms, and shall have complete discretionary authority and all powers necessary to carry out its terms, including, but not limited to, the following:

- (a) To determine all questions concerning the eligibility of Employees to participate in and receive benefits under the Plan and to notify Eligible Employees of the availability and terms of the Plan.
- (b) To furnish Eligible Employees with the information necessary to make benefit elections.
- (c) To determine the manner in which benefit elections shall be made in accordance with Section 3.1.
- (d) To make adjustments and restrictions in accordance with Section 3.3.
- (e) To establish and maintain a separate dependent care reimbursement account for each Participant in accordance with Section 4.3.
- (f) To determine the amount of reimbursement to which a Participant is entitled and process claims in accordance with Article VI.
- (g) To furnish each Participant a written statement on or before January 31 of each year, showing the amounts paid by an Employer in providing dependent care reimbursement to such Participant during the previous calendar year.
- (h) To interpret the provisions of the Plan and to make rules and regulations for the administration of the Plan.
- (i) To employ or retain counsel, accountants, actuaries, claims administrators or such other persons as may be required to assist in administering the Plan.
- (j) To act as agent for service of legal process.

5.4 Restrictions. The Plan Administrator shall have no power to amend or terminate the Plan, but shall have the power to execute the Plan and any amendments approved by the Employer on the Employer's behalf.

5.5 **Delegation of Duties.** The Plan Administrator may delegate to any Employee or Employees, or any Contract Administrator or other related or unrelated party, severally or jointly, the authority to perform any act in connection with the administration of the Plan.

5.6 **Records.** The Plan Administrator shall maintain all records necessary for administering the Plan and complying with the reporting and disclosure requirements of the Code and ERISA.

5.7 **Reporting.** The Plan Administrator shall file with the Secretary of Treasury and the Secretary of Labor all returns, reports and other documents as required under the Code and ERISA.

5.8 **Disclosure.** The Plan Administrator shall furnish to each Participant and to each beneficiary who is receiving benefits under the Plan copies of all documents required under the Code and ERISA to be furnished to such persons.

5.9 **Uniformity of Rules, Regulations and Interpretations.** In the administration of the Plan and the interpretation and application of its provisions, the Plan Administrator shall exercise his or her powers and authority in a nondiscriminatory manner and shall apply uniform administrative rules and regulations in order to assure substantially the same treatment to Participants in similar circumstances. The Plan Administrator's interpretations of the terms of the Plan shall be binding on all persons except as otherwise expressly provided herein.

5.10 **Reliance on Reports.** The Plan Administrator shall be entitled to rely upon all certificates, memoranda and reports made by any counsel, accountant, actuary or other person employed or retained to assist in administering the Plan, and upon all such documents properly executed by Employees.

5.11 **Signatures.** In the event the Employer appoints more than one person to administer the Plan, a majority of the members of such Administrative Committee or any one member authorized by such Administrative Committee shall have authority to execute all documents, reports or other memoranda necessary or appropriate to carry out the actions and decisions of the Administrative Committee. All such instruments may be executed by facsimile signatures. Any interested party may rely upon any document, report or other memorandum so executed as evidence of the Administrative Committee action or decision indicated thereby.

5.12 **Compensation and Expenses.** The Employer shall pay all reasonable expenses properly and actually incurred by the Plan Administrator in administering the Plan, and such reasonable compensation to the Plan Administrator as may be agreed upon from time to time; provided, however, that no person performing administrative services for the Plan who receives full-time pay from the Employer shall receive compensation for such services.

5.13 **Compliance with the Code and ERISA.** The Plan shall be administered to comply with all applicable provisions of the Code relating to dependent care assistance programs and of ERISA relating to employee welfare benefit plans, to the extent applicable.

5.14 **Fiduciary Duties.** The Plan Administrator may designate in writing a person or persons to carry out fiduciary responsibilities, and a fiduciary may serve in more than one fiduciary capacity. Each fiduciary shall discharge its duties under the Plan solely in the interest of the Participants and their beneficiaries and:

(a) for the exclusive purpose of (i) providing benefits to Participants and their beneficiaries, and (ii) defraying reasonable expenses of administering the Plan; and

(b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

5.15 **Indemnification.** The Employer shall indemnify and defend, to the fullest extent permitted by law, the Plan Administrator (including any person who formerly served as a Plan Administrator) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission was in good faith.

ARTICLE VI Claims Procedure

6.1 **Filing Claims.** All claims for benefits under the Plan shall be processed by the Contract Administrator. A Participant shall file a claim under the Plan by submitting a reimbursement request to the Contract Administrator in accordance with the Summary Plan Description for the Bowdoin College Dependent Care Reimbursement Plan. All claims for reimbursement of Dependent Care Expenses must be submitted to the Contract Administrator within ninety (90) days after the close of the Plan Year in which the Dependent Care Expenses were incurred.

