

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form S-8

REGISTRATION STATEMENT

THE SECURITIES ACT OF 1933

PAYCHEX, INC.

(exact name of Registrant as specified in its charter)

DELAWARE
(State or other jurisdiction
of incorporation or organization)

911 Panorama Trail South
Rochester, New York
(Address of Principal Executive Offices)

16-1124166
(I.R.S. Employer
Identification No.)

14625
(Zip Code)

PAYCHEX, INC.
NON-QUALIFIED STOCK OPTION AGREEMENT
(Full title of the Plan)

John M. Morphy
Senior Vice President,
Chief Financial Officer and Secretary
Paychex, Inc.
911 Panorama Trail South

Rochester, New York 14625-2396
(585) 385-6666
(Name, address, including zip code, and telephone
number, including area code, of agent for service)

Copy to:
James M. Jenkins, Esq.
Harter, Secrest & Emery LLP
1600 Bausch & Lomb Place
Rochester, New York 14604-2711
(585) 232-6500

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee (2)
Common Stock \$.01 par value	550,000	\$39.64	\$21,802,000	\$2,566.10

(1) In addition, pursuant to Rule 416(c) under the Securities Act of 1933, this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the Plan described herein, including additional shares of common stock as may be issuable pursuant to anti-dilution provisions of the Plan.

(2) Inserted solely for the purpose of calculating the registration fee pursuant to Rule 457(h)(1). As instructed by Rule 457(h)(1) and estimated in accordance with Rule 457(c), based upon the average of the high and low prices for the Registrant's common stock in trading on The Nasdaq Stock Market on November 2, 2005.

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Part II
INFORMATION REQUIRED IN THE
REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference.

The following documents which have been filed by Paychex, Inc. (the "Registrant") with the Securities and Exchange Commission are incorporated herein by reference:

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended May 31, 2005 filed pursuant to Section 13 of the Securities Exchange Act of 1934, filed on July 22, 2005, including information incorporated by reference in the Form 10-K from the Registrant's definitive proxy statement for its 2005 Annual Meeting of Stockholders filed on August 31, 2005.
- (b) The Registrant's Current Reports on Form 8-K filed October 17, 2005, September 27, 2005, August 31, 2005, and July 11, 2005.
- (c) The Registrant's Quarterly Report on Form 10-Q for the quarterly period ended August 31, 2005, filed on September 27, 2005.
- (d) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form S-1 (Registration No. 2-85103) and in any amendment or report filed for the purpose of amending such description.

In addition, all documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold shall be deemed to be incorporated by reference herein and to be a part hereof from the date of the filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or in any subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration 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.

The General Corporation Law of Delaware (Section 102) allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or to any of its stockholders for monetary damage for a breach of his/her fiduciary duty as a director, except in the case where the director breached his/her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law, or obtained an improper personal benefit.

The following provision is contained in the Registrant's Certificate of Incorporation: "No director shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law, (iii) for paying a dividend or approving a stock repurchase which was illegal under Section 174 (or any successor section) of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. The foregoing provisions shall not eliminate or limit the liability of a director from any act or omission occurring prior to the date when such provisions become effective."

The General Corporation Law of Delaware (Section 145) gives Delaware corporations broad powers to indemnify their present and former directors and officers and those of affiliated corporations against expenses incurred in the defense of any lawsuit to which they are made parties by reason of being or having been such directors or officers, subject to specified conditions and exclusions; gives a director or officer who successfully defends an action the right to be so indemnified; and authorizes the Registrant to buy directors' and officers' liability insurance. Such indemnification is not exclusive of any other right to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or otherwise.

The Registrant's Certificate of Incorporation provides for indemnification to the fullest extent authorized by Section 145 of the General Corporation Law of Delaware for directors, officers and employees of the Registrant and also to persons who are serving at the request of the Registrant as directors, officers or employees of other corporations (including subsidiaries); provided that, with respect to proceedings initiated by such indemnitee, indemnification shall be provided only if such proceedings were authorized by the Board of Directors. The right of indemnification is not exclusive of any other right which any person may acquire under any statute, bylaw, agreement, contract, vote of stockholders or otherwise.

The Registrant has entered into Indemnity Agreements with each of its officers and directors. The agreement alters or clarifies the statutory indemnity in the following respects: (i) indemnity is explicitly provided for settlements in derivative actions, (ii) the Registrant is

obligated to advance a director's or officer's expenses of defending an action against him/her if the director or officer undertakes to repay such advances if he/she is ultimately found not to be entitled to indemnification or he/she is otherwise reimbursed for the expenses, (iii) indemnification is mandatory unless a determination is made that the director or officer has not met the required standard, (iv) the director or officer is permitted to petition a court to determine whether his/her actions met the standards required and the burden is placed on the Registrant to prove that the director's or officer's conduct did not meet the required standard, and (v) partial indemnification is permitted in the event that the director or officer is not entitled to full indemnification.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

See Exhibit Index.

