

School Board of St. Lucie County, Florida  
Health Flexible Spending Account  
Amendment to the Plan Document

Effective Date: January 1, 2026

This document amends the terms of the Health Flexible Spending Account (“Health FSA”) and the Dependent Care Spending Account (“Dependent Care FSA”) established by the School Board of St. Lucie County, Florida.

The Health FSA was created to help provide full and complete medical care for employees who participate in the group health plan and who, pursuant to the election procedures, choose to contribute to a Health FSA Reimbursement Account established pursuant to the Health FSA Plan. The Health FSA is intended to provide reimbursement of certain Eligible Medical Expenses incurred by the Participant and their eligible Dependents.

The Dependent Care FSA was created to help provide dependent care assistance for those employees who participate in the group health plan and who, pursuant to the election procedures, choose to make contributions to a Dependent Care Reimbursement Account established pursuant to the Dependent Care FSA. The Dependent Care FSA is intended to provide reimbursement of certain Eligible Employment Related Expenses incurred by the Participant for care of a Qualifying Individual.

This amendment, included below, updates the following:

- 1) For the Health FSA: The annual maximum amount a participant may allocate pursuant to the Salary Reduction Agreement. The annual maximum amount has increased from \$2,500 to \$3,750; and
- 2) For the Dependent Care FSA: The annual maximum contribution limit has increased to \$7,500 for individuals who are single, head of household, or married filing jointly. For married individuals filing separately, the annual contribution limit has increased to \$3,750.

In the event of any discrepancy between this Amendment and the Summary Plan Description, the provisions of this Amendment shall govern. If you have any questions about this Amendment or would like a copy of the Summary Plan Description, please contact the Plan Administrator at 850-425-6200 (Ext. Pat Clark).

Amendment:

1. In Article IV A – Reimbursements, the first paragraph in Provision 4.01A – Health Care Reimbursement has been replaced with the following:

**4.01A Health Care Reimbursement.** Each Participant’s Health FSA will be credited for Health Care Reimbursement with amounts withheld from the Participant’s Compensation and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Account will be debited for Health Care Reimbursements disbursed to the Participant in accordance with Article VA of this document. The entire amount elected by the Participant on the Salary Reduction Agreement as an annual amount for the Plan Year for Health Care Reimbursement less any Health Care Reimbursements already disbursed to the Participant for Eligible Medical Expenses incurred during the Plan Year shall be available to the Participant at any time during the Plan Year without regard

to the balance in the Health FSA Reimbursement Account (provided that the periodic contributions have been made). Thus, the maximum amount of Health Care Reimbursement at any particular time during the Plan Year will not relate to the amount that a Participant has had credited to his Health FSA. In no event will the amount of Health Care Reimbursements in any Plan Year exceed the annual amount specified for the Plan Year in the Salary Reduction Agreement for Health Care Reimbursement. Effective the first Plan Year commencing on or after January 1, 2026, Participants may not allocate pursuant to the Salary Reduction Agreement an amount that exceeds \$3,750 per Plan Year into their Health FSA Reimbursement Accounts (as adjusted for inflation in the future). In the event of a short Plan Year for all Participants, the \$3,750 amount (as indexed) will be pro-rated. Any amount credited to the Health FSA Reimbursement Account shall be forfeited by the Participant and restored to the Employer if it has not been applied by the end of the Run-out Period set forth in the SPD to provide Health Care Reimbursement for expenses incurred during the Plan Year. Notwithstanding the foregoing, the Employer has the discretion to establish a grace period following the end of the Plan Year during which amounts unused as of the end of the Plan Year may be used to reimburse Eligible Medical Expenses incurred during the grace period. In no event can the grace period exceed two (2) months and fifteen (15) days following the end of the Plan Year.

2. In the Summary Plan Description, in the section Dependent Care FSA, the third paragraph is replaced with the following:

The maximum contribution depends on your tax filing status.

- If you are married and filing separately, your maximum annual contribution is \$3,750.
- If you are single and head of household, your maximum annual contribution is \$7,500.
- If you are married and filing jointly, your maximum annual contribution is \$7,500.
- If either you or your spouse earn less than \$5,000 a year, your maximum annual contribution is equal to the lower of the two incomes.