
UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8**REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933****CBIZ, INC.**(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)**22-2769024**
(I.R.S. Employer
Identification No.)**6050 Oak Tree Boulevard, South, Suite 500**
Cleveland, Ohio 44131
(216) 447-9000
(Address of Principal Executive Offices)

CBIZ, INC.
2007 Employee Stock Purchase Plan
(Amended and Restated as of May 12, 2011)

(Full title of the plan)

Michael W. Gleespen
Vice President, General Counsel and Corporate Secretary
6050 Oak Tree Boulevard, South, Suite 500
Cleveland, Ohio 44131
(216) 447-9000(Name, address and telephone number, including area code, of agent for service)

*Copy to:***Anthony J. Renzi, Jr.**
Akin Gump Strauss Hauer & Feld LLP
1333 New Hampshire Avenue, N.W.
Washington, DC 20036
(202) 887-4000

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share(2)	Proposed maximum aggregate offering price(2)	Amount of registration fee
Common Stock (1)	1,000,000	\$ 6.59	\$6,590,000	\$765.10

- (1) Upon a future stock split, stock dividend or similar transaction involving the common stock of the Registrant and during the effectiveness of this Registration Statement, the number of securities registered shall be automatically increased to cover the additional securities in accordance with Rule 416(a) under the Securities Act of 1933.
- (2) Estimated solely for the purpose of determining the registration fee pursuant to Rule 457(c) and (h) under the Securities Act of 1933, based on average of the high and low price per share of common stock on August 9, 2011, as quoted on the New York Stock Exchange.
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PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of this registration statement on Form S-8 (the "Registration Statement") will be sent or given to the employees of CBIZ, Inc. (the "Registrant"), as specified by Rule 428(b)(1) promulgated under the Securities Act of 1933, as amended (the "Securities Act"). Also, upon written or oral request, any of the documents incorporated by reference in Item 3 of Part II of this Registration Statement (which documents are incorporated by reference in the Section 10(a) prospectus), other documents required to be delivered to eligible employees pursuant to Rule 428(b) of the Securities Act or additional information about the plans are available without charge to participants of the plans by contacting the Corporate Secretary, CBIZ, Inc., 6050 Oak Tree Boulevard, South, Suite 500, Cleveland, Ohio 44131 ((216) 447-9000).

Such documents need not be filed with the Securities and Exchange Commission (the "Commission") either as part of this registration statement or as prospectuses or prospectus supplements pursuant to Rule 424 promulgated under the Securities Act. These documents and the documents incorporated by reference in this registration statement pursuant to Item 3 of Form S-8 (Part II hereof), taken together, constitute a prospectus that meets the requirement of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Commission (other than those furnished pursuant to Items 2.02 and 7.01 on Form 8-K) are incorporated by reference in this Registration Statement:

1. The Registrant's Annual Report on Form 10-K for the year ended December 31, 2010, filed pursuant to Section 13(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act");
2. The Registrant's Quarterly Reports on Form 10-Q for the periods ended March 31, 2011, as filed with the Commission on May 10, 2011 and June 30, 2011, as filed with the Commission on August 9, 2011;
3. The Registrant's Current Reports on Form 8-K, as filed with the Commission on February 16, 2011, April 13, 2011, May 17, 2011 and June 9, 2011; and
4. The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form 8-A, as filed with the Commission on July 26, 2006, including any amendments or reports filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (other than Current Reports on Form 8-K furnished pursuant to items 2.02 or 7.01 of such form), prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents with the Commission. Statements contained in this Registration Statement or in a document incorporated by reference may be modified or superseded by later statements in this Registration Statement or by statements in subsequent documents incorporated by reference, in which case you should refer to the later statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware (the "DGCL") provides, in general, for the indemnification of any director or officer who was, is, or is threatened to be made a party in any action, suit or proceeding (other than an action by or in the right of the Registrant). In general, each director and officer is indemnified against losses by reason of his or her being an officer or director of the Registrant provided that he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Registrant, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The Registrant's Amended and Restated Certificate of Incorporation, as amended (the "Restated Certificate of Incorporation"), entitles its board of directors to provide for indemnification of directors and officers to the fullest extent provided by law. As permitted by Section 102(b)(7) of the DGCL, Article Eleven of the Restated Certificate of Incorporation provides that no

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director of the Registrant shall be personally liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this indemnification shall not eliminate or limit the liability of a director for:

