



SUMMARY OF THE
FOREST PRESERVE DISTRICT OF KANE COUNTY
FPDKC CAFETERIA PLAN

**EFFECTIVE JANUARY 1, 2026
REVISED NOVEMBER, 10 2025**

This booklet describes the Plan provisions that currently affect your benefits under the Plan. If, in the future, the provisions described herein should change for any reason, you will be provided with a summary of the changes.

IF FOR ANY REASON THERE IS AN OMISSION OR MISSTATEMENT IN THIS BOOKLET, OR ANY DIFFERENCE BETWEEN THIS BOOKLET AND THE LEGAL PLAN DOCUMENTS, THE LEGAL PLAN DOCUMENTS WILL IN ALL RESPECTS CONTROL AND GOVERN.

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PREAMBLE

The Forest Preserve District of Kane County FPDKC (the “District”) is pleased to sponsor a cafeteria plan for the eligible employees of the District. The Plan originally was effective as of January 1, 2011, and most recently was restated in its entirety effective January 1, 2026. The Plan is named the Forest Preserve District of Kane County FPDKC Cafeteria Plan (hereinafter sometimes referred to as the “Plan”).

This Summary of the Plan is intended to provide you with a general description of its highlights. If you have any questions after reading the Summary, please contact the Plan Administrator.

IF FOR ANY REASON THERE IS AN OMISSION OR MISSTATEMENT IN THIS BOOKLET, OR ANY DIFFERENCE BETWEEN THIS BOOKLET AND THE LEGAL PLAN DOCUMENTS, THE LEGAL PLAN DOCUMENTS WILL IN ALL RESPECTS CONTROL AND GOVERN.

GENERAL INFORMATION

Through the Plan you can elect to participate in the following benefits:

- (a) Pre-Tax Premium Account.
- (b) Health Care Flexible Spending Account.
- (c) Dependent Care Reimbursement Account.

These are separate benefits. Your election to be covered under one benefit will not obligate you to participate in the other benefits.

Participation in the Plan allows you to make contributions (that are withheld from your paychecks) to a Pre-Tax Premium Account to pay for your share (if any) of the cost of your participation in the District's group welfare plans (such as medical, dental, vision, or supplemental disability insurance) on a pre-tax basis. Participation also allows you to make contributions (also via paycheck withholding) that go into the reimbursement accounts for reimbursement of eligible health care and dependent care expenses on a pre-tax basis. The contributions withheld from your paychecks are excluded from your taxable income and, as a result, your taxable income is reduced.

This can be illustrated by the following example:

	With Your Plan	Without Your Plan
Gross Taxable Wages	\$25,000	\$25,000
Pre-tax Contribution	\$1,800	N/A
Taxable Wages	\$23,200	\$25,000
Estimated Taxes*	\$2,784	\$3,000
After-tax Expenditure	N/A	\$1,800
Take-home Pay	\$20,416	\$20,200

* Joint Return, 12% marginal tax rate

By paying for benefits before taxes are calculated, estimated taxes are reduced by \$216, which is \$18.00 per month more in take-home pay for the example person. In other words, paying for benefits without participating in the Plan costs this person \$18.00 more per month.

Because participation in the Plan reduces your gross taxable income, it may affect your entitlement to Social Security benefits. In most instances, the benefit of the current tax savings (as illustrated above) will outweigh the slight (if any) impact on future Social Security benefits.

Please consult your tax advisor for a more accurate estimate for your situation.

WHICH 12-MONTH PERIOD DOES THE PLAN USE FOR RECORDKEEPING PURPOSES?

Records for the Plan are maintained on a twelve-consecutive month period beginning on January 1 and ending on December 31. This is called the Plan Year.

WHO PAYS FOR THE BENEFITS UNDER THE PLAN?

All contributions to the Plan will be made by you from income withheld from your paychecks that you elect to have diverted to the Plan.

WHEN WILL I BE ELIGIBLE TO PARTICIPATE IN THE PLAN?

An employee of the District is eligible to contribute to the Plan on the later of January 1, 2026, or on the date that the employee becomes eligible for the District group health plan.

HOW DO I ELECT TO PARTICIPATE IN THE BENEFITS AVAILABLE THROUGH THE PLAN?

You will be given a Compensation Reduction Agreement form. The form must be completed and returned to the Plan Administrator no later than the date established and communicated by the Plan Administrator. Your election will be effective beginning with the first day of the payroll period coincident with or next following the date you submit a completed Compensation Reduction Agreement form.

WHEN AND UNDER WHAT CIRCUMSTANCES MAY I CHANGE MY ELECTION?

You will be notified once each year, during the period established and communicated by the Plan Administrator prior to each January 1, of your right to change your election and provided with a new Compensation Reduction Agreement form. The form must be returned to the Plan Administrator by such time as determined by the District and set forth in a written policy to be communicated to all eligible employees. Additionally, if the cost of participation in one of the District's welfare insurance plans (e.g., medical, dental, vision, or supplemental disability coverage) increases or decreases with respect to the new year, and, under the terms of the respective plan, you are required to make a corresponding change in payments, the Plan will automatically increase or decrease your corresponding contributions to the Pre-Tax Premium Account. In addition, if the cost of participation in one of the District's contributory welfare plans (e.g., medical, dental, vision, or supplemental disability insurance) increased during the Plan Year, or any prior Plan Year, and, under the terms of the respective plan, you were required to make a corresponding change in payments, but the District inadvertently failed to implement such change, the District may, on a reasonable and consistent basis, require you to pay the difference. One (but not the only) means for doing so would be to enter into a payment plan whereby any past-due payments that were required to be paid by you are withheld from your pay over a reasonable period of time.

