

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended February 29, 2012

Commission file number 0-11330

PAYCHEX, INC.

911 Panorama Trail South
Rochester, New York 14625-2396
(585) 385-6666
A Delaware Corporation

IRS Employer Identification Number: 16-1124166

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Common Stock, \$0.01 Par Value
CLASS

362,544,307 Shares
OUTSTANDING AS OF FEBRUARY 29, 2012

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

PAYCHEX, INC.
CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)
 In millions, except per share amounts

	For the three months ended		For the nine months ended	
	February 29, 2012	February 28, 2011	February 29, 2012	February 28, 2011
Revenue:				
Total service revenue	\$ 558.5	\$ 519.6	\$ 1,645.5	\$ 1,525.8
Interest on funds held for clients	11.0	11.7	32.8	35.8
Total revenue	569.5	531.3	1,678.3	1,561.6
Expenses:				
Operating expenses	177.1	166.6	509.3	485.8
Selling, general and administrative expenses	182.0	165.8	511.0	472.2
Total expenses	359.1	332.4	1,020.3	958.0
Operating income	210.4	198.9	658.0	603.6
Investment income, net	1.6	1.5	4.6	4.4
Income before income taxes	212.0	200.4	662.6	608.0
Income taxes	76.6	69.8	237.9	211.6
Net income	\$ 135.4	\$ 130.6	\$ 424.7	\$ 396.4
Basic earnings per share	\$ 0.37	\$ 0.36	\$ 1.17	\$ 1.10
Diluted earnings per share	\$ 0.37	\$ 0.36	\$ 1.17	\$ 1.09
Weighted-average common shares outstanding	362.5	361.8	362.4	361.7
Weighted-average common shares outstanding, assuming dilution	363.1	362.6	362.9	362.2
Cash dividends per common share	\$ 0.32	\$ 0.31	\$ 0.95	\$ 0.93

See Notes to Consolidated Financial Statements.

PAYCHEX, INC.
CONSOLIDATED BALANCE SHEETS (UNAUDITED)
In millions, except per share amount

	February 29, 2012	May 31, 2011
ASSETS		
Cash and cash equivalents	\$ 146.5	\$ 119.0
Corporate investments	356.8	345.0
Interest receivable	21.5	29.4
Accounts receivable, net of allowance for doubtful accounts	135.8	161.1
Deferred income taxes	8.6	5.9
Prepaid income taxes	—	1.4
Prepaid expenses and other current assets	36.0	29.4
Current assets before funds held for clients	705.2	691.2
Funds held for clients	4,167.0	3,566.7
Total current assets	4,872.2	4,257.9
Long-term corporate investments	295.4	207.3
Property and equipment, net of accumulated depreciation	316.8	308.7
Intangible assets, net of accumulated amortization	61.2	77.2
Goodwill	518.1	513.7
Deferred income taxes	28.0	25.4
Other long-term assets	3.2	3.6
Total assets	\$ 6,094.9	\$5,393.8
LIABILITIES		
Accounts payable	\$ 46.0	\$ 45.4
Accrued compensation and related items	145.4	172.5
Deferred revenue	3.4	3.0
Accrued income taxes	17.1	—
Deferred income taxes	16.1	14.9
Other current liabilities	35.0	38.6
Current liabilities before client fund obligations	263.0	274.4
Client fund obligations	4,109.4	3,513.9
Total current liabilities	4,372.4	3,788.3
Accrued income taxes	35.4	34.1
Deferred income taxes	40.2	23.1
Other long-term liabilities	51.5	52.1
Total liabilities	4,499.5	3,897.6
COMMITMENTS AND CONTINGENCIES – NOTE H		
STOCKHOLDERS' EQUITY		
Common stock, \$0.01 par value; Authorized: 600.0 shares; Issued and outstanding: 362.5 shares as of February 29, 2012 and 362.1 shares as of May 31, 2011, respectively.	3.6	3.6
Additional paid-in capital	553.7	535.6
Retained earnings	995.0	919.5
Accumulated other comprehensive income	43.1	37.5
Total stockholders' equity	1,595.4	1,496.2
Total liabilities and stockholders' equity	\$ 6,094.9	\$5,393.8

See Notes to Consolidated Financial Statements.

PAYCHEX, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
In millions

	For the nine months ended	
	February 29, 2012	February 28, 2011
OPERATING ACTIVITIES		
Net income	\$ 424.7	\$ 396.4
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization on property and equipment and intangible assets	72.9	64.3
Amortization of premiums and discounts on available-for-sale securities	31.3	28.9
Stock-based compensation costs	17.6	18.8
Provision for deferred income taxes	5.2	7.4
Provision for allowance for doubtful accounts	0.6	0.9
Net realized gains on sales of available-for-sale securities	(0.6)	(0.4)
Changes in operating assets and liabilities:		
Interest receivable	7.9	6.9
Accounts receivable	24.8	43.0
Prepaid expenses and other current assets	(4.6)	3.7
Accounts payable and other current liabilities	(18.2)	(21.4)
Net change in other assets and liabilities	1.0	4.4
Net cash provided by operating activities	562.6	552.9
INVESTING ACTIVITIES		
Purchases of available-for-sale securities	(7,636.2)	(4,761.4)
Proceeds from sales and maturities of available-for-sale securities	6,732.3	4,284.7
Net change in funds held for clients' money market securities and other cash equivalents	182.1	(195.2)
Purchases of property and equipment	(62.5)	(79.0)
Acquisition of businesses, net of cash acquired	(6.0)	(115.3)
Purchases of other assets	(0.9)	(3.1)
Net cash used in investing activities	(791.2)	(869.3)
FINANCING ACTIVITIES		
Net change in client fund obligations	595.5	599.5
Dividends paid	(344.3)	(336.4)
Proceeds from exercise and excess tax benefit related to stock-based awards	4.9	5.0
Net cash provided by financing activities	256.1	268.1
Increase/(decrease) in cash and cash equivalents	27.5	(48.3)
Cash and cash equivalents, beginning of period	119.0	284.3
Cash and cash equivalents, end of period	\$ 146.5	\$ 236.0

See Notes to Consolidated Financial Statements.