- any breach of a director's duty of loyalty to the Registrant or its stockholders;
- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- unlawful payments of dividends;
- unlawful stock purchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

Article 7 of the Registrant's Amended and Restated Bylaws (the "Bylaws") provides that to the fullest extent and in the manner permitted by the laws of the State of Delaware and specifically as is permitted under Section 145 of the DGCL, the Registrant shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Registrant, by reason of the fact that such person is or was a director, officer, employee or agent of the Registrant, or is or was serving at the request of the Registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such person acted in good faith and in a manner he reasonably believed to be in and not opposed to the best interests of the Registrant and with respect to any criminal action or proceeding, such person had no reasonable cause to believe his conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that a person did not act in good faith and in a manner such person reasonably believed to be in and not opposed to the best interests of the Registrant, and with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was lawful.

Additionally, Article 7 of the Bylaws provides that the Registrant shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Registrant to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Registrant, or is or was serving at the request of the Registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Registrant, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Registrant unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Article 7 of the Bylaws also provides that any decision as to indemnification shall be made:

- by the board of directors of the Registrant by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or
- if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or
- by the stockholders.

In addition, the board of directors of the Registrant has authorized indemnification of expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding. Indemnification pursuant to these provisions is not exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise and shall continue as to a person who has ceased to be a director or officer. The Registrant may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Registrant.

Further, Article 7 of the Bylaws provides that the indemnity provided will be extended to the directors, officers, employees and agents of any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, and employees or agents so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of the Bylaws with respect to the resulting or surviving corporation as such person would have had with respect to such constituent corporation if its separate existence had continued.

The Registrant currently maintains an insurance policy relating to its directors and officers, under which policy such directors and officers are insured, within the limits and subject to the limitations of the policy, against certain expenses in connection with the defense of certain claims, actions, suits or proceedings, and certain liabilities which might be imposed as a result of such claims, actions, suits or proceedings, which may be brought against them by reason of being or having been such directors or officers.

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Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

- 5.1* Opinion of Akin Gump Strauss Hauer & Feld LLP.
- 10.1* CBIZ, Inc. 2007 Employee Stock Purchase Plan (Amended and Restated as of May 12, 2011).
- 23.1* Consent of KPMG LLP.
- 23.2* Consent of Akin Gump Strauss Hauer & Feld LLP (included in the opinion filed as Exhibit 5.1 of this Registration Statement).
- 24.1* Power of Attorney (set forth on the signature page of this Registration Statement).

* Filed herewith.

Item 9. Undertakings.

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment hereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (1)(i) and (1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on August 10, 2011.

CBIZ, INC.

By: /s/ Steven L. Gerard

Steven L. Gerard

Chief Executive Officer and Chairman of the Board

POWER OF ATTORNEY

Each person whose signature appears in this Registration Statement in any capacity hereby constitutes and appoints Steven L. Gerard and Ware H. Grove, and each of them, his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement and to file the same with the Securities and Exchange Commission, with all exhibits thereto, and other documents in connection therewith, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite or desirable.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Steven L. Gerard</u> Steven L. Gerard	Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	August 10, 2011
<u>/s/ Ware H. Grove</u> Ware H. Grove	Senior Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	August 10, 2011
<u>/s/ Rick L. Burdick</u> Rick L. Burdick	Lead Director and Vice Chairman of the Board	August 10, 2011
<u>/s/ Michael H. DeGroote</u> Michael H. DeGroote	Director	August 10, 2011
<u>/s/ Joseph S. DiMartino</u> Joseph S. DiMartino	Director	August 10, 2011
<u>/s/ Richard C. Rochon</u> Richard C. Rochon	Director	August 10, 2011
<u>/s/ Todd J. Slotkin</u> Todd J. Slotkin	Director	August 10, 2011
<u>/s/ Donald V. Weir</u> Donald V. Weir	Director	August 10, 2011
<u>/s/ Benaree Pratt Wiley</u> Benaree Pratt Wiley	Director	August 10, 2011

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- 23.2* Consent of Akin Gump Strauss Hauer & Feld LLP (included in the opinion filed as Exhibit 5.1 of this Registration Statement).
- 24.1* Power of Attorney (set forth on the signature page of this Registration Statement).