Item 9. Undertakings.

(a) 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 of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, 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.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining liability under the Securities Act of 1933, each filing of the Registrant's Annual Report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new Registration Statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions of this Registration Statement, 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 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 Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all 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 Rochester, State of New York, on the 8th day of November, 2005.

PAYCHEX, INC.

By: /s/ John M. Morphy
John M. Morphy,
Senior Vice President, Chief Financial
Officer and Secretary

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities indicated on November 8, 2005.

/s/ Jonathan J. Judge
Jonathan J. Judge

President and
Chief Executive Officer,
and Director
(Principal Executive Officer)

/s/ John M. Morphy
John M. Morphy

Senior Vice President, Chief
Financial Officer and Secretary
(Principal Financial
and Principal Accounting Officer)

*
B. Thomas Golisano

Chairman of the Board

*
David J. S. Flaschen

Director

*
Phillip Horsley

Director

*
Grant M. Inman

Director

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_____*_____
J. Robert Sebo Director

_____*_____
Joseph M. Tucci Director

* By: /s/ John M. Morphy John M. Morphy, as Attorney-in-fact

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>	<u>Location</u>
4-1	Paychex, Inc. Non-Qualified Stock Option Agreement	Filed Herewith
4-2	Employment Agreement with Jonathan J. Judge	Incorporated by reference to Exhibit 10.1 to Registrant's report on Form 8-K filed on October 4, 2004.
5-1	Legal Opinion of Harter, Secrest & Emery LLP	Filed Herewith
23-1	Consent of Harter, Secrest & Emery LLP	Contained in opinion filed as Exhibit 5-1 to this Registration Statement
23-2	Consent of Ernst & Young LLP	Filed Herewith
24-1	Power of Attorney	Filed Herewith

See also the Company's Employment Agreement with Mr. Judge, referenced as Exhibit 4-2 in the Exhibit Index for this filing.

PAYCHEX, INC.
NON-QUALIFIED STOCK OPTION AGREEMENT

This Agreement is made as of October 1, 2004, between Paychex, Inc. (the "Company") and Jonathan J. Judge (the "Optionee") to record the granting of a non-qualified stock option.

Award of Option

The Company hereby grants to the Optionee the option to purchase 550,000 shares of Paychex, Inc. common stock at the price of \$30.68 per share. While this grant is not being made under the 2002 Stock Incentive Plan (including amendments), the terms and conditions regarding option grants under the 2002 Stock Incentive Plan will apply to this Agreement. In the event that any term of this Agreement is in conflict with the terms of the 2002 Stock Incentive Plan, as amended, the terms of the 2002 Stock Incentive Plan shall govern.

Vesting of Option

The option shall vest 33 1/3% on each of the second, third and fourth anniversaries of the Effective Date as such term is defined in the Employment Agreement dated as of October 1, 2004, by and between Optionee and Company (the "Employment Agreement"), unless accelerated as provided in the Employment Agreement.

Exercise of Option

On the date of any exercise, a cash payment of the exercise price and related withholding taxes is due in full to the Company or its designated agent. This payment may be made by instructing a third party broker to sell all or a portion of the shares acquired upon exercise and to remit directly to the Company the payment due for the exercise price and withholding taxes. The Company reserves the right to require the exercise transaction to be completed through its designated agent.

If the option is exercised by any person other than the Optionee, evidence satisfactory to the Company that the person has the right to exercise the option must be furnished.

Upon the due exercise of the option, there shall be issued to the Optionee and delivered to him/her one or more certificates representing the shares so purchased. The Optionee acknowledges that he/she will have no rights as a stockholder in respect to shares under this option until the option is duly exercised and certificates are issued.

Withholding of Taxes

By exercise of the option, the Optionee agrees to pay to the Company all Federal, State and Local taxes required to be withheld. The shares purchased under this option will not be released to the Optionee until all required taxes have been paid to the Company. Withholding of shares for payment of tax withholdings is not permitted for any reason.

Expiration of Option

The option will expire on September 30, 2014 (the "Expiration Date") unless the Optionee dies while the option is exercisable.