6.2 **Denial of Claim.** If a claim is wholly or partially denied, the Contract Administrator shall furnish the claimant with written or electronic notification of the adverse benefit determination. Any electronic notification shall comply with the standards imposed by 29 C.F.R. § 2520.104(b)-1(c)(1)(i), (iii) and (iv). The notification shall set forth the following in a manner calculated to be understood by the claimant:

(a) the specific reason or reasons for the denial;

(b) specific reference to pertinent Plan provisions on which the denial is based;

(c) a description of any additional material or information necessary for the claim to be approved and an explanation of why such material or information is necessary; and

(d) a description of the Plan's procedures for review of an adverse benefit determination and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

The notice will be furnished to the claimant within ninety (90) days after receiving a claim, unless special circumstances require an extension of time for processing the claim. If an extension is necessary, the Contract Administrator shall, prior to the termination of the initial ninety (90) day period, furnish the claimant with written notice indicating the special circumstances requiring an extension and the date by which the Contract Administrator expects to render a decision. In no event shall an extension exceed a period of ninety (90) days from the end of the initial ninety (90) day period.

6.3 Appeal of Denied Claim. A claimant or his or her authorized representative may request the Contract Administrator to review a denied claim. Such request shall be in writing and must be delivered to the Contract Administrator within sixty (60) days after the claimant receives written notification of the denial. A claimant or his or her duly authorized representative:

(a) may submit to the Contract Administrator written comments, documents, records, and other information relating to the claim for benefits; and

(b) shall be provided, upon request and free of charge, with reasonable access to and copies of, all documents, records and other information relevant to the claimant's claim for benefits. The Contract Administrator's review of any adverse benefit determination shall take into account all comments, documents, records and other information submitted by the claimant or his or her authorized representative relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

6.4 Decision on Appeal.

(a) The Contract Administrator shall provide the claimant with written or electronic notification of the decision on review not later than sixty (60) days after receipt of a request for review, unless special circumstances require an extension of time for processing the claim, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review. Any electronic notification shall comply with the standards imposed by 29 C.F.R. § 2520.104b-1(c)(1)(i), (iii) and (iv). If an extension is necessary, then the Contract Administrator shall, prior to the termination of the initial sixty (60) days, furnish the claimant with written notice of the extension. The Contract Administrator's decision on review shall be in writing, in the case of an adverse benefit determination, the notification shall set forth the following in a manner calculated to be understood by the claimant:

(i) the specific reason or reasons for the denial;

(ii) specific reference to pertinent Plan provisions on which the denial is based;

(iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all document, records and other information relevant to the claimant's claim for benefits; and

(iv) a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA.

(b) The Contract Administrator shall notify the Plan Administrator of a proposed final decision on review at least ten (10) days prior to furnishing a claimant with a final decision. In the event that the Plan Administrator disagrees with the final decision proposed by the Contract Administrator, the Plan Administrator shall have the final and complete discretionary authority to grant or deny the Participant's claim for benefits upon review.

ARTICLE VII Miscellaneous

7.1 **Amendment and Termination.** The Employer may amend or terminate the Plan at any time, in whole or in part, with or without retroactive effect, to the extent required or permitted by law. If the Employer terminates the Plan, then each affected Participant shall continue to be entitled to reimbursement for Dependent Care Expenses in accordance with Section 4.1 during the remainder of the Plan Year in which such termination occurs; provided, however, that contributions to the dependent care reimbursement accounts of affected Participants shall cease upon termination of the Plan.

7.2 **Nonalienation.** Except as may be required by applicable law or as may be permitted under the terms of the Plan, no benefit payable under the provisions of the Plan shall be subject in any manner to anticipation, alienation, sale, assignment, transfer, pledge or encumbrance, and any attempt to anticipate, alienate, sell, assign, transfer, pledge or encumber shall be void; nor shall such benefits be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of, or claims against, any Participant, Dependent, or beneficiary.

7.3 **Employment.** Participation in the Plan shall not give any Participant the right to be retained in the employ of an Employer or any other right not specified herein

7.4 **Governing Law.** This Plan shall be governed and construed under federal law. To the extent that federal law does not preempt local law, the Plan shall be governed and construed under the laws of the State of Maine. Notwithstanding any other provision contained herein, the Plan shall be administered at all times in compliance with ERISA and the Code, as amended from time to time.

BOWDOIN COLLEGE

By 

Its Senior Vice President for Finance and Administration
& Treasurer

Date: 2/6/18

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