* Filed herewith

[Letterhead of Akin Gump Strauss Hauer & Feld LLP]

August 10, 2011

CBIZ, Inc.
6050 Oak Tree Boulevard, South,
Suite 500
Cleveland, Ohio 44131

Re: CBIZ, Inc.
Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special counsel to CBIZ, Inc., a Delaware corporation (the "**Company**"), in connection with a Registration Statement on Form S-8 of the Company (the "**Registration Statement**"), being filed on the date hereof with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "**Act**"), relating to the proposed issuance of up to 1,000,000 shares (the "**Shares**") of the Company's common stock, par value \$0.01 per share ("**Common Stock**"), authorized for issuance pursuant to the Company's CBIZ, Inc. 2007 Employee Stock Purchase Plan (Amended and Restated as of May 12, 2011) (the "**Plan**"). This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

We have examined originals or certified copies of such corporate records of the Company and other certificates and documents of officials of the Company, public officials and others as we have deemed appropriate for purposes of this letter. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all copies submitted to us as conformed, certified or reproduced copies. We have also assumed that (i) valid book-entry notations for the issuance of the Shares in uncertificated form will have been duly made in the share register of the Company, (ii) each award agreement setting forth the terms of each award granted pursuant to the Plan, as applicable, will be consistent with the Plan and has been duly authorized and validly executed and delivered by the parties thereto, and (iii) at the time of each issuance of Shares, there will be sufficient shares of Common Stock authorized for issuance under the Company's Amended and Restated Certificate of Incorporation that have not otherwise been issued or reserved or committed for issuance, and (iv) the price per share paid for Shares issued pursuant to the Plan will not be less than the par value of the Shares. As to various questions of fact relevant to this letter, we have relied, without independent investigation, upon certificates of public officials and certificates of officers of the Company, all of which we assume to be true, correct and complete.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations stated herein, we are of the opinion that when the Shares have been issued and delivered upon payment therefor in accordance with the terms of the Plan and applicable award agreement, if any, the Shares will be duly authorized, validly issued, fully paid and non-assessable.

The opinions and other matters in this letter are qualified in their entirety and subject to the following:

- A. We express no opinion as to the laws of any jurisdiction other than the laws of the State of Delaware or the General Corporation Law of the State of Delaware (the "**DGCL**"). As used herein, the term "DGCL" includes the statutory provisions contained therein and all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting these laws.
- B. This opinion letter is limited to the matters expressly stated herein and no opinion is to be inferred or implied beyond the opinion expressly set forth herein. We undertake no, and hereby disclaim any, obligation to make any inquiry after the date hereof or to advise you of any changes in any matter set forth herein, whether based on a change in the law, a change in any fact relating to the Company or any other person or any other circumstance.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act and the rules and regulations thereunder.

Very truly yours,

/s/ AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

CBIZ, INC.

2007 EMPLOYEE STOCK PURCHASE PLAN

(Amended and Restated as of May 12, 2011)

1. Purpose of the Plan.

This Plan amends and restates the CBIZ, Inc. 2007 Employee Stock Purchase Plan originally adopted by the Board on February 8, 2007 and approved by the Company's shareholders on May 17, 2007. The purpose of the Plan is to provide employees of the Company, any Parent and its Participating Subsidiaries with an opportunity to purchase shares of Common Stock through accumulated payroll deductions. It is the intention of the Company that the Plan qualify as an "employee stock purchase plan" under Section 423 of the Code. The provisions of the Plan, accordingly, will be construed so as to extend and limit Plan participation in a uniform and nondiscriminatory basis consistent with the requirements of Section 423 of the Code.

2. Definitions.

- (a) "Administrator" means the Board or any committee of the Board that the Board has designated to administer the Plan.
- (b) "Board" means the Company's Board of Directors.
- (c) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.
- (d) "Change in Control" means the occurrence of any of the following:

(i) An acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "**Person**") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 40% or more of the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "**Outstanding Company Voting Securities**"); excluding, however, the following: (1) any acquisition directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from the Company, (2) any acquisition by the Company, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company, or (4) any acquisition pursuant to a transaction which complies with clauses (1), (2) and (3) of subsection (iii) of this definition; or

(ii) A change in the composition of the Board such that the individuals who, as of the original effective date of the Plan, constitute the Board (such Board being hereinafter referred to as the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board; provided, however, for purposes of this definition, that any individual who becomes a member of the Board subsequent to the original effective date of the Plan, whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of those individuals who are members of the Board and who were also members of the Incumbent Board (or deemed to be such pursuant to this proviso) shall be considered as though such individual were a member of the Incumbent Board; but, provided further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board shall not be so considered as a member of the Incumbent Board; or