Once an election is made, it cannot be changed by you during the Plan Year except under the following circumstances:

1. HIPAA Special Enrollment: You may revoke an existing election and make a new election that corresponds with special enrollment rights under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
2. Change in Status: If you have a change in status you may revoke or change a benefit election provided the election change is on account of and consistent with the change in status, and the change in status affects the eligibility of yourself, your spouse or dependent under an employer’s cafeteria plan or other employee welfare benefit plan in which any of you are a participant. A change in status includes:
 - (a) your marriage, the death of your spouse, your divorce, legal separation or annulment;
 - (b) the death of your dependent, or the birth, adoption or placement for adoption of your child, or an event that otherwise results in an increase or decrease in the number of your family members or dependents who may benefit from coverage under the Plan;
 - (c) a change in employment status of your spouse or dependent or yourself including the termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, a reduction or increase in hours of employment, including a switch from part-time to full-time employment status or vice versa, or a switch from hourly to salaried employment or vice versa;
 - (d) an event causing your dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age or any similar circumstance as provided in the plan under which you receive coverage;
 - (e) a change in the place of residence of yourself or your spouse or dependent; and
 - (f) such other events as the Plan Administrator determines qualify as a change in status, consistent with regulations and rulings of the Internal Revenue Service.
3. Reduction of weekly hours of employment below 30: You may revoke an existing election and make a new election if you experience a reduction in hours of employment such that (1) you reasonably are expected to work an average of less than 30 hours per week after reasonably having been expected to average at least 30 hours per week (even if the reduction in hours of employment does not result in you ceasing to be eligible under the District’s group health plan); and (2) the revocation of a benefit election under the Plan corresponds to the intended enrollment of yourself and, as applicable, your spouse or dependent, who cease coverage due to the revocation in another plan that provides minimum essential coverage, where such new coverage is effective no later than the first day of the

second month following the month that includes the date the benefit election is revoked;

4. **Enrollment in a Qualified Health Plan:** You may revoke an existing election and make a new election that corresponds with your enrollment in a “Qualified Health Plan” (as purchased through a marketplace established pursuant to Section 1131 of the Patient Protection and Affordable Care Act of 2010 (a “Marketplace”)), if (1) you are eligible for a “special enrollment period” to enroll in such Qualified Health Plan pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or you seek to enroll in a Marketplace during the Marketplace’s annual open enrollment period; and (2) the revocation of your benefit election under the Plan corresponds to the intended enrollment of yourself and, if applicable, your spouse or dependent, who cease coverage due to the revocation, in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the revoked coverage;
5. **COBRA Eligibility:** In the event you, your spouse or your dependent becomes eligible for continuation coverage under the District’s group medical, dental, or vision plan pursuant to federal law known as “COBRA,” you may elect to modify payments under the Plan as appropriate in order to pay for the continuation coverage;
6. **Court Order:** Upon the entry of a judgment, decree or court order (including a qualified medical child support order under Section 609 of the Employee Retirement Income Security Act of 1974) resulting from a divorce, legal separation, annulment or change in legal custody requiring you or your former spouse to provide or cancel health coverage with respect to a child (cancellation to be permitted only if the order also requires another person to provide coverage for the child and such coverage actually is provided);
7. **Entitlement to Medicare/Medicaid:** In the event you, your spouse or your dependent who is enrolled in the District’s group health plan becomes entitled to or loses eligibility for coverage under Medicare or Medicaid, then you may cancel, reduce, add, or increase coverage for yourself, your spouse or your dependent accordingly.
8. **Significant change in Cost or Coverage (not applicable to the Health Care Flexible Spending Account election):** You may revoke an election and file a new election for the balance of the Plan Year under the following circumstances:
 - (a) if the cost to you (if any) for a benefit package option (e.g., a welfare benefit offered through this Plan, or an option for coverage under an underlying health plan, such as an indemnity option, an HMO option, or a PPO option) significantly increases or decreases (whether that increase or decrease results from an action taken by you or from an action taken by the District), or, with respect to the Dependent Care Reimbursement

Account election, a significant cost change is imposed by a dependent care provider who is not your relative, you may make a corresponding election change for the balance of the Plan Year;

- (b) if coverage under one of the District's welfare plans (e.g., medical, dental, vision, or supplemental disability coverage) or a welfare plan of your spouse or dependent, is significantly curtailed or ceases (for example, there is a significant increase in the deductible, copay or out-of-pocket cost sharing limit under a health plan) during such Plan Year, but there is not a loss of coverage as defined in (c) below, you may revoke your election for that coverage and, in lieu thereof, elect to receive on a prospective basis coverage under another benefit package option providing similar coverage, provided such changes are permitted under the terms of the applicable welfare benefit plan;
 - (c) if you or your spouse or dependent has a significant curtailment of coverage that is a loss of coverage (that is, a complete loss of coverage under the benefit package option or other coverage option (including the elimination of a benefits package option, an HMO ceasing to be available in the area where you reside, or your losing all coverage under the option by reason of an overall lifetime or annual limitation)), you may revoke your election under the Plan and, in lieu thereof, elect either to receive on a prospective basis coverage under another benefit package option providing similar coverage or to drop coverage if no similar benefit package option is available, provided such changes are permitted under the terms of the applicable welfare benefit plan;
 - (d) if a new benefit package option or other coverage option is added or if coverage under an existing benefit package option or other coverage option is significantly improved, you may revoke your election, and, in lieu thereof, make an election on a prospective basis for coverage under the new or improved benefit package option, provided such changes are permitted under the terms of the applicable welfare benefit plan; or
 - (e) you may make an election change on account of and corresponding with a change made under the plan of your spouse's, former spouse's or dependent's employer provided the election under your spouse's or dependent's plan satisfies both that plan's election change rules and IRS regulations regarding election changes, or your spouse's or dependent's plan has a different period of coverage.
9. FMLA: In the event that you take a paid leave of absence under the Family Medical Leave Act ("FMLA") (if applicable), your elections under the Plan with respect to the Pre-Tax Premium Account and the Health Care Flexible Spending Account will remain the same, and you will continue to make contributions in the same way that you made them prior to taking the leave of absence. You may make an election change with respect to a Dependent Care Reimbursement

Account, provided the change is on account of and consistent with the leave. You will not be entitled to reimbursement of Dependent Care claims incurred during an FMLA leave.