PAYCHEX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
February 29, 2012

Note A: Description of Business and Significant Accounting Policies

Description of business: Paychex, Inc. and its wholly owned subsidiaries (collectively, the “Company” or “Paychex”) is a leading provider of payroll, human resource, and benefits outsourcing solutions for small- to medium-sized businesses in the United States (“U.S.”). The Company also has a subsidiary in Germany.

Paychex, a Delaware corporation formed in 1979, reports as one segment. Substantially all of the Company’s revenue is generated within the U.S. The Company also generates revenue within Germany, which was less than one percent of its total revenue for both the nine months ended February 29, 2012 and February 28, 2011. Long-lived assets in Germany are insignificant in relation to total long-lived assets of the Company as of February 29, 2012 and May 31, 2011.

Basis of presentation: The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) for interim financial information and with the instructions to the Quarterly Report on Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statement presentation. The consolidated financial statements include the consolidated accounts of the Company with all significant intercompany transactions eliminated. In the opinion of management, the information furnished herein reflects all adjustments (consisting of items of a normal recurring nature), which are necessary for a fair presentation of the results for the interim period. These financial statements should be read in conjunction with the Company’s consolidated financial statements and related Notes to Consolidated Financial Statements presented in the Company’s Annual Report on Form 10-K (“Form 10-K”) as of and for the year ended May 31, 2011 (“fiscal 2011”). Operating results and cash flows for the nine months ended February 29, 2012 are not necessarily indicative of the results that may be expected for other interim periods or the full fiscal year ending May 31, 2012 (“fiscal 2012”). The Company has evaluated subsequent events for potential recognition and/or disclosure through the date of issuance of these financial statements.

PEO revenue recognition: Professional Employer Organization (“PEO”) revenue is included in service revenue and is reported net of direct costs billed and incurred which include wages, taxes, benefit premiums, and claims of PEO worksite employees. Direct costs billed and incurred were \$863.9 million and \$1.1 billion for the three months ended February 29, 2012 and February 28, 2011, respectively, and \$2.6 billion and \$3.0 billion for the nine months ended February 29, 2012 and February 28, 2011, respectively.

PEO workers’ compensation insurance: Workers’ compensation insurance for PEO worksite employees is provided under a deductible workers’ compensation policy with a national insurance company. Reserves are established to provide for the estimated costs of paying claims underwritten by the Company. The Company’s maximum individual claims liability is \$1.0 million under both its fiscal 2012 and fiscal 2011 policies. As of February 29, 2012 and May 31, 2011, the Company had current liabilities of \$6.6 million and \$7.3 million, respectively, and long-term liabilities of \$17.9 million and \$20.6 million, respectively, on its Consolidated Balance Sheets for PEO workers’ compensation costs.

Note A: Description of Business and Significant Accounting Policies — continued

Estimating the ultimate cost of future claims is an uncertain and complex process based upon historical loss experience and actuarial loss projections, and is subject to change due to multiple factors, including economic trends, changes in legal liability law, and damage awards, all of which could materially impact the reserves as reported. Adjustments to previously established reserves are reflected in the results of operations for the period in which the adjustment is identified. Such adjustments could be significant, reflecting any combination of new and adverse or favorable trends.

Stock-based compensation costs: The Company has issued stock-based awards to employees and directors consisting of stock options, restricted stock awards, restricted stock units, performance shares, and performance stock options. The Company accounts for all stock-based awards to employees and directors as compensation costs in the consolidated financial statements based on the fair value measured as of the date of grant. These costs are recognized as an expense in the Consolidated Statements of Income over the requisite service period and increase additional paid-in capital. Stock-based compensation costs recognized were \$5.7 million and \$17.6 million for the three and nine months ended February 29, 2012, as compared with \$5.3 million and \$18.8 million for the three and nine months ended February 28, 2011. The methods and assumptions used in the determination of the fair value of stock-based awards are consistent with those described in the Company's fiscal 2011 Form 10-K.

Recently adopted accounting pronouncements: Effective June 1, 2011, the Company adopted the following Financial Accounting Standards Board ("FASB") authoritative guidance, none of which had a material impact on its consolidated financial statements:

- Guidance on the timing and method required to perform certain steps of the periodic goodwill impairment test for public entities that may have reporting units with zero or negative carrying amounts;
- Guidance to clarify the reporting of pro forma financial information related to business combinations of public entities and to expand certain supplemental pro forma disclosures;
- Guidance for arrangements with multiple deliverables that are outside the scope of the software revenue recognition guidance; and
- Guidance eliminating tangible products containing both software and non-software components that operate together to deliver a product's functionality from the scope of current GAAP for software.

Recently issued accounting pronouncements: In September 2011, the FASB issued updated guidance on the periodic testing of goodwill for impairment. This guidance will allow companies to assess qualitative factors to determine if it is more-likely-than-not that goodwill might be impaired and whether it is necessary to perform the two-step goodwill impairment test required under current accounting standards. This guidance is applicable for fiscal years beginning after December 15, 2011, with early adoption permitted, and is applicable to the Company's fiscal year beginning June 1, 2012. The Company is currently evaluating this guidance, but does not expect its adoption will have a material effect on its consolidated financial statements.

Note A: Description of Business and Significant Accounting Policies — continued

Other recent authoritative guidance issued by the FASB (including technical corrections to the Codification), the American Institute of Certified Public Accountants, and the Securities and Exchange Commission did not, or are not expected to have a material effect on the Company's consolidated financial statements.