(iii) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company ("**Corporate Transaction**"); excluding, however, such a Corporate Transaction pursuant to which (1) all or substantially all of the individuals and entities who are the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 50% of, respectively, the outstanding shares of common stock, and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (2) no Person (other than the Company, any employee benefit plan (or related trust) of the Company or such corporation resulting from such Corporate Transaction) will beneficially own, directly or indirectly, 40% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding voting securities of such corporation entitled to vote generally in the election of directors except to the extent that such ownership existed prior to the Corporate Transaction, and (3) individuals who were

members of the Incumbent Board will constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction; or

(iv) The complete liquidation or dissolution of the Company.

(e) "Common Stock" means the common shares, \$.01 par value, of the Company.

(f) "Company" means CBIZ Inc., a Delaware corporation.

(g) "Compensation" means regular salary payments, annual and quarterly performance bonuses, hire-on bonuses, cash recognition awards, commissions, overtime pay, shift premiums, and elective contributions by the Participant to qualified employee benefit plans, but excludes all other payments including, without limitation, long-term disability or workers' compensation payments, car allowances, employee referral bonuses, relocation payments, expense reimbursements (including but not limited to travel, entertainment, and moving expenses), salary gross-up payments, and non-cash recognition awards.

(h) "Continuous Status as an Employee" means the absence of any interruption or termination of service as an Employee. Continuous Status as an Employee shall not be considered interrupted in the case of (i) sick leave, (ii) military leave, (iii) any other leave of absence approved by the Company, provided that the leave is for a period of not more than three (3) months, unless reemployment upon the expiration of such leave is provided by contract or statute, or unless provided otherwise pursuant to Company policy adopted from time to time, or (iv) transfers between locations of the Company or between the Company and its Participating Subsidiaries.

(i) "Employee" means any individual who is an employee of the Company, any Parent or any Subsidiary within the meaning of Section 3401(c) of the Code and the Treasury Regulations thereunder, except the following:

(i) employees who would, upon enrollment in a Purchase Period, own directly or indirectly (including options or rights to acquire stock, whether or not vested or exercisable), possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company, any Parent or any Subsidiary; and

(ii) employees who are customarily employed by the Company, any Parent, or any Subsidiary twenty (20) hours or less per week or no more than five (5) months in any calendar year.

(iii) employees who have not had Continuous Status as an Employee for at least ninety (90) days before the Grant Date.

(j) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(k) "Expiration Date" means the last day of a Purchase Period which shall be the fifteenth (15th) day of each calendar month, or such other day as the Administrator may determine. In any event, the Expiration Date shall not be more than twenty-seven (27) months after the Grant Date.

(l) "Fair Market Value" means, except as otherwise provided by the Administrator, as of any given date, the closing per-share sales price for the shares on any national securities exchange (including Nasdaq) listing the Company's Common Stock for the immediately preceding date, or if the shares of Common Stock were not traded on such national securities exchange on such date, then on the next preceding date on which such shares of Common Stock were traded, all as reported by such source as the Administrator may select.

(m) "Grant Date" means the first business day of each Purchase Period of the Plan.

(n) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(o) "Participant" means an Employee who (i) has become a participant in the Plan pursuant to Section 6 and (ii) has not ceased to be a participant pursuant to Section 10.

(p) "Participating Subsidiary" means any Subsidiary that has been designated by the Administrator from time to time as eligible to participate under the Plan.

(q) "Plan" means the CBIZ, Inc. 2007 Employee Stock Purchase Plan, as amended from time to time, a plan intended to qualify under Section 423 of the Code.

(r) "Purchase Period" means the period beginning on the Grant Date and ending on the Expiration Date. The Purchase Period shall not exceed twenty-seven (27) months from the Grant Date.

(s) "Purchase Right" means the right to purchase shares of Common Stock under the Plan on the terms or conditions set forth herein and as determined by the Administrator as provided hereunder.

(t) "Subsidiary" means any corporation described in Section 424(f) of the Code.