If you take an unpaid leave of absence under the FMLA, you may revoke an existing election or continue health coverage (such as medical or dental coverage) under the District's health plans or coverage under the Health Care Flexible Spending Account.

If you elect to continue coverage, you have three payment options: (i) pre-pay, (ii) pay-as-you-go, or (iii) catch-up. Under the pre-pay option, you may pay the premiums and contributions due during the FMLA leave period on a pre-tax salary reduction basis from any taxable compensation or on an after-tax basis prior to commencement of the leave. (Certain restrictions apply, however, if your FMLA leave spans two Plan Years.) If your FMLA leave period spans two Plan Years, the amount due for the FMLA leave period that extends into the new Plan Year must be paid on or after the first day of the new Plan Year (e.g. on an after-tax basis or on a pre-tax basis upon the Participant's return to work). Under the pay-as-you-go option, you may pay your share of premium payments and contributions on a monthly basis on the first of every month (the same schedule as COBRA payments). These payments typically would be made on an after-tax basis, unless you receive taxable compensation during the leave period (e.g., as a result of unused sick days or vacation days). The District may cancel your coverage retroactive to the beginning of the period for which a payment was due if you fail to make any payment before the end of the grace period for payments, provided if you are on an FMLA leave, the District notifies you of the overdue payment at least 15 days before the end of such grace period. Alternatively, the District, at its option, may continue your coverage during the leave and then recoup your share of premiums and contributions from available taxable compensation upon your return from leave. Under the catch-up option, if you decide to continue coverage, you must agree to pay back the amount of missed contributions upon your return to employment.

If you do not elect to continue coverage while on FMLA leave, you are entitled to reinstatement upon your return to employment on the same terms as prior to taking FMLA leave, subject to any changes in benefit levels that may have taken place during the leave.

Upon reinstatement in the Health Care Flexible Spending Account, you may resume coverage at the level in effect before the FMLA leave and make up the unpaid premium payments, or you may resume coverage at a level that is reduced and resume premium payments at the level in effect before the FMLA leave. If you do not elect to continue coverage during the FMLA leave under the Health Care Flexible Spending Account while on FMLA leave, you will not be entitled to reimbursement for claims incurred during the FMLA leave.

Any election change (other than those made in connection with a court order or as an exercise of rights pursuant to a statute that provides for a specific election period such as HIPAA or COBRA) must be requested in writing within 30 days from the date of the change event. Any new election shall be effective not earlier than the first day of the next pay period beginning after receipt of the request by the Plan Administrator. You may not make an election change that would reduce your Health Care Flexible Spending Account coverage to an amount that would be less than the amount of benefits claimed under such coverage as of the date the change would become effective.

ELECTION CHANGES IMPOSED BY THE PLAN

Although it is unlikely that your elections and benefits under the Plan will be affected by the numerous discrimination tests that apply to them under the Internal Revenue Code, you should know that there are a number of legal limitations that apply to the Plan. The Plan Administrator reserves the right to modify any benefit elections by the amount necessary to allow the Plan to satisfy any applicable nondiscrimination requirements. If these discrimination tests ever apply to you, the Plan Administrator will inform you of the effect on your Plan elections and benefits.

Additionally, if the cost of participation in one of the District's welfare insurance plans (e.g., medical, dental, vision, or supplemental disability coverage) increases or decreases during a period of coverage, and, under the terms of the respective plan, you are required to make a corresponding change in payments, the Plan may, on a reasonable and consistent basis, automatically make a prospective increase or decrease in your elective contributions to the Plan.

WHAT BENEFITS ARE AVAILABLE UNDER THE PLAN?

(a) PRE-TAX PREMIUM ACCOUNT

You may elect to pay your share (if any) for coverage under the District's group welfare insurance plans (e.g. medical, dental, vision, or supplemental disability insurance) with pre-tax dollars.

(b) HEALTH CARE FLEXIBLE SPENDING ACCOUNT

For the 2026 plan year, you may elect to put a minimum of \$120 and a maximum of up to \$3,400 (as indexed for inflation pursuant to the Tax Code from time to time) of your compensation per year into a Health Care Flexible Spending Account to pay with pre-tax dollars unreimbursed medical expenses incurred with respect to yourself, your spouse, or any individual who meets the definition of a "dependent" for this purpose under the Internal Revenue Code.

Eligible expenses are all of those permitted by Section 213(d) of the Internal Revenue Code and include out-of-pocket medical, dental and vision expenses incurred by you, your spouse and your dependents. Examples of eligible expenses are set forth below:

- Deductibles and co-payments under the District's health plans (including medical, dental, and vision plans) or under personal accident and health insurance carried by you, your spouse, or covered dependents;
- Prescription drugs;
- Over-the-counter drugs and products such as antacids, allergy medicines, pain relievers, cold medicines, and menstrual products;
- Over-the-counter medical devices and supplies;
- Eye care, including vision checkups, eyeglasses and contact lenses;
- Hearing care, including hearing examinations and hearing aids;
- Routine physical examinations;
- Any other medical care item that constitutes medical care within the meaning of Code Section 213(d).

Also, advance payment for covered orthodontia services and durable medical equipment may be reimbursed from the Health Care FSA before such services are actually received. There is no reimbursement for the cost (e.g. premiums) of other health care coverage maintained outside of the Plan.