Termination of Employment and Option Cancellation

If the Optionee's employment is terminated due to any reason other than death, disability or for "Cause", the option may be exercised within one year of the date of termination but not later than Expiration Date. Notwithstanding the foregoing, if the Optionee's employment is terminated for "Cause" or the Optionee engages in an act after termination that would have permitted the Company to terminate the Executive for "Cause", the Optionee will forfeit all rights under the option.

For purposes of this Agreement, "Cause" means: (i) conduct which is determined by the Committee to have been knowingly fraudulent, deliberately dishonest, disloyal or willful misconduct, or if the Optionee engages in such conduct (including violation of any agreement with the Company) after termination; or (ii) such act, omission or event that constitutes "Cause" as such term is defined in the Employment Agreement.

In addition, if at any time the Company determines that the Optionee has breached or threatened to breach any of his/her obligations under the Confidential Information and Non-Solicitation Agreement signed by him/her or any other announced policy of the Company, the Company may suspend his/her right to exercise the option and/or may declare the option forfeited.

Retirement of Optionee

If the Optionee's employment is terminated due to retirement, the option may be exercised within three years of the date of retirement but not later than the Expiration Date.

For this purpose, "retirement" means retirement from the Company at age 55 or later with 10 or more years of employment (full-time or part-time) with the Company.

Death of Optionee

If the Optionee dies while an employee of the Company, the portion of the option unexercised at the date of death may be exercised by the person entitled to do so by will or the laws of descent and distribution. The option may be exercised within three years of the Optionee's date of death. However, in no event can the option be exercised after the later of the Expiration Date or one year after the date of the Optionee's death.

Disability of Optionee

If the Optionee's employment is terminated due to disability, the option may be exercised within three years of the Optionee's termination but not later than the Expiration Date.

For this purpose, "disability" means a condition whereby the option holder is unable to perform the essential functions of his/her position with reasonable accommodations by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted for a continuous period of not less than 6 months, as all verified by a physician acceptable to, or selected by, the Company.

No Agreement of Continued Employment

This Agreement will not limit or restrict the Company's rights to terminate the Optionee's employment nor obligate the Company to employ the Optionee. By accepting this, Optionee acknowledges that this agreement will not be construed as being an employment contract or as giving the Optionee any right to continued employment or to compensation if his/her employment is terminated.

Prohibition Against Transfer

This option is transferable by the Optionee, in whole or in part, only to members of Optionee's immediate family or to a trust or other entity of which such members are sole beneficiaries ("permitted entity"), and shall not be otherwise transferable except by will or by the laws of descent and distribution. The option is exercisable during the Optionee's lifetime only by Optionee and any member of Optionee's immediate family or permitted entity to whom the option (or any part thereof) is assigned.

Except as stated above, the option may not be assigned, transferred, pledged or hypothecated, will not be assignable by operation of law, and will not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other distribution of the option contrary to this Agreement, or the levy of an execution, attachment or similar process upon the option, will be null and void.

Transfer Restriction on Shares

The shares issued upon the exercise of the option may not be transferred other than in compliance with state and federal securities laws, and the certificate(s) representing common stock acquired on exercise of this option may bear a restrictive legend requiring such compliance.

Adjustment of Shares

If there is any change in the common stock of the Company by reason of the declaration of stock dividends or through recapitalization resulting in stock splits or combinations or exchanges of shares or otherwise, the number of shares subject to this option and the purchase price per share may be appropriately adjusted by the Company. Any such adjustment shall be final and binding on the Optionee.

Employment By or Services to Parent or Subsidiary

For purposes of this Agreement, employment by a parent or subsidiary of the Company, as defined in Section 424 of the Internal Revenue Code, will be considered employment by the Company.

Plan Incorporated by Reference

By exercise of this option, the Optionee agrees to be bound by all of the terms and provisions of the 2002 Stock Incentive Plan which is incorporated herein by reference. A copy of the Plan may be obtained from the Office of the Corporate Secretary.

IN WITNESS WHEREOF, the Company and the Optionee have caused this Non-Qualified Stock Option Agreement to be executed as of the date first written above.

Paychex, Inc.

By: /s/ John M. Morphy

Optionee

/s/ Jonathan J. Judge
Jonathan J. Judge

1600 Bausch & Lomb Place
Rochester, New York 14604-2711
(585) 232-6500
Fax: (585) 232-2152
November 7, 2005

Paychex, Inc.
911 Panorama Trail South
Rochester, New York 14625

Ladies and Gentlemen:

We have acted as counsel to Paychex, Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-8 (the "Registration Statement") to be filed by the Company on November 7, 2005 with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), for the purpose of registering with the Commission the issuance and sale of up to 550,000 shares of Common Stock of the Company, par value \$.01 per share (the "Common Stock"), pursuant to a non-qualified stock option grant to Jonathan J. Judge (the "Option Grant").