3. Administration of the Plan.

The Administrator shall administer the Plan. The Administrator shall have full power and authority to construe and interpret the Plan and may from time to time adopt such rules and regulations for carrying out the Plan, as it may deem best. Decisions of the

Administrator shall be final, conclusive and binding upon all parties, including the Company, its shareholders, any Parent, any Subsidiary and their respective Employees. The Administrator may in its sole discretion determine from time to time that the Company shall permit the purchase of shares of Common Stock under the Plan by all of the then-eligible Employees, provided, however, that it shall be under no obligation to do so.

4. Participation in the Plan.

(a) The individuals who shall be eligible to purchase shares of Common Stock under the Plan shall be all Employees of the Company, any Parent or any Participating Subsidiary who are so employed by the Company, any Parent or Participating Subsidiary on the Grant Date of the Purchase Period; provided, however, that no individual shall be eligible to effect a purchase at any time if immediately thereafter and after giving effect thereto, the aggregate value or voting power of all shares of Common Stock of the Company, any Parent and any Subsidiary then owned by such individual, either directly or indirectly, within the meaning of the applicable sections of the Code and including all shares of stock with respect to which such individual holds options, would equal or exceed in the aggregate five percent (5%) of the total combined voting power or value of all classes of stock of the Company or any Subsidiary.

(b) The Administrator may determine, as to any Purchase Period under this Plan, that the offering will exclude highly compensated Employees within the meaning of Section 414(q) of the Code with Compensation above a certain level or who are officers subject to the disclosure requirements of Section 16(a) of the Exchange Act; provided, that, the exclusion is applied in an identical manner to all highly compensated Employees of the Company, Parent, and every Subsidiary whose Employees are granted Purchase Rights with respect to the Purchase Period.

5. Shares of Common Stock Reserved for Plan.

(a) The total number of shares of Common Stock which may be purchased under the Plan shall not exceed in the aggregate 2,000,000 shares. Such shares shall be shares that the Company has reacquired in the open market or otherwise for purposes of the Plan or which are otherwise held in treasury.

(b) In the event of a subdivision or combination of the shares of Common Stock, (i) the maximum number of shares of Common Stock which may thereafter be issued and sold under the Plan and the number of shares of Common Stock under elections to purchase at the time of such subdivision or combination will be proportionately increased or decreased, (ii) the terms relating to the price at which shares of Common Stock under elections to purchase will be sold will be appropriately adjusted, and (iii) such other action will be taken as in the opinion of the Administrator is appropriate under the circumstances. In the case of reclassification or other changes in the shares of Common Stock, the Administrator will make appropriate adjustments.

(c) The number of shares of Common Stock which a Participant may purchase in an offering under the Plan may be reduced in the event the offering is over-subscribed. No Purchase Right granted to an Employee in an offering under the Plan shall permit a Participant to purchase shares of Common Stock which, if added together with the total number of shares of Common Stock purchased by all other Participants in such offering, would exceed the total number of shares of Common Stock remaining available under the Plan on the Grant Date of such Purchase Period. As of the close of business on the Expiration Date, the number of shares of Common Stock which all Participants have elected to purchase under outstanding elections shall be counted. If the total number of shares of Common Stock which all Participants in the Plan have elected to purchase under outstanding elections in the offering exceeds the number of shares of Common Stock remaining available under the Plan, the number of shares of Common Stock for which each such outstanding election is effective shall be reduced on a pro rata basis, and the total number of shares of Common Stock which may be purchased pursuant to all such outstanding elections shall not exceed the total number of shares of Common Stock remaining available under the Plan.

(d) All shares of Common Stock available to be sold in any offering under the Plan in excess of the total number of shares of Common Stock purchased by Participants in any such offering shall continue to be reserved for this Plan and shall be available for inclusion in any subsequent offering under the Plan.

6. Number of Shares of Common Stock That an Employee May Purchase.

(a) An eligible Employee may elect to purchase through payroll deductions during a Purchase Period a number of whole shares of Common Stock determined by the Administrator from time to time. No fractional shares will be issued.

(b) The number of whole shares of Common Stock that a Participant may purchase on the Expiration Date shall be determined by dividing the Participant's contributions accumulated during the Purchase Period and retained in the Participant's account as of the Expiration Date, plus any supplemental purchase amount permitted pursuant to Section 8(d) hereof, by the applicable purchase price; provided, however, that the purchase shall be subject to the limitations set forth in this Section 6.

(c) The Company reserves the right to limit the maximum number of shares of Common Stock which a Participant may purchase, provided that the limit will be determined on the basis of a uniform relationship to all Participants' basic or regular rate of Compensation, or will be a fixed maximum number of shares of Common Stock that any Participant may purchase under the Plan.

