

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”), effective as of August 20, 2026, is made and entered into by and among CBIZ Benefits & Insurance Services, Inc. (“CBIZ”), and Albany Area Schools (“Client”).

RECITALS

A. CBIZ performed employee benefits consulting services for Client.

B. In consideration of the payment of the sum set forth below, Client shall indemnify and hold CBIZ harmless from any and all current or future claims arising from the matters described herein, including, but not limited to, claims for indemnification, professional fees, interest, or expenses.

C. To avoid the expenses and uncertainties of litigation and to resolve the disputes and differences between the parties in a private and confidential manner not subject to disclosure to any persons other than as expressly and specifically provided for herein, the parties desire to amicably resolve the disputes and differences between them by compromise and release as set forth herein.

AGREEMENT

Now, therefore, in consideration of the recitals, warranties, and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Nature and Effect of Agreement.** This Agreement is a full compromise and settlement of all disputes among CBIZ and Client according to the terms and conditions hereof. By executing this Agreement, the parties intend to and do hereby resolve and settle all disputes and differences arising from CBIZ’s provision of employee benefits consulting services to Client, more specifically related to incorrect premium amounts that were communicated to Client employees and the additional expense that will be incurred by employees enrolled as of October 1, 2025, for the 2025-26 and 2026-27 plan years.

2. **Payment by CBIZ.** CBIZ shall pay the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to Client upon CBIZ’s receipt of an executed copy of this Agreement.

3. **General Release and Indemnification.**

3.1. For the valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, Client hereby expressly releases and discharges CBIZ and its respective successors, assigns, agents, employees, former employees, directors, officers, subsidiary or parent corporations, and related entities from any and all rights, claims, causes of action, obligations, judgments, liens, costs, damages, losses, liabilities and demands pertaining to the Incident and expressly agrees to indemnify and hold harmless CBIZ from and against any claim, demand, damage, debt, liability, judgment, lien, or cause of action (including the payment of attorneys fees and costs actually incurred, whether or not litigation or any other proceeding is commenced) based upon or arising out of the Incident.

3.2. The parties hereto agree and acknowledge that each may hereafter discover facts different from or in addition to those it, he or she now knows or believes to be true with respect

to the matters contained in this Agreement and the claims released herein. The parties agree this Agreement shall be and will remain effective in all respects notwithstanding such different or additional facts.

4. **Non-disparagement.** The parties agree not to make negative or disparaging comments about each other, including but not limited to negative or disparaging comments on the internet and social media sites.

5. **Notice.** All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested) or sent by overnight delivery service or facsimile transmission to the parties at the following addresses and numbers or at such other addresses and numbers as shall be specified by the parties by like notice:

To CBIZ: General Counsel
 CBIZ Benefits & Insurance Services, Inc.
 700 West 47th Street, Suite 1100
 Kansas City, Missouri 64112

To Client: Albany Area Schools
 P.O. Box 40
 Albany, Minnesota 56307

6. **Agreement Not an Admission.** The Parties agree that nothing herein is an admission by any Party hereto of any wrongdoing.

7. **Advice of Attorneys.** Each party warrants and represents that in executing this Agreement, the party has relied upon legal advice from the attorneys of the party's choice; that the terms of this Agreement have been read and their consequences (including risks, complications and costs) completely explained to the party by those attorneys; and that the party fully understands the terms of this Agreement. Each party further acknowledges and represents that the party has executed this Agreement freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this Agreement.

8. **Binding on Successors, Heirs, Assigns.** This Agreement shall be binding upon the spouses, heirs, legatees, transferees, assigns, officers, directors, shareholders, representatives, employees and agents of the parties.

9. **Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements or understandings of the parties. Any amendment to this Agreement shall not be valid or binding unless in writing and executed by each of the parties hereto.

10. **Conflict With Applicable Law.** Should any portion of this Agreement be determined by a court of competent jurisdiction to be in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected thereby.

11. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to principles of conflicts of laws. The parties hereby irrevocably submit to the jurisdiction of the courts in the state of Minnesota (state or

federal) over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

12. Construction of Agreement.

12.1. For purposes of construction, this Agreement shall be deemed to have been drafted by all parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the Agreement.

12.2. The section above entitled "Recitals" is incorporated into and made part of this Agreement.

12.3. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

13. Execution. This Agreement may be executed in one or more counterparts (including multiple signature pages), all of which shall be deemed to be one instrument. True and correct copies may be used in lieu of the original.

WHEREFORE, the parties enter into this Agreement as of the date first set forth above.

CBIZ BENEFITS & INSURANCE SERVICES, INC.

Signature

Printed Name: Nancy M. Mellard
Title: Executive Vice President & General Counsel

ALBANY PUBLIC SCHOOLS

Signature

Printed Name: _____

Title: _____
An officer or Agent with Authority

Tax Identification Number: _____