Subject to the active military duty exception described below, if you do not use the entire amount you have elected to put into the account during the Plan Year for unreimbursed health care expenses incurred during the Plan Year, you will lose the unused balance to the extent that it exceeds \$680 (indexed for inflation). In other words, if there are any unused amounts remaining in your account at the end of a Plan Year, up to \$680 (indexed for inflation) may be carried over into the following Plan Year. It is therefore very important to estimate conservatively the amount of your prospective unreimbursed medical expenses for the Plan Year before electing the amount to contribute, since your election cannot be changed except under certain narrow circumstances.

Notwithstanding the preceding, you may carry over any amounts remaining in your Health Care FSA at the end of the 2025 and 2026 Plan Years, respectively, (and after the run-out of claims for that Plan Year) to the following Plan Year. The \$680 limit that would otherwise apply to Health Care FSA carryovers will not apply.

In any event, if you are a reservist called to active duty for a period of at least 180 days or for an indefinite period, the Plan may distribute to you all or a portion of the balance in your Health Care Flexible Spending Account. The balance available for such a distribution will be the amount contributed to the Health Care FSA as

of the date of the qualified reservist distribution request minus Health Care FSA reimbursements received as of the date of the distribution request. In order to receive this money, you must request it on or after the date of the order or call to active duty, and before the last day of the Plan Year during which the order or call to active duty occurred. Before the Plan issues such a distribution, you must provide the District with a copy of the order or call to active duty. Distributions will be made no later than 60 days after the date of the request.

DEPENDENT CARE REIMBURSEMENT ACCOUNT

You may elect to put a minimum of \$120 and a maximum of \$7,500 of your compensation per year, if you are single, into the Dependent Care Reimbursement Account in order to pay with pre-tax dollars for childcare expenses and other dependent care costs to enable you to work. If you are married, filing a joint federal income tax return with your spouse, you and your spouse may together put up to \$7,500 per year (but no more than the lower of your two incomes except that if your spouse is a full-time student or is disabled she is considered to have a monthly income of \$200 for one dependent or \$400 for two dependents) into the Dependent Care Reimbursement Account. If you are married, filing separately, your limit is \$3,750. If you are married and your spouse does not work (and she is not a full-time student or disabled), then you may not participate. The limits above apply to the total amount of dependent care assistance you may receive during the Plan Year. Therefore, if you receive any such benefits under a plan of your spouse's company, these amounts must be offset against the amount you may contribute to this Plan. If you do not use the entire amount you have elected to put into the account for the Plan Year for dependent care expenses incurred during either the Plan Year or its related "Grace Period" and "Run-Out Period" (as explained below), you will lose the unused balance.

The eligible expenses that may be reimbursed are those incurred for eligible dependents in certain qualifying dependent care arrangements. Eligible dependents include (i) your children up to age 13 and (ii) your spouse or other dependents (for federal tax purposes) who are physically or mentally unable to care for themselves and have the same principal place of residence as you for more than one-half of the year. Qualifying dependent care arrangements include (i) a day care center, provided that if care is provided by the facility for more than six individuals, it must comply with applicable state and local laws; (ii) an educational institution for pre-school children (for older children, only expenses for non-school care are eligible for reimbursement); and (iii) care provided inside or outside your home by an individual who is not your child under age 19 or your dependent (for federal tax purposes). In any event, the total amount of dependent care expenses incurred in a calendar year for which a participant may be reimbursed on a tax-free basis shall not exceed the maximum dollar amount indicated above.

WHAT HAPPENS IF I DON'T USE UP ALL OF THE ELECTED BENEFITS PRIOR TO THE END OF THE PLAN YEAR?

If you do not use the entire amount that you have put into the Health Care Flexible Spending Account during a particular Plan Year, you may carry over only up to \$680 (indexed for inflation) into the following Plan Year, and the remaining balance in excess of \$680 (indexed for inflation) will be forfeited.

Notwithstanding the preceding, you may carry over any amounts remaining in your Health Care FSA at the end of the 2025 and 2026 Plan Years, respectively, (and after the run-out of claims for that Plan Year) to the following Plan Year. The \$680 limit that would otherwise apply to Health Care FSA carryovers will not apply. The carryover will not affect the maximum amount of Health Care FSA contributions you may make in the 2026 and 2027 Plan Years, respectively, and you need not be enrolled in the Health FSA for the 2026 or 2027 Plan Years, respectively for this provision to apply. *Note:* If you are enrolled in a high-deductible health plan and are eligible to participate in a health savings account (HSA), you will be allowed to opt out of the carryover, as determined by the Plan Administrator on a uniform and consistent basis.

If you do not use the entire amount that you have put into the Dependent Care Reimbursement Account during a particular Plan Year for dependent care expenses incurred during either that Plan Year or its related “Grace Period”, you will lose the unused balance. Following the end of the Plan Year (or the applicable Grace Period, for dependent care expenses), you have ninety days in which to submit claims for reimbursement for expenses incurred during the Plan Year (or Grace Period), except that terminated employees will have thirty days from the date of their termination to submit claims for expenses incurred prior to the date of termination. This is called the “Run-out Period.”

For example, assume that \$780 remains in your Health Care Flexible Spending Account at the end of the 2025 Plan Year and that you have elected \$3,3400 of Health Care Flexible Spending Account coverage for 2026. Because the carryover is limited to \$680, you will lose \$100 from your account at the end of the 2026 Plan Year, and the remaining \$680 will carry over for use during the 2026 Plan Year. This means that you will have a total of \$4,080 (i.e., \$3,400 election + \$680 carryover) available in your Health Care Flexible Spending Account for 2026.