(d) Notwithstanding the foregoing provisions of the Plan, the maximum number of shares of Common Stock that a Participant may purchase during each Purchase Period shall be 5,000 shares of Common Stock (subject to the limitations set forth herein). In addition to the limits on a Participant's participation in the Plan set forth herein, the Administrator in its sole discretion may establish new or change existing limits on the number of shares of Common Stock a Participant may elect to purchase with respect to any Purchase Period if such limit is announced prior to the beginning of the first Purchase Period to be affected.

(e) Notwithstanding the foregoing provisions of the Plan, no eligible Employee may be granted a Purchase Right to the extent that his or her rights to purchase shares of Common Stock under all employee stock purchase plans (as defined in Section 423 of the Code) of the Company, its Parents and Subsidiaries accrues at a rate which exceeds twenty-five thousand dollars (\$25,000) worth of stock (determined at the Fair Market Value of the stock at the time the Purchase Right is granted) for each calendar year in which the Purchase Right is outstanding at any time. The right to purchase shares of Common Stock generally under an employee stock purchase plan accrues when the right first becomes exercisable during the calendar year. A Purchase Right under the Plan is considered to accrue on the Expiration Date for the applicable Purchase Period.

7. Participation.

(a) An eligible Employee may become a Participant in the Plan by completing a subscription agreement and any other required documents provided by the Company and submitting them in the form and manner designated by the Company.

(b) Unless otherwise determined by the Company, payroll deductions in respect of a Purchase Period shall commence on the first full payroll period beginning on or after the Grant Date and shall end on the last payroll period ending prior to the Expiration Date, unless sooner terminated by the Participant as provided in Section 10.

(c) At the termination of each Purchase Period, each Participant who continues to be eligible to participate in the Plan shall be automatically re-enrolled in the next offering, unless the Participant has withdrawn from the Plan in accordance with Section 10 hereof or is otherwise ineligible to participate in the next offering. Upon a termination of the Plan as a whole, any amount remaining in a Participant's account shall be refunded to him or her as soon as practicable thereafter.

(d) The Company may require Employees to complete and submit a new subscription agreement at any time it deems necessary or desirable to facilitate Plan administration (including during the Purchase Period to which the subscription agreement relates) or for any other reason.

8. Method of Payment of Contributions.

(a) A Participant shall elect to have payroll deductions made on each payday during the Purchase Period in whole dollar amounts of at least twenty-five dollars (\$25) per Purchase Period, or such other nominal minimum amount as the Administrator may determine. All payroll deductions made by a Participant shall be credited to his or her account under the Plan. A Participant may not make any additional payments into such account, except as the Administrator may permit pursuant to Section 8(d) hereof. A Participant's subscription agreement will remain in effect for successive Purchase Periods unless terminated as provided in Section 10 or 8(c) hereof.

(b) A Participant may discontinue his or her participation in the Plan as provided in Section 10, or, subject to the limitation in Section 6(e), may increase or decrease the rate of his or her payroll deductions during the Purchase Period by (i) properly completing and submitting to the Company's payroll office (or its designee), on or before a date prescribed by the Administrator prior to an applicable Expiration Date, a new subscription agreement authorizing the change in payroll deduction rate in the form provided by the Administrator for such purpose, or (ii) following an electronic or other procedure prescribed by the Administrator; provided, however, that a participant may only make one payroll deduction change during each Purchase Period. If a participant has not followed the procedures to change the rate of payroll deductions, the rate of his or her payroll deductions will continue at the originally elected rate throughout the Purchase Period and future Purchase Periods (unless terminated as provided in Section 10 or 8(c)). The Administrator may, in its sole discretion, limit the nature and/or number of payroll deduction rate changes that may be made by Participants during any Purchase Period. Any change in payroll deduction rate made pursuant to this Section 6(b) will be effective as of the first full payroll period following five (5) business days after the date on which the change is made by the Participant (unless the Administrator, in its sole discretion, elects to process a given change in payroll deduction rate more quickly).

(c) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 6(c), (d), and (e) hereof, the Company may cause a Participant's payroll deductions to be decreased in respect of a Purchase Period to as low as zero dollars (\$0.00).