This opinion is being delivered to you in connection with the Registration Statement.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of all such records of the Company and all such agreements, certificates of public officials, certificates of officers or other representatives of the Company, and such other documents, certificates and corporate or other records as we have deemed necessary or appropriate as a basis for the opinions set forth herein, including (i) the Amended Certificate of Incorporation of the Company, (ii) the Bylaws of the Company, as amended to the date hereof, and (iii) the Option Grant. As to questions of fact material to our opinions expressed herein, we have, when relevant facts were not independently established, relied upon certificates of, and information received from, the Company and/or representatives of the Company. We have made no independent investigation of the facts stated in such certificates or as to any information received from the Company and/or representatives of the Company and do not opine as to the accuracy of such factual matters. We also have relied, without investigation, upon certificates and other documents from public officials.

Members of our firm involved in the preparation of this opinion are licensed to practice law in the State of New York and we do not purport to be experts on, or to express any opinion herein concerning, the laws of any jurisdiction other than the laws of the State of New York and the General Corporation Law of the State of Delaware.

Based upon and subject to the foregoing, and the other qualifications and limitations contained herein, and after (a) the above-referenced Registration Statement has become effective under the Securities Act and assuming that such effectiveness remains in effect throughout the period during which shares of Common Stock are offered and sold pursuant to the Option Grant, (b) the shares of Common Stock to be offered and sold pursuant to the Option Grant have, if required, been duly qualified or registered, as the case may be, for sale under applicable securities laws and all applicable securities laws are complied with, (c) all necessary action by the Board of Directors of the Company shall have been taken to duly authorize the offer, issuance and sale of Common Stock to be offered and sold pursuant to the Option Grant, and (d) the shares of Common Stock to be offered and sold pursuant to the Option Grant have been delivered pursuant to and in accordance with the terms of the Option Grant and related agreements and instruments, we are of the opinion that the 550,000 shares of Common Stock to be offered and sold pursuant to the Option Grant that are covered by this Registration Statement will, when issued against receipt of the consideration to be received with respect to such shares, have been duly authorized, validly issued, fully paid and non-assessable.

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 in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

This opinion is intended solely for your benefit in connection with the transactions described above and, except as provided in the immediately preceding paragraph, may not be otherwise communicated to, reproduced, filed publicly or relied upon by, any other person or entity for any other purpose without our express prior written consent. This opinion is limited to the matters stated herein, and no opinion or belief is implied or may be inferred beyond the matters expressly stated herein. The opinions expressed herein are rendered as of the date hereof, and we disclaim any undertaking to advise you of changes in law or fact that may affect the continued correctness of any of our opinions as of a later date.

Very truly yours,

/s/ Harter, Secrest & Emery LLP

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Paychex, Inc. Non-Qualified Stock Option Agreement of Paychex, Inc. of our reports dated July 8, 2005, with respect to the consolidated financial statements and schedule of Paychex, Inc. included in its Annual Report (Form 10-K) for the year ended May 31, 2005, Paychex, Inc.'s management's assessment of the effectiveness of internal control over financial reporting, and the effectiveness of internal control over financial reporting of Paychex, Inc. filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

November 7, 2005
Cleveland, Ohio

PAYCHEX, INC.
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned director of Paychex, Inc., a Delaware corporation (the "Corporation"), does hereby make, constitute and appoint and John M. Morphy and each or any one of them, the undersigned's true and lawful attorneys-in-fact, with full power of substitution, for the undersigned and in the undersigned's name place and stead, to sign and affix the undersigned's name as director of the Corporation to the Registration Statements on Form S-8, and all amendments, including post-effective amendments, thereto, to be filed by the Corporation with the Securities and Exchange Commission (the "SEC") in connection with the registration of 550,000 shares of the Corporation's \$0.01 par value per share common stock under the Securities Act of 1933, as amended, of securities of the Corporation, including, but not limited to, securities to be offered by the Corporation to its employee, Jonathan J. Judge, and to file the same, with all exhibits thereto and other supporting documents, with the SEC.

IN WITNESS WHEREOF, the undersigned have executed this power of attorney as director of the Corporation on this 12^h day of October 2005.

/s/ B. Thomas Golisano
B. Thomas Golisano

/s/ David J. S. Flaschen
David J. S. Flaschen

/s/ Phillip Horsley
Phillip Horsley

/s/ Grant M. Inman
Grant M. Inman

/s/ J. Robert Sebo
J. Robert Sebo

/s/ Joseph M. Tucci
Joseph M. Tucci