The Grace Period for the Dependent Care Reimbursement Account for each Plan Year will begin on January 1 and will end on March 15 and will apply to unused amounts remaining in your account as of the last day of the immediately preceding Plan Year. For the 2026 Plan Year only, with respect to unused amounts remaining in your account as of December 31, 2026, the Grace Period will begin on January 1, 2027, and will end on December 31, 2027.

In order to take advantage of the Grace Period with respect to the Dependent Care Reimbursement Account, you must be a Participant in the Plan (with Dependent Care Reimbursement coverage that is in effect on the last day of the Plan Year to which the Grace Period relates (December 31)).

Assuming you do not use your debit card, eligible health care and dependent care expenses incurred during a Plan Year (or Grace Period with respect to the Dependent Care Reimbursement Account) and approved for reimbursement will be paid first from available amounts that were remaining at the end of the preceding Plan Year (or Grace Period) and then from any amounts that are available to reimburse expenses incurred during the current Plan Year. For example, assume that \$200 remains in your Health Care Flexible Spending Account at the end of the 2025 Plan Year and that you also have elected \$3,400 of Health Care Flexible Spending Account coverage for 2026. If you submit a \$500 Health Care Flexible Spending expense that was incurred on January 15, 2026, \$200 of your claim will be paid out of the unused amounts remaining in your Health Care Flexible Spending Account from the 2025 Plan Year and

the remaining \$300 will be paid out of the amounts that are available to reimburse you from your Health Care Flexible Spending Account for the 2026 Plan Year. However, if you use your debit card in this situation, all \$500 will be paid out of 2026 funds.

WHAT HAPPENS IF I RECEIVE REIMBURSEMENTS TO WHICH I AM NOT ENTITLED UNDER THE PLAN?

If any over-payments are made to you under the Plan, you will be responsible for reimbursing the Plan for such amounts. Reimbursement may be made by any reasonable means available, including, but not limited to, offset against future benefits at the Plan's discretion, direct payment by you to the District or withholding from your future paychecks at the District's discretion. By participating in the Plan, you specifically authorize such withholding if needed to correct overpayments.

Moreover, if you deliberately defraud or mislead the Plan Administrator about the eligibility or entitlement to benefits of yourself or another person, the Plan Administrator has the right to terminate Plan coverage for you and/or any family members immediately and retroactively. The Plan shall be entitled to recover (as described above) from you and/or your family members any claims mistakenly paid due to mistake, fraud or a wrongful attempt to procure coverage, and to recover any costs and expenses arising from such fraud or misrepresentation, including, but not limited to, costs and expenses recoverable in actions at law and in equity. Additionally, fraud on your part shall be grounds for disciplinary action up to and including termination of employment.

WHAT HAPPENS IF I TERMINATE EMPLOYMENT?

If you terminate employment, your pre-tax contributions to the Pre-Tax Premium Account and Dependent Care Reimbursement Account will cease. You may be entitled to continue your Health Care Flexible Spending Account pursuant to the COBRA coverage continuation rules as described in the next section. If you incurred dependent care expenses after you terminate employment or otherwise cease participation in the Plan, you may be reimbursed from the unused balance of your Dependent Care Reimbursement Account for expenses incurred during the Plan Year (or applicable Grace Period). However, you may not be reimbursed for amounts beyond your unused account balance, and you may not contribute additional amounts to the account.

If you terminate employment and are rehired during the same Plan Year, your election in the Plan automatically will be reinstated for the remainder of the Plan Year. However, if you are rehired more than 30 days after your termination, you will be eligible to make new elections for the remainder of the Plan Year.

AM I ENTITLED TO CONTINUE COVERAGE UNDER THE PLAN?

Continuation of coverage under the District's group medical, dental and vision plans will be governed by the terms of those plans in compliance with federal COBRA law. COBRA does not apply to Dependent Care Account benefits.

Dependent care expenses incurred after you cease participation in the Plan (for example, after termination) and on or prior to the last day of that Plan Year (or applicable Grace Period) may be reimbursed from unused benefits remaining in your Dependent Care Account. However, you may not be reimbursed for amounts beyond your unused account balance, and you may not contribute additional amounts to the account.

Under certain circumstances (described as “qualifying events”) that otherwise would cause you to lose coverage under the Plan (such as a termination or reduction in hours of employment), you may be entitled under federal law (known as “COBRA”) to continue participation in your Health Care Flexible Spending Account for the remainder of the Plan Year if you have a positive account balance. This section generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. COBRA (and the description of COBRA continuation coverage contained here) applies only to the group health benefits offered under the Health Care Flexible Spending Account and not to the Dependent Care Reimbursement Account.

For additional information about your rights and obligations under the Plan and under federal law, you should contact the Plan Administrator. The Plan provides no greater COBRA rights than what COBRA itself requires, and nothing in this section is intended to expand your rights beyond COBRA’s requirements.

(a) What Is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this section. After a qualifying event occurs and any required notice of that event properly is provided to the Plan Administrator, COBRA continuation coverage must be offered to each person losing coverage who is a “qualified beneficiary.” You and your dependents could become qualified beneficiaries and be entitled to elect COBRA if coverage under the Plan is lost because of the qualifying event.

COBRA continuation coverage is the same coverage that the Plan gives to other similarly situated persons under the Plan who are not receiving continuation coverage. Each qualified beneficiary who elects COBRA continuation coverage will have the same rights under the Plan as other persons covered under the Plan.

(b) Who Is Entitled to Elect COBRA?

If you are an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because any of the following qualifying events happens:

- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse dies; or
- You become divorced or legally separated from your spouse.

Your children who are dependents will be entitled to elect COBRA if they lose group health coverage under the Plan because any of the following qualifying events happens:

- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee dies;
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent" as defined by the Plan.