Note B: Basic and Diluted Earnings Per Share

Basic and diluted earnings per share were calculated as follows:

In millions, except per share amounts	For the three months ended		For the nine months ended	
	February 29, 2012	February 28, 2011	February 29, 2012	February 28, 2011
Basic earnings per share:				
Net income	\$ 135.4	\$ 130.6	\$ 424.7	\$ 396.4
Weighted-average common shares outstanding	362.5	361.8	362.4	361.7
Basic earnings per share	\$ 0.37	\$ 0.36	\$ 1.17	\$ 1.10
Diluted earnings per share:				
Net income	\$ 135.4	\$ 130.6	\$ 424.7	\$ 396.4
Weighted-average common shares outstanding	362.5	361.8	362.4	361.7
Dilutive effect of common share equivalents at average market price	0.6	0.8	0.5	0.5
Weighted-average common shares outstanding, assuming dilution	363.1	362.6	362.9	362.2
Diluted earnings per share	\$ 0.37	\$ 0.36	\$ 1.17	\$ 1.09
Weighted-average anti-dilutive common share equivalents	8.9	9.4	10.3	12.3

Weighted-average common share equivalents that have an anti-dilutive impact are excluded from the computation of diluted earnings per share.

For the three and nine months ended February 29, 2012, 0.1 million shares and 0.4 million shares, respectively, of the Company's common stock were issued related to exercises or vesting of stock-based awards, compared with 0.2 million shares and 0.4 million shares, respectively, for the three and nine months ended February 28, 2011.

Note C: Funds Held for Clients and Corporate Investments

Funds held for clients and corporate investments consisted of the following:

In millions	February 29, 2012			
	Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
Type of issue:				
Money market securities and other cash equivalents	\$1,190.8	\$ —	\$ —	\$1,190.8
Available-for-sale securities:				
General obligation municipal bonds	1,056.7	43.2	(0.1)	1,099.8
Pre-refunded municipal bonds ⁽¹⁾	355.9	9.8	—	365.7
Revenue municipal bonds	401.2	15.2	—	416.4
Variable rate demand notes	1,737.2	—	—	1,737.2
Total available-for-sale securities	3,551.0	68.2	(0.1)	3,619.1
Other	8.7	0.6	—	9.3
Total funds held for clients and corporate investments	<u>\$4,750.5</u>	<u>\$ 68.8</u>	<u>\$ (0.1)</u>	<u>\$4,819.2</u>

In millions	May 31, 2011			
	Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair Value
Type of issue:				
Money market securities and other cash equivalents	\$1,372.9	\$ —	\$ —	\$1,372.9
Available-for-sale securities:				
General obligation municipal bonds	1,017.5	33.1	(0.1)	1,050.5
Pre-refunded municipal bonds ⁽¹⁾	470.5	14.2	—	484.7
Revenue municipal bonds	361.6	12.1	—	373.7
Variable rate demand notes	828.3	—	—	828.3
Total available-for-sale securities	2,677.9	59.4	(0.1)	2,737.2
Other	8.3	0.6	—	8.9
Total funds held for clients and corporate investments	<u>\$4,059.1</u>	<u>\$ 60.0</u>	<u>\$ (0.1)</u>	<u>\$4,119.0</u>

⁽¹⁾ Pre-refunded municipal bonds are secured by an escrow fund of U.S. government obligations.

Note C: Funds Held for Clients and Corporate Investments — continued

Money market securities and other cash equivalents as of February 29, 2012 and May 31, 2011 include money market funds, U.S. agency discount notes, FDIC-insured deposit accounts, and other bank demand deposit accounts. In addition, included in other cash equivalents as of May 31, 2011 was a municipal bond with a maturity of less than 90 days when acquired. Within bank demand deposit accounts for funds held for clients, the Company maintained \$16.9 million as of February 29, 2012 and \$16.7 million as of May 31, 2011 in a separately designated account for tax obligations of a partner's clients.

Classification of investments on the Consolidated Balance Sheets is as follows:

<u>In millions</u>	<u>February 29, 2012</u>	<u>May 31, 2011</u>
Funds held for clients	\$ 4,167.0	\$3,566.7
Corporate investments	356.8	345.0
Long-term corporate investments	<u>295.4</u>	<u>207.3</u>
Total funds held for clients and corporate investments	<u>\$ 4,819.2</u>	<u>\$4,119.0</u>

The Company's available-for-sale securities reflected a net unrealized gain of \$68.1 million as of February 29, 2012 compared with a net unrealized gain of \$59.3 million as of May 31, 2011. Included in the net unrealized gain as of February 29, 2012 and May 31, 2011, respectively, there were 6 and 15 available-for-sale securities in an unrealized loss position. The securities in an unrealized loss position, all of which were in a loss position for less than twelve consecutive months, were as follows:

<u>In millions</u>	<u>February 29, 2012</u>		<u>May 31, 2011</u>	
	<u>Gross unrealized losses</u>	<u>Fair value</u>	<u>Gross unrealized losses</u>	<u>Fair value</u>
Type of issue:				
General obligation municipal bonds	\$ (0.1)	\$21.8	\$ (0.1)	\$37.3
Revenue municipal bonds	<u>—</u>	<u>2.4</u>	<u>—</u>	<u>14.4</u>
Total	<u>\$ (0.1)</u>	<u>\$24.2</u>	<u>\$ (0.1)</u>	<u>\$51.7</u>

Note C: Funds Held for Clients and Corporate Investments — continued

The Company regularly reviews its investment portfolios to determine if any investment is other-than-temporarily impaired due to changes in credit risk or other potential valuation concerns. The Company believes that the investments it held as of February 29, 2012, that had unrealized losses of \$0.1 million, were not other-than-temporarily impaired. The Company believes that it is probable that the principal and interest will be collected in accordance with the contractual terms, and that the unrealized losses on these securities were due to changes in interest rates, and were not due to increased credit risk or other valuation concerns. All of the securities in an unrealized loss position as of February 29, 2012 and May 31, 2011 held an AA rating or better. The Company intends to hold these investments until the recovery of their amortized cost basis or maturity and it is more likely than not that the Company will not be required to sell these investments prior to that time. The Company's assessment that an investment is not other-than-temporarily impaired could change in the future due to new developments or changes in the Company's strategies or assumptions related to any particular investment.