(d) The Administrator may, in its discretion, permit a Participant to purchase shares of Common Stock on the Expiration Date of any Purchase Period, in accordance with procedures established by the Administrator, through payment by check or money order (a "**supplemental purchase**"). Each such supplemental purchase shall be for a minimum of one hundred dollars (\$100), to a maximum of the limitation in Section 6(e) above reduced by the amount of the Participant's payroll deductions, if any, for such Purchase Period.

9. Exercise of Purchase Rights.

Unless a Participant withdraws from the Plan as provided in Section 10, his or her right to purchase shares of Common Stock in any Purchase Period will be exercised automatically on each Expiration Date, and the maximum number of whole shares subject to the Purchase Right will be purchased at the applicable purchase price with the accumulated contributions in his or her account. Notwithstanding anything herein to the contrary, the maximum amount that may be applied to purchase shares of Common Stock during any calendar year shall not in the aggregate exceed the amount required to purchase shares with a Fair Market Value, determined at the Grant Date, equal to twenty-five thousand dollars (\$25,000).

10. Voluntary Withdrawals; Termination of Employment.

(a) A Participant may withdraw all but not less than all of the contributions credited to his or her account under the Plan at any time prior to the Expiration Date of a Purchase Period by notifying the Company in the form and manner designated by the Company. All of the Participant's contributions credited to his or her account will be paid to him or her not later than sixty (60) days after receipt of his or her notice of withdrawal and his or her Purchase Right for the then-current Purchase Period will be automatically terminated, and no further contributions for the purchase of shares of Common Stock will be permitted or made during that Purchase Period.

(b) Upon termination of the Participant's Continuous Status as an Employee prior to the Expiration Date of a Purchase Period for any reason, whether voluntary or involuntary, including retirement or death, the contributions credited to his or her account will be returned to him or her or, in the case of his or her death, to the Participant's estate, and his or her Purchase Right will be automatically terminated.

(c) A Participant's withdrawal during a Purchase Period will not have any effect upon his or her eligibility to participate in a succeeding Purchase Period or in any similar plan that may thereafter be adopted by the Company.

11. Terms and Conditions.

(a) *General.* The purchase terms of a Purchase Period shall be in the form as the Administrator shall from time to time approve, and shall contain such terms and conditions as the Administrator shall prescribe which are not inconsistent with the Plan.

(b) *Purchase Price.* The Administrator shall establish the purchase price per share of Common Stock for each Purchase Period but in no event will the purchase price per share of Common Stock be less than eighty-five (85%) of the Fair Market Value of a share of Common Stock on the Expiration Date.

(c) *Term.* Each Purchase Period shall commence on the Grant Date and terminate, subject to earlier termination by the Administrator, on the Expiration Date. Notwithstanding the foregoing, unless otherwise determined by the Administrator, a Purchase Period shall have a Grant Date coincident with the first day of a payroll period and an Expiration Date coincident with the last day of such payroll period. Purchase Periods may be consecutive or overlapping, at the Administrator's sole discretion, and the terms of each Purchase Period need not be identical.

(d) *Employee's Purchase Directions.* At the conclusion of the Purchase Period, each Participant shall purchase all of the whole shares purchasable in such Purchase Period with the contributions credited to such Employee's account unless such Employee notifies the Company, in the manner provided for by the Administrator and as set forth in Section 10, that the Employee does not desire to purchase any of such shares.

(e) *Resale Restrictions.* Unless waived by the Company under the Plan, or as otherwise determined by the Company, no shares of Common Stock purchased under the Plan may be sold, hypothecated or otherwise transferred until one year after the date of purchase other than by will, by the laws of descent and distribution, by transfer to a trust where under Section 671 of the Code and other applicable laws the Participant is considered the sole beneficial owner of such shares while it is held in trust, or by transfer to a testamentary trust in which members of the Participant's Immediate Family have a beneficial interest of more than 50% and that provides that such shares are to be transferred to the beneficiaries upon the Participant's death, and each share certificate shall bear notice of such restriction. For purposes of this paragraph, "*Immediate Family*" means any child, stepchild, grandchild,

parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, or any person sharing the Participant's household (other than a tenant or employee). All resale restrictions shall lapse upon a tender offer initiated by the Company or upon a Change in Control.

(f) Assignability. No rights hereunder shall be assignable or transferable.