However, COBRA coverage is provided subject to your eligibility for such coverage. In particular, you must have been both eligible for coverage and actually covered by the Plan on the day prior to the date of the qualifying event. The Plan Administrator reserves the right to terminate your COBRA coverage retroactively if you are determined to have been ineligible.

(c) When is COBRA Coverage Available?

COBRA continuation coverage is available under the Health Care Flexible Spending Account only if there is a positive account balance at the time of the qualifying event that otherwise would cause a loss of coverage. The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, or the death of the employee, the employer must notify the Plan Administrator of the qualifying event.

(d) You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you will not be entitled to COBRA unless you notify the Plan Administrator in writing within 60 days after the later of (i) the date of the qualifying event, and (ii) the date on which the qualified beneficiary would lose coverage under the terms of the Plan as result of the qualifying event. You must provide this notice to the Plan Administrator.

The notice must be mailed or hand-delivered. Oral notice, including notice by telephone, is not acceptable. If mailed, the notice must be postmarked no later than the deadline. If hand-delivered, the notice must be received no later than the deadline. Electronic notice, including notice that is sent via e-mail or facsimile, is not acceptable. The notice may be provided by the covered employee (i.e., the employee or former employee who is or was covered under the Plan), another qualified beneficiary who lost coverage due to the covered employee's termination or

reduction in hours and is still receiving COBRA coverage, or a representative acting on behalf of either one.

The notice must contain the Plan name, the employee's name, address, birth date, and social security (or other identification) number, the name and address of any impacted spouse or dependent, a description of the qualifying event, the date of the event, and adequate documentation of the event (such as a divorce decree or decree of legal separation, or a copy of the dependent's birth certificate, as applicable). A form for providing this notice may be available from the Plan Administrator but need not be used so long as all the relevant information is included in the written notice.

If you provide a written notice that does not contain all of the information and documentation required, such a notice will nevertheless be considered timely if all of the following conditions are met:

- the notice is mailed or hand-delivered to the individual and address specified;
- the notice is provided by the deadline;
- from the written notice provided, the Plan Administrator is able to determine that the notice relates to the Plan;
- from the written notice provided, the Plan Administrator is able to identify the covered employee and qualified beneficiary(ies), the qualifying event (the divorce, legal separation, or child's loss of dependent status), and the date on which the qualifying event occurred; and
- the notice is supplemented in writing with the additional information and documentation necessary to meet the Plan's requirements within 15 business days after a written or oral request from the Plan Administrator for more information (or, if later, by the deadline for this notice).

If any of these conditions is not met, the incomplete notice will be rejected and COBRA will not be offered. If all of these conditions are met, the Plan Administrator will treat the notice as having been provided on the date that the Plan Administrator receives all of the required information and documentation and will accept the notice as timely.

(e) Electing COBRA Continuation Coverage

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees (and Spouses if the Spouse is a qualified beneficiary) may elect COBRA continuation coverage on behalf of all of the qualified beneficiaries, and parents may elect COBRA continuation coverage on behalf of their children.

Any qualified beneficiary for whom COBRA is not elected within the 60-day election period described in the Plan's COBRA Election Notice will lose his or her right to elect COBRA continuation coverage. However, if you qualify for federal trade adjustment assistance (TAA) under the Trade Act of 2002, as amended, then you and your qualified beneficiaries will be

provided an additional 60-day enrollment period with continuation coverage beginning on the date of such TAA approval.

Your election must be provided to the Plan Administrator via hand-delivery, U.S. Mail, or some form of express mail delivery.

Further information is available at <http://webapps.dol.gov/elaws/ebsa/health/employer/C19.htm>

(f) How Much Does COBRA Continuation Coverage Cost?

Generally, each qualified beneficiary is required to pay the entire cost of COBRA continuation coverage, plus a two percent administrative fee. All COBRA premiums must be paid by personal check or money order (unless arrangements are made to deduct premiums from remaining paychecks).

(g) When must payment for COBRA continuation coverage be made?

First payment for COBRA continuation coverage

If you elect COBRA continuation coverage, you do not have to send any payment with your election. However, you must make your first payment for continuation coverage not later than 45 days after the date of your election. (This is the date your election is post-marked, if mailed, or the date your election is received by the Plan Administrator, if hand-delivered.) If you do not make your first payment for COBRA continuation coverage in full within 45 days of the date of your election, you will lose all continuation coverage rights under the Plan.

Your first premium payment must include payment for the period from the date that you lost (or otherwise would have lost) coverage until the date of your election, and each regularly scheduled monthly premium that became due during the period between your election and the first payment. You are responsible for making sure that the amount of your first payment is correct. You may contact the Plan Administrator to confirm the correct amount of your first payment.

Claims for reimbursement may not be processed and paid until you have elected COBRA and made the first payment.

Monthly payments for COBRA continuation coverage

After you make your first payment for COBRA continuation coverage, you will be required to make monthly payments for each subsequent month of coverage. Under the Plan, each of these monthly payments for continuation coverage is due on the first of the month for that month's COBRA continuation coverage. If you make a monthly payment on or before the first day of the month to which it applies, your coverage under the Plan will continue for that coverage period without any break. If you do not make a monthly payment on or before the first day of the month, your coverage may be suspended pending payment. The Plan is not required to send monthly notices of payments due for these coverage periods. It is your responsibility to pay your COBRA premiums on time, regardless of whether you receive a monthly bill.

Grace periods for monthly payments

Although monthly payments are due on the first day of each month of COBRA continuation coverage, you will be given a grace period of 30 days to make each monthly payment. Your COBRA continuation coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. If you fail to make a monthly payment before the end of the grace period for that coverage period, you will lose all rights to COBRA continuation coverage under the Plan.

(h) How Long Does COBRA Continuation Coverage Last?