Realized gains and losses on the sales of securities are determined by specific identification of the amortized cost basis of each security. On the Consolidated Statements of Income, realized gains and losses from funds held for clients are included in interest on funds held for clients and realized gains and losses from corporate investments are included in investment income, net. Realized gains were \$0.4 million and \$0.6 million for the three and nine months ended February 29, 2012. This compares to realized gains of \$0.1 million and \$0.4 million for the three and nine months ended February 28, 2011. There were no gross realized losses during the related periods.

The amortized cost and fair value of available-for-sale securities that had stated maturities as of February 29, 2012 are shown below by contractual maturity. Expected maturities can differ from contractual maturities because borrowers may have the right to prepay obligations without prepayment penalties.

<u>In millions</u>	<u>February 29, 2012</u>	
	<u>Amortized cost</u>	<u>Fair value</u>
Maturity date:		
Due in one year or less	\$ 317.5	\$ 321.1
Due after one year through three years	604.9	627.8
Due after three years through five years	617.1	647.8
Due after five years	<u>2,011.5</u>	<u>2,022.4</u>
Total	<u>\$3,551.0</u>	<u>\$3,619.1</u>

Variable rate demand notes are primarily categorized as due after five years in the table above as the contractual maturities on these securities are typically 20 to 30 years. Although these securities are issued as long-term securities, they are priced and traded as short-term instruments because of the liquidity provided through the tender feature.

Note D: Fair Value Measurements

The carrying values of cash and cash equivalents, accounts receivable, net of allowance for doubtful accounts, and accounts payable approximate fair value due to the short maturities of these instruments. Marketable securities included in funds held for clients and corporate investments consist primarily of securities classified as available-for-sale and are recorded at fair value on a recurring basis.

The accounting standards related to fair value measurements include a hierarchy for information and valuations used in measuring fair value that is broken down into three levels based on reliability, as follows:

- Level 1 valuations are based on quoted prices in active markets for identical instruments that the Company has the ability to access.
- Level 2 valuations are based on quoted prices for similar, but not identical, instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; or other significant observable inputs besides quoted prices.
- Level 3 valuations are based on information that is unobservable and significant to the overall fair value measurement.

The Company's financial assets and liabilities measured at fair value on a recurring basis were as follows:

In millions	February 29, 2012			
	Carrying value (Fair value)	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets:				
Available-for-sale securities:				
General obligation municipal bonds	\$ 1,099.8	\$ —	\$1,099.8	\$ —
Pre-refunded municipal bonds	365.7	—	365.7	—
Revenue municipal bonds	416.4	—	416.4	—
Variable rate demand notes	<u>1,737.2</u>	<u>—</u>	<u>1,737.2</u>	<u>—</u>
Total available-for-sale securities	\$ 3,619.1	\$ —	\$3,619.1	\$ —
Other securities	\$ 9.3	\$ 9.3	\$ —	\$ —
Liabilities:				
Other long-term liabilities	\$ 9.3	\$ 9.3	\$ —	\$ —

Note D: Fair Value Measurements — continued

<u>In millions</u>	May 31, 2011			
	Carrying value (Fair value)	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets:				
Available-for-sale securities:				
General obligation municipal bonds	\$ 1,050.5	\$ —	\$1,050.5	\$ —
Pre-refunded municipal bonds	484.7	—	484.7	—
Revenue municipal bonds	373.7	—	373.7	—
Variable rate demand notes	828.3	—	828.3	—
Total available-for-sale securities	<u>\$ 2,737.2</u>	<u>\$ —</u>	<u>\$2,737.2</u>	<u>\$ —</u>
Other securities	\$ 8.9	\$ 8.9	\$ —	\$ —
Liabilities:				
Other long-term liabilities	\$ 8.9	\$ 8.9	\$ —	\$ —

In determining the fair value of its assets and liabilities, the Company predominately uses the market approach. In determining the fair value of its available-for-sale securities, the Company utilizes the Interactive Data Pricing service. Other securities are mutual fund investments, consisting of participants' eligible deferral contributions under the Company's non-qualified and unfunded deferred compensation plans. The related liability is reported as other long-term liabilities. The mutual funds are valued based on quoted market prices in active markets.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Note E: Property and Equipment, Net of Accumulated Depreciation

The components of property and equipment, at cost, consisted of the following:

<u>In millions</u>	February 29, 2012	May 31, 2011
Land and improvements	\$ 7.0	\$ 7.0
Buildings and improvements	95.7	95.2
Data processing equipment	212.1	204.6
Software	254.2	231.2
Furniture, fixtures, and equipment	155.4	152.0
Leasehold improvements	97.9	93.3
Construction in progress	<u>24.2</u>	<u>20.9</u>
Total property and equipment, gross	846.5	804.2
Less: Accumulated depreciation and amortization	<u>529.7</u>	<u>495.5</u>
Property and equipment, net of accumulated depreciation	<u>\$ 316.8</u>	<u>\$308.7</u>

Note E: Property and Equipment, Net of Accumulated Depreciation —continued

Depreciation expense was \$18.8 million and \$55.7 million for the three and nine months ended February 29, 2012, respectively, as compared with \$17.4 million and \$49.6 million for the three and nine months ended February 28, 2011, respectively.

Note F: Goodwill and Intangible Assets, Net of Accumulated Amortization

The Company had goodwill balances on its Consolidated Balance Sheets of \$518.1 million as of February 29, 2012 and \$513.7 million as of May 31, 2011. The increase in the goodwill balance is due to an immaterial business acquisition.