(g) Employee's Agreement. If, at the time of the purchase of shares of Common Stock on the applicable Expiration Date, in the opinion of counsel for the Company, it is necessary or desirable, in order to comply with any applicable laws or regulations relating to the sale of securities, that the Participant purchasing such shares agrees that such Participant will purchase such shares for investment and not with any present intention to resell the same, the Participant will, upon the request of the Company, execute and deliver to the Company an agreement to such effect. The Company may also require that a legend setting forth such investment intention be stamped or otherwise written on the certificates for shares of Common Stock purchased pursuant to the Plan.

(h) Rights as a Shareholder. A Participant who has been granted one or more Purchase Rights hereunder shall have no rights as a shareholder with respect to the shares of Common Stock covered by any such Purchase Rights until the date of the issuance of the shares to the Participant. No adjustment will be made for dividends or other rights for which the record date is prior to the date of such issuance. For purposes of the Plan, the Company, in lieu of the issuance of certificates, may utilize a book entry account system for recording ownership of shares of Common Stock, subject to the rules generally applicable to such system.

(i) Interest. No interest shall accrue on payroll deductions made under or pursuant to the Plan or during any Purchase Period.

12. Term of Plan. No Purchase Rights shall be granted under the Plan after June 30, 2017.

13. Amendments.

The Plan is wholly discretionary in nature. As such, the Board may, in its sole discretion, from time to time alter, amend, suspend, or discontinue the Plan or alter or amend any and all Purchase Rights or terminate any Purchase Period; provided, however, that no such action of the Board may, without the approval of the shareholders, make any amendment for which shareholder approval is necessary to comply with any tax or regulatory requirement with which the Administrator has determined it is necessary or advisable to have the Company comply. Subject to the limitations in this Section 13 relating to shareholder approval, the Administrator may, in its sole discretion, make such amendment or modification to the Plan or any Purchase Rights granted hereunder as is necessary or desirable to comply with, or effectuate administration of, the Plan under the laws, rules or regulations of any foreign jurisdiction, the laws of which may be applicable to the Plan or its participants hereunder. Further, in the event the Administrator determines that the ongoing operation of the Plan may result in any unfavorable financial accounting consequence, the Administrator may, in its discretion and, to the extent necessary or desirable, modify, amend or terminate the Plan to reduce or eliminate any such accounting consequence.

14. Application of Funds.

The proceeds received by the Company from the sale of the shares of Common Stock under the Plan will be used for general corporate purposes.

15. Governing Law.

The Plan and the purchase of shares of Common Stock under the Plan shall be construed in accordance with and governed by the laws of the State of Delaware without regard to its choice of law rules.

16. Additional Restrictions of Rule 16b-3.

The terms and conditions of Purchase Rights granted hereunder to, and the purchase of shares of Common Stock by, persons subject to Section 16 of the Exchange Act shall comply with the applicable provisions of Rule 16b-3 thereunder. The Plan shall be deemed to contain, all Purchase Rights shall contain, and the shares of

Common Stock issued upon exercise of Purchase Rights shall be subject to, such additional conditions and restrictions as may be required by such Rule 16b-3 to qualify for the maximum exemption from such Section 16 with respect to Plan transactions.

17. Employment Issues. Neither the action of the Company in establishing the Plan, nor any action taken under the Plan by the Administrator, nor any provision of the Plan itself, shall be construed so as to grant any person the right to remain in the employ of the Company or a Participating Subsidiary for any period of specific duration, and does not affect any right the Company or a Participating Subsidiary may have to terminate such person's employment at any time, with or without cause (provided this is in accordance with applicable laws). Under no circumstances will any Employee ceasing to be an employee be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan which he or she might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise.

18. Effective Date.

This amendment and restatement of the Plan shall be effective May 12, 2011, the date of its adoption by the Board and approval of CBIZ shareholders at the 2011 Annual Meeting. The original effective date of the Plan was August 2, 2007.

19. Execution.

IN WITNESS WHEREOF, upon authorization of the Board of Directors, the undersigned has executed this amendment and restatement of the CBIZ, Inc. 2007 Employee Stock Purchase Plan this 12th day of May, 2011.

CBIZ, INC.

By: /s/ Michael W. Gleespen

Its: Corporate Secretary

Consent of Independent Registered Public Accounting Firm

The Board of Directors
CBIZ, Inc.:

We consent to the use of our reports with respect to the consolidated financial statements, the related financial statement schedule, and the effectiveness of internal control over financial reporting incorporated by reference herein.

/s/ KPMG LLP

Cleveland, Ohio
August 10, 2011