COBRA continuation coverage with respect to your Health Care Flexible Spending Account is a temporary continuation of coverage that generally lasts until the end of the Plan Year in which the qualifying event occurs).

(i) If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the Plan Administrator.

For more information regarding your COBRA continuation coverage rights, please consult the General Notice of COBRA Continuation Coverage Rights that is provided to you at the time that you become eligible to enroll in this Plan. You also will receive a full explanation of your COBRA rights when you become entitled to continuation coverage.

WHAT HAPPENS IF THIS PLAN IS DISCONTINUED OR AMENDED?

While this Plan is intended to be a permanent and continuing program, the District reserves the right to terminate the Plan at any time. On termination of the Plan, any amounts that become payable under the terms of the Plan prior to the date of termination shall be paid in accordance with the terms of the Plan as in effect prior to the date of such termination.

The District also reserves the right to amend or modify the Plan at any time. Any amount that had become payable under the Plan prior to the effective date of any such amendment shall be paid or payable in accordance with the terms of the Plan as in effect immediately prior to the date of the amendment.

ADMINISTRATION

The Plan Administrator has discretionary authority to determine eligibility for benefits, to decide claims, to interpret and construe plan provisions and to determine all other matters under the Plan. Benefits under this Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them. Any interpretation of the provisions of the Plan by the Plan Administrator and any decision made by it on any matter within its discretion shall be binding on all persons. A misstatement or other mistake of fact shall be corrected when it becomes known and the Plan Administrator shall make such adjustment or account thereof as it considers equitable and practicable. The Plan Administrator shall not be liable in any manner for any determination of fact made in good faith.

PROCEDURES FOR MAKING A CLAIM AND AN APPEAL FOR BENEFITS

Any claim for benefits under the underlying group welfare plans of the District (such as medical, dental, vision, or supplemental disability insurance benefits) shall be reviewed in accordance with the claims procedures contained in the applicable insurance policies and plan documents. You should refer to the plan description of the group welfare plan (if any) for a description of the claims procedures. Otherwise, please follow the claims procedures outlined below for claims with respect to benefits under this Plan.

You must follow the procedures below for filing a claim and requesting review of a denied claim before bringing any legal action. If you fail to raise an issue during the initial claim or as part of your request for review, you will be precluded from raising such issue in any further proceedings. If a claim is denied upon appeal, any legal action with respect to that claim must be brought within one year of the date of the decision upon appeal.

Claims for Benefits with respect to your Pre-Tax Premium Account

Any claim for benefits under the Plan with respect to your Pre-Tax Premium Account should be made in writing by you or your authorized representative by filing it with the Plan Administrator along with such evidence as reasonably may be required to support your claim. If your claim is denied in whole or in part, you will be informed in writing.

Claims for Benefits with respect to your Dependent Care Account

The Plan Sponsor has delegated responsibility for claims administration to a Claims Administrator. Any claim for benefits under the Plan with respect to your Dependent Care Account should be made in writing by you or your authorized representative by filing it with the Claims Administrator along with such evidence as reasonably may be required. Claims must be filed no later than the end of the Run-out Period (in other words, within ninety days with respect to eligible expenses incurred during the immediately preceding Plan Year and its applicable grace period).

In order to be reimbursed for an eligible dependent care expense, you must submit to the Claims Administrator a completed claim form and evidence of the qualifying expense (including the service provider's federal company identification number or social security number and the date, description and cost of the service). Dependent care expenses may not be reimbursed before

the care is provided. If there is not enough money in your Dependent Care Reimbursement Account at any time during the year to cover the claim you have submitted, the Claims Administrator will pay your claim up to the balance in your account and will hold your claim until additional money is deposited into your account. You have until June 13th to submit claims for reimbursement with respect to eligible expenses incurred during the immediately preceding Plan Year and its applicable Grace Period, which includes dependent care expenses incurred after you terminate employment or otherwise cease participation in the Plan. Any amounts remaining in your account will be forfeited.

Alternatively, you may pay for eligible dependent care expenses with your Plan debit card provided that you comply with applicable substantiation procedures. Some expenses may be validated automatically at the time the expense is incurred. For other expenses, the card payment is only conditional and you still will have to submit supporting documents. You will receive more information from the Employer about what you must do to obtain reimbursement.

If your claim is denied in whole or in part, you will be informed in writing within a reasonable period of time and given the following information:

1. The specific reason or reasons why the claim is denied;
2. A description of any additional material or information necessary to enable you to perfect your claim and an explanation of why such material or information is necessary;
3. An explanation of the Plan's review procedure, including a statement that any appeal of the denial must be made in writing to the Claims Administrator within 60 days after receipt of the notice of denial and must include a full description of the pertinent issues and the basis of the appeal; and
4. A statement describing any other rights you might have after you have exhausted these administrative claims procedures.

The procedure for obtaining a review of a denied claim is as follows:

1. Your request for a review of the decision denying your claim or part of it must be made in writing by you or your authorized representative not later than 60 days after you receive notice of the denial.
2. Your request should be sent to the Claims Administrator.
3. Your request for review may include any issues, comments, documents, records, or additional information or material relating to the claim, and the Claims Administrator's review will take into account all such information provided that it is submitted in writing.
4. On review, you will be afforded reasonable access to all documents relevant to your claim.

5. The Claims Administrator or its authorized designee may hold a hearing or otherwise ascertain such facts as it deems necessary.

6. The Claims Administrator will give you a decision in writing within a reasonable timeframe after receiving your request for review. You will be given the reasons for the Claims Administrator's decision and will be referred to the Plan provisions on which the decision is based.