The Company has certain intangible assets with finite lives. The components of intangible assets, at cost, consisted of the following:

<u>In millions</u>	<u>February 29, 2012</u>	<u>May 31, 2011</u>
Client lists	\$ 223.3	\$223.4
Other intangible assets	2.0	2.0
Total intangible assets, gross	225.3	225.4
Less: Accumulated amortization	164.1	148.2
Intangible assets, net of accumulated amortization	<u>\$ 61.2</u>	<u>\$ 77.2</u>

Amortization expense relating to intangible assets was \$5.8 million and \$17.2 million for the three and nine months ended February 29, 2012, respectively, as compared with \$5.4 million and \$14.7 million for the three and nine months ended February 28, 2011, respectively.

As of February 29, 2012, the estimated amortization expense relating to intangible asset balances for the full fiscal year 2012 and the following four fiscal years is as follows:

<u>In millions</u> <u>Fiscal year ending May 31,</u>	<u>Estimated amortization expense</u>
2012	\$ 22.9
2013	\$ 18.0
2014	\$ 13.0
2015	\$ 9.2
2016	\$ 6.4

Note G: Comprehensive Income

Comprehensive income is comprised of two components: net income and other comprehensive income. Comprehensive income includes all changes in equity during a period except those resulting from transactions with owners of the Company. The change in unrealized gains and losses, net of applicable taxes, related to available-for-sale securities is the primary component reported in accumulated other comprehensive income in the Consolidated Balance Sheets.

Note G: Comprehensive Income — continued

Comprehensive income, net of related tax effects, is as follows:

<u>In millions</u>	<u>For the three months ended</u>		<u>For the nine months ended</u>	
	<u>February 29, 2012</u>	<u>February 28, 2011</u>	<u>February 29, 2012</u>	<u>February 28, 2011</u>
Net income	\$ 135.4	\$ 130.6	\$ 424.7	\$ 396.4
Other comprehensive income/(loss):				
Unrealized gains/(losses) on available-for-sale securities, net of tax	9.4	(9.7)	6.0	(12.8)
Reclassification adjustment for the net gain on sale of available-for-sale securities realized in net income, net of tax	(0.2)	(0.1)	(0.4)	(0.3)
Total other comprehensive income/(loss)	9.2	(9.8)	5.6	(13.1)
Total comprehensive income	<u>\$ 144.6</u>	<u>\$ 120.8</u>	<u>\$ 430.3</u>	<u>\$ 383.3</u>

As of February 29, 2012, accumulated other comprehensive income was \$43.1 million, which was net of taxes of \$24.9 million. As of May 31, 2011, accumulated other comprehensive income was \$37.5 million, which was net of taxes of \$21.7 million.

Note H: Commitments and Contingencies

Lines of credit: As of February 29, 2012, the Company had unused borrowing capacity available under four uncommitted, secured, short-term lines of credit at market rates of interest with financial institutions as follows:

<u>Financial institution</u>	<u>Amount available</u>	<u>Expiration date</u>
JP Morgan Chase Bank, N.A.	\$ 350 million	February 2013
Bank of America, N.A.	\$ 250 million	February 2013
PNC Bank, National Association	\$ 150 million	February 2013
Wells Fargo Bank, National Association	\$ 150 million	February 2013

The primary uses of the lines of credit would be to meet short-term funding requirements related to deposit account overdrafts and client fund obligations arising from electronic payment transactions on behalf of clients in the ordinary course of business, if necessary. No amounts were outstanding against these lines of credit as of, or during the nine months ended, February 29, 2012.

JP Morgan Chase Bank, N.A. and Bank of America, N.A. are also parties to the Company's irrevocable standby letters of credit, which are discussed next.

Note H: Commitments and Contingencies — continued

Letters of credit: As of February 29, 2012 and May 31, 2011, the Company had irrevocable standby letters of credit available totaling \$46.8 million and \$47.4 million, respectively, required to secure commitments for certain insurance policies. The letters of credit expire at various dates between July 2012 and December 2012, and are collateralized by securities held in the Company's investment portfolios. No amounts were outstanding on these letters of credit as of, or during the nine months ended, February 29, 2012.

Other commitments: The Company enters into various purchase commitments with vendors in the ordinary course of business. The Company had outstanding commitments to purchase approximately \$7.4 million and \$6.0 million of capital assets as of February 29, 2012 and May 31, 2011, respectively.

In the normal course of business, the Company makes representations and warranties that guarantee the performance of its services under service arrangements with clients. Historically, there have been no material losses related to such guarantees. In addition, the Company has entered into indemnification agreements with its officers and directors, which require it to defend and, if necessary, indemnify these individuals for certain pending or future claims as they relate to their services provided to the Company.

Paychex currently self-insures the deductible portion of various insured exposures under certain employee benefit plans. The Company's estimated loss exposure under these insurance arrangements is recorded in other current liabilities on the Consolidated Balance Sheets. Historically, the amounts accrued have not been material. The Company also maintains insurance coverage in addition to its purchased primary insurance policies for gap coverage for employment practices liability, errors and omissions, warranty liability, theft and embezzlement, and acts of terrorism; and capacity for deductibles and self-insured retentions through its captive insurance company.

Contingencies: The Company is subject to various claims and legal matters that arise in the normal course of business. These include disputes or potential disputes related to breach of contract, breach of fiduciary duty, employment-related claims, tax claims, and other matters.

The Company's management currently believes that resolution of any outstanding legal matters will not have a material adverse effect on the Company's financial position or results of operations. However, legal matters are subject to inherent uncertainties and there exists the possibility that the ultimate resolution of these matters could have a material adverse impact on the Company's financial position and results of operations in the period in which any such effect is recorded.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's Discussion and Analysis of Financial Condition and Results of Operations reviews the operating results of Paychex, Inc. and its wholly owned subsidiaries ("Paychex," "we," "our," or "us") for the three and nine months ended February 29, 2012 and February 28, 2011, and our financial condition as of February 29, 2012. The focus of this discussion is on the underlying business reasons for significant changes and trends affecting our revenue, expenses, net income, and financial condition. This discussion should be read in conjunction with the February 29, 2012 consolidated financial statements and the related Notes to Consolidated Financial Statements contained in this Quarterly Report on Form 10-Q ("Form 10-Q"). This discussion should also be read in conjunction with our Annual Report on Form 10-K ("Form 10-K") for the year ended May 31, 2011 ("fiscal 2011"). Forward-looking statements in this discussion are qualified by the cautionary statement included in this review under the next sub-heading, "Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995."

"Safe Harbor" Statement Under the Private Securities Litigation Reform Act of 1995: Certain written and oral statements made by us may constitute "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995 (the "Reform Act"). Forward-looking statements are identified by such words and phrases as "we expect," "expected to," "estimates," "estimated," "current outlook," "we look forward to," "would equate to," "projects," "projections," "projected to be," "anticipates," "anticipated," "we believe," "could be," and other similar phrases. All statements addressing operating performance, events, or developments that we expect or anticipate will occur in the future, including statements relating to revenue growth, earnings, earnings-per-share growth, or similar projections, are forward-looking statements within the meaning of the Reform Act. Because these statements are forward-looking, they should be evaluated in light of important risk factors. These risk factors include, but are not limited to, the following risks, as well as those described in our periodic filings with the Securities and Exchange Commission ("SEC"):

- general market and economic conditions including, among others, changes in United States ("U.S.") employment and wage levels, changes in new hiring trends, legislative changes to stimulate the economy, changes in short- and long-term interest rates, changes in the fair value and the credit rating of securities held by us, and accessibility of financing;
- changes in demand for our services and products, ability to develop and market new services and products effectively, pricing changes and the impact of competition, and the availability of skilled workers;
- changes in the laws regulating collection and payment of payroll taxes, professional employer organizations, and employee benefits, including retirement plans, workers' compensation, health insurance, state unemployment, and section 125 plans;
- changes in workers' compensation rates and underlying claims trends;
- changes in technology that adversely affect our products and services and impact our ability to provide timely enhancements to services and products;
- the possibility of a security breach that exposes client confidential data;
- the possibility of failure of our operating facilities, computer systems, and communication systems during a security breach or catastrophic event;

- the possibility of third-party service providers failing to perform their functions;
- the possibility of a failure of internal controls or our inability to implement business processing improvements; and
- potentially unfavorable outcomes related to pending legal matters.

Any of these factors could cause our actual results to differ materially from our anticipated results. The information provided in this Form 10-Q is based upon the facts and circumstances known at this time. We undertake no obligation to update these forward-looking statements after the date of filing of this Form 10-Q with the SEC to reflect events or circumstances after such date, or to reflect the occurrence of unanticipated events.

Business

We are a leading provider of payroll, human resource, and benefits outsourcing solutions for small- to medium-sized businesses. Our business strategy is focused on achieving strong long-term financial performance by providing high quality, timely, accurate, and affordable services; growing our client base; continually improving client service to maximize client retention; increasing utilization of our ancillary services; leveraging our technology and operating infrastructure; and expanding our service and product offerings to continually add value for our clients. We also supplement our growth through strategic acquisitions when appropriate opportunities arise.

We offer a comprehensive portfolio of services and products that allow our clients to meet their diverse payroll and human resource needs. Our payroll services are the foundation of our service portfolio. They are provided through either our core payroll or Major Market Services (“MMS”), which is utilized by clients that have more sophisticated payroll and benefit needs. In addition to the services described below, our software-as-a-service (“SaaS”) solution through the MMS platform provides human resource management, employee benefits management, time and attendance systems, online expense reporting, and applicant tracking. Our services and products are as follows:

<u>Service</u>	<u>Description</u>
Payroll:	
Payroll processing	Includes the calculation, preparation, and delivery of employee payroll checks; production of internal accounting records and management reports; preparation of federal, state, and local payroll tax returns; and collection and remittance of clients’ payroll obligations.
Payroll tax administration services	Provides accurate preparation and timely filing of quarterly and year-end tax returns, as well as the electronic transfer of funds to the applicable federal, state, and local tax or regulatory agencies.
Employee payment services	Provides the employer the option of paying its employees by direct deposit, payroll debit card, a check drawn on a Paychex, Inc. account (Readychex®), or a check drawn on the employer’s account and electronically signed by us.

Service	Description
Regulatory compliance services	Includes new-hire reporting and garnishment processing, which allow employers to comply with legal requirements and reduce the risk of penalties.
Human Resource Services:	
Paychex HR Solutions	Available through an administrative services organization (“ASO”) and a professional employer organization (“PEO”). Both options offer businesses a combined package that includes payroll, employer compliance, human resource and employee benefits administration, risk management outsourcing, and on-site availability of a professionally trained human resource representative, among other services. Our PEO differs from the ASO in that we serve as a co-employer of the clients’ employees, assume the risks and rewards of workers’ compensation insurance, and offer health care coverage to PEO client employees. Paychex HR Essentials is an ASO product that provides support to our clients over the phone or online to help manage employee-related topics.
Retirement services administration	Offers a variety of retirement plan options to clients, as well as recordkeeping services, which include plan implementation, ongoing compliance with government regulations, employee and employer reporting, participant and employer online access, electronic funds transfer, and other administrative services.
Insurance services	Our licensed insurance agency, Paychex Insurance Agency, Inc., provides insurance through a variety of carriers. Insurance offerings include property and casualty coverage, such as workers’ compensation; business-owner policies; commercial auto; and health and benefits coverage, including health, dental, vision, and life.
eServices	Offers online human resource administration software products for employee benefits management and administration and time and attendance solutions.
Other human resource services and products	Includes section 125 plans, state unemployment insurance services, employee handbooks, management manuals, and personnel and required regulatory forms.