Claim for Benefits with respect to your Health Care Flexible Spending Account

The Plan Sponsor has delegated responsibility for claims administration to a Claims Administrator. Any claim for benefits under the Plan with respect to benefits from your Health Care Flexible Spending Account should be made by you or your authorized representative in writing by filing it with the Plan Administrator along with such evidence as reasonably may be required by the end of the Run-out period (in other words, no later than ninety days following the end of the Plan Year). In order to be reimbursed for an eligible health care expense, you must submit to the Claims Administrator a completed claim form and itemized bill from the service provider. You must provide adequate substantiation (i.e., an Explanation of Benefits statement, paid receipt, or as otherwise determined by the Plan) of the expenses you incur in order to be reimbursed. Further instructions will be provided on the claim form. Only expenses incurred on or after you are enrolled in the Plan will be reimbursed.

Alternatively, you may pay for eligible health care expenses with your Plan debit card provided that you comply with applicable substantiation procedures. Some expenses may be validated automatically at the time the expense is incurred (like co-pays for medical care). For other expenses, the card payment is only conditional and you still will have to submit supporting documents. You will receive more information from the Employer about what you must do to obtain reimbursement.

To the extent that the Claims Administrator, in its discretion, determines that you have failed to properly substantiate your claim for reimbursement or there has otherwise been an overpayment, the Claims Administrator shall, to the extent that it deems administratively possible and otherwise permissible under applicable law, seek repayment of any such excess reimbursement by (1) requesting you directly reimburse the Plan, (2) withholding the corresponding amount from your compensation on an after-tax basis (where such withholding is permissible under applicable law), or (3) offsetting the improper reimbursement against other eligible Health Care Flexible Spending Account claims.

You have until the end of the Run-out Period to submit claims for reimbursement with respect to eligible expenses incurred during the immediately preceding Plan Year. If there is not enough money in your Health Care Flexible Spending Account at any time during the year to cover the claim you have submitted, the Claims Administrator will pay your claim, up to the total amount you have elected to contribute to this account for the Plan Year. For example, assume that you have elected to establish a Health Care Flexible Spending Account of \$600 for the Plan Year by contributing \$50 each month. Further, assume that during the first month when there is only \$50 in your account, you have qualified medical expenses of \$300. The Plan must

reimburse you the full \$300 and take the risk that you might terminate employment before you have contributed \$300.

If your claim is denied in whole or in part, you will be so informed in writing within a reasonable timeframe and given the following information:

- (a) The specific reason or reasons why the claim is denied;
- (b) A description of any additional material or information necessary to enable you to perfect your claim and an explanation of why such material or information is necessary; and
- (c) An explanation of the Plan's review procedure, including a statement that any appeal of the denial must be made in writing to the Claims Administrator within 60 days after receipt of the notice of denial and must include a full description of the pertinent issues and the basis of the appeal.

The procedure for obtaining a review of a denied claim is as follows:

- (d) Your request for a review of the decision denying your claim or part of it must be made in writing by you or your authorized representative not later than 60 days after you receive notice of the denial.
- (e) Your request should be sent to the Claims Administrator.
- (f) Your request for review may include any issues, comments, documents, records, or additional information or material relating to the claim, and the review will take into account all such information provided that it is submitted in writing.
- (g) On review, you will be afforded reasonable access to all documents relevant to your claim.
- (h) The Claims Administrator or its authorized designee may hold a hearing or otherwise ascertain such facts as it deems necessary.
- (i) The Claims Administrator will give you a decision in writing within a reasonable timeframe after receiving your request for review. You will be given the reasons for the Claims Administrator's decision and will be referred to the Plan provisions on which the decision is based.

FULL DETAILS IN LEGAL PLAN DOCUMENTS

THE DISTRICT RESERVES THE RIGHT TO CONSTRUE AND INTERPRET THE TERMS OF THE PLAN.

THIS SUMMARY ATTEMPTS TO DESCRIBE THE PLAN IN EASY TO UNDERSTAND LANGUAGE AND TO DO SO AS ACCURATELY AS POSSIBLE. HOWEVER, THE COMPLETE PROVISIONS OF THE PLAN ARE CONTAINED IN THE

LEGAL PLAN DOCUMENTS. IF FOR ANY REASON THERE IS AN OMISSION OR MISSTATEMENT IN THIS SUMMARY, OR ANY DIFFERENCE BETWEEN THIS SUMMARY AND THE LEGAL PLAN DOCUMENTS, THE LEGAL PLAN DOCUMENTS WILL IN ALL RESPECTS CONTROL AND GOVERN. THESE LEGAL PLAN DOCUMENTS ARE AVAILABLE FOR YOUR EXAMINATION DURING NORMAL BUSINESS HOURS AT THE ADDRESS LISTED ON THE LAST PAGE OF THIS SUMMARY.

GENERAL PLAN INFORMATION

The following describes information, which is of prime importance to you as a Plan Participant.

Plan Name:	Forest Preserve District of Kane County FPDKC Cafeteria Plan
Type of Plan:	Section 125 Cafeteria Plan
Plan Sponsor:	Forest Preserve District of Kane County FPDKC
Plan Administrator:	Forest Preserve District of Kane County FPDKC 1996 South Kirk Road Suite 320 Geneva, Illinois 60134
Claims Administrator:	Wex
P.O. Box 9528 Fargo, ND 58106-9528 (877) 765-8810 https://www.wexinc.com	
Business Telephone No.:	(630) 232-5921
Federal Employer Identification No.:	38-3767396
Effective Date of Plan:	January 1, 2011
Effective Date of Amendment and Restatement of Plan:	November 10, 2025
Effective Date of Plan Updates:	January 1, 2026
Plan Year:	January 1 to December 31
Agent for Service of Legal Process:	Forest Preserve District of Kane County FPDKC 1996 South Kirk Road Suite 320 Geneva, Illinois 60134