Overview

Our financial results for the three months ended February 29, 2012 (the “third quarter”) of the fiscal year ending May 31, 2012 (“fiscal 2012”) demonstrated continuing growth in our business. Our key business indicators of checks per payroll and revenue per check continued to show improvement. Growth in checks per payroll was consistent with the growth for the most recent quarter. It is anticipated that the growth in checks per payroll will moderate somewhat in the remainder of fiscal 2012. Revenue per check for the third quarter reflected modest growth, impacted by price increases offset by discounting. The environment for new business formation continues to be challenging and has impacted the selling environment. However, during the third quarter, sales of new payroll clients, excluding SurePayroll, Inc. (“SurePayroll”), grew moderately compared to the prior year third quarter. SurePayroll sales have been performing well. Client losses for the third quarter improved 5% compared to the same period last year.

Our financial results continue to be adversely impacted by the interest rate environment because interest rates available on high-quality instruments remain low. The Federal Funds rate has been at a range of zero to 0.25% since December 2008. Our combined funds held for clients and corporate investment portfolios earned an average rate of return of 1.1% for the third quarter of fiscal 2012 compared to 1.2% for the same period last year.

We continue to focus on driving growth in clients, revenue, and profits. We are managing our personnel costs and expenses while continuing to invest in our business, particularly in areas related to product development and its supporting technology. During the third quarter, the investment in our business led to the launch of the following services and applications to better serve our clients:

- Paychex Online Mobile applications for tablet devices as part of the expansion of our SaaS product offerings;
- Business Insurance Payment Service, that relieves business owners of the administrative burdens associated with paying their insurance premiums; and
- Paychex Advisor Select 401(k), a new offering that is specifically designed for fee-based financial advisors.

We believe these investments in the next generation of technology and products are key building blocks to our future success. In addition, we acquired Icon Time Systems, Inc., a provider of time and attendance solutions for small- to medium-sized businesses, with whom we had a prior business relationship.

Highlights of the financial results for the third quarter as compared to the same period last year are as follows:

- Total service revenue increased 8% to \$558.5 million.
- Payroll service revenue increased 5% to \$386.5 million.
- Human Resource Services revenue increased 12% to \$172.0 million.
- Interest on funds held for clients decreased 7% to \$11.0 million.
- Total revenue increased 7% to \$569.5 million.
- Operating income increased 6% to \$210.4 million and operating income, net of certain items, increased 7% to \$199.4 million. Refer to the “Non-GAAP Financial Measure” section for further information on this non-GAAP measure.

- Net income increased 4% to \$135.4 million and diluted earnings per share increased 3% to \$0.37 per share.

The results for the third quarter benefited from the inclusion of SurePayroll, acquired in February 2011, and ePlan Services, Inc. (“ePlan”), acquired in May 2011. These SaaS acquisitions contributed approximately 2% in total revenue growth for the third quarter.

Non-GAAP Financial Measure

In addition to reporting operating income, a U.S. generally accepted accounting principle (“GAAP”) measure, we present operating income, net of certain items, which is a non-GAAP measure. We believe operating income, net of certain items, is an appropriate additional measure, as it is an indicator of our core business operations performance period over period. It is also the measure used internally for establishing the following year’s targets and measuring management’s performance in connection with certain performance-based compensation payments and awards. Operating income, net of certain items, excludes interest on funds held for clients. Interest on funds held for clients is an adjustment to operating income due to the volatility of interest rates which are not within the control of management. Operating income, net of certain items, is not calculated through the application of GAAP and is not the required form of disclosure by the SEC. As such, it should not be considered as a substitute for the GAAP measure of operating income and, therefore, should not be used in isolation, but in conjunction with, the GAAP measure. The use of any non-GAAP measure may produce results that vary from the GAAP measure and may not be comparable to a similarly defined non-GAAP measure used by other companies. Operating income, net of certain items, increased 7% for the third quarter and 10% for the nine months ended February 29, 2012 (the “nine months”), to \$199.4 million and \$625.2 million respectively, as compared to the same periods last year. Refer to the reconciliation of operating income to operating income, net of certain items, in the “Results of Operations” section of this Form 10-Q.

Financial Position and Liquidity

The volatility in the global financial markets continues to curtail available liquidity in the marketplace and limit investment choices. Despite this challenging macroeconomic environment, as of February 29, 2012, our financial position remained strong with cash and total corporate investments of \$798.7 million and no debt.

Our investment strategy focuses on protecting principal and optimizing liquidity. Yields on high credit quality financial instruments remain low, negatively impacting our income earned on funds held for clients and corporate investments. We invest predominately in municipal bonds – general obligation bonds; pre-refunded bonds, which are secured by a U.S. government escrow; and essential services revenue bonds. During the third quarter of fiscal 2012, our primary short-term investment vehicles were variable rate demand notes (“VRDNs”) and FDIC-insured deposit accounts.

A substantial portion of our portfolios is invested in high credit quality securities with AAA and AA ratings and A-1/P-1 ratings on short-term securities. We limit the amounts that can be invested in any single issuer and invest in short- to intermediate-term instruments whose fair values are less sensitive to interest rate changes. We believe that our investments as of February 29, 2012 were not other-than-temporarily impaired, nor has any event occurred subsequent to that date that would indicate any other-than-temporary impairment. All investments held as of February 29, 2012 were traded in active markets.

Our primary source of cash is from our ongoing operations. Cash flow from operations was \$562.6 million for the nine months of fiscal 2012, as compared with \$552.9 million for the same period last year. Historically, we have funded operations, capital purchases, business acquisitions, and dividend payments from our operating activities. Our positive cash flows have allowed us to support our business and to pay substantial dividends to our stockholders. We anticipate that cash and total corporate investments as of February 29, 2012, along with projected operating cash flows, will support our normal business operations, capital purchases, and dividend payments for the foreseeable future.

For further analysis of our results of operations for the third quarter and nine months of fiscal 2012, and our financial position as of February 29, 2012, refer to the analysis and discussion in the “Results of Operations” and “Liquidity and Capital Resources” sections of this Form 10-Q.

Outlook

Our outlook for fiscal 2012 is based upon current market, economic, and interest rate conditions continuing with no significant changes. Consistent with our policy regarding guidance, our projections do not anticipate or speculate on future changes to interest rates. We expect fiscal 2012 results to be consistent with the expectations set forth in our guidance in June 2011 and subsequently reaffirmed. Our expectation is that growth in checks per payroll will continue to moderate through the remainder of fiscal 2012, impacting quarterly comparisons for both payroll revenue and Human Resource Services revenue. Our guidance reflects our planned spending, impacting the full year operating income, net of certain items, as a percent of total service revenue.

Our reaffirmed guidance is as follows:

	<u>Low</u>		<u>High</u>
Payroll service revenue	5%	—	7%
Human Resource Services revenue	12%	—	15%
Total service revenue	7%	—	9%
Interest on funds held for clients	(14%)	—	(12%)
Investment income, net	—	—	2%
Net income	5%	—	7%

Operating income, net of certain items, as a percentage of total service revenue is expected to be in the range of 36% to 37% for fiscal 2012. The effective income tax rate for fiscal 2012 is expected to approximate the rate experienced in the first nine months. We anticipate \$0.01 earnings per share dilution from SurePayroll and ePlan, resulting mainly from amortization of acquired intangible assets.

Interest on funds held for clients and investment income for fiscal 2012 are expected to continue to be impacted by the low interest rate environment. The average rate of return on our combined funds held for clients and corporate investment portfolios is expected to be 1.1% for fiscal 2012. As of February 29, 2012, the long-term investment portfolio, which excludes VRDNs, had an average yield-to-maturity of 2.4% and an average duration of 2.7 years. In the next twelve months, slightly less than 20% of this portfolio will mature, and it is currently anticipated that these proceeds will be reinvested at a lower average interest rate of approximately 1.0%. Investment income is expected to benefit from ongoing investment of cash generated from operations.

Under normal financial market conditions, the impact to our earnings from a 25-basis-point increase or decrease in short-term interest rates would be in the range of \$3.5 to \$4.0 million, after taxes, for a twelve-month period. Such a basis point change may or may not be tied to changes in the Federal Funds rate.

Purchases of property and equipment for fiscal 2012, are expected to be in the range of \$90 million to \$95 million. This includes costs for internally developed software, as we continue to invest in our technology platforms. Fiscal 2012 depreciation expense is projected to be in the range of \$75 million to \$80 million, and we project amortization of intangible assets for fiscal 2012 to be in the range of \$20 million to \$25 million.

RESULTS OF OPERATIONS

Summary of Results of Operations:

\$ in millions	For the three months ended			For the nine months ended		
	February 29, 2012	February 28, 2011	% Change	February 29, 2012	February 28, 2011	% Change
Revenue:						
Payroll service revenue	\$ 386.5	\$ 366.4	5%	\$ 1,140.5	\$ 1,081.9	5%
Human Resource Services revenue	172.0	153.2	12%	505.0	443.9	14%
Total service revenue	558.5	519.6	8%	1,645.5	1,525.8	8%
Interest on funds held for clients	11.0	11.7	(7%)	32.8	35.8	(8%)
Total revenue	569.5	531.3	7%	1,678.3	1,561.6	7%
Combined operating and SG&A expenses	359.1	332.4	8%	1,020.3	958.0	7%
Operating income	210.4	198.9	6%	658.0	603.6	9%
Investment income, net	1.6	1.5	5%	4.6	4.4	4%
Income before income taxes	212.0	200.4	6%	662.6	608.0	9%
Income taxes	76.6	69.8	10%	237.9	211.6	12%
Effective income tax rate	36.1%	34.8%		35.9%	34.8%	
Net income	\$ 135.4	\$ 130.6	4%	\$ 424.7	\$ 396.4	7%
Diluted earnings per share	\$ 0.37	\$ 0.36	3%	\$ 1.17	\$ 1.09	7%

We invest in highly liquid, investment-grade fixed income securities and do not utilize derivative instruments to manage interest rate risk. As of February 29, 2012, we had no exposure to high-risk or illiquid investments. Details regarding our combined funds held for clients and corporate investment portfolios are as follows:

<u>\$ in millions</u>	<u>For the three months ended</u>			<u>For the nine months ended</u>		
	<u>February 29, 2012</u>	<u>February 28, 2011</u>	<u>% Change</u>	<u>February 29, 2012</u>	<u>February 28, 2011</u>	<u>% Change</u>
Average investment balances:						
Funds held for clients	\$ 3,916.1	\$ 3,668.9	7%	\$ 3,427.2	\$ 3,168.7	8%
Corporate investments	693.7	682.3	2%	662.1	668.9	(1%)
Total	<u>\$ 4,609.8</u>	<u>\$ 4,351.2</u>	6%	<u>\$ 4,089.3</u>	<u>\$ 3,837.6</u>	7%
Average interest rates earned (exclusive of net realized gains):						
Funds held for clients	1.1%	1.3%		1.3%	1.5%	
Corporate investments	0.9%	0.9%		0.9%	0.9%	
Combined funds held for clients and corporate investments	1.1%	1.2%		1.2%	1.4%	
Net realized gains:						
Funds held for clients	\$ 0.4	\$ 0.1		\$ 0.6	\$ 0.4	
Corporate investments	—	—		—	—	
Total	<u>\$ 0.4</u>	<u>\$ 0.1</u>		<u>\$ 0.6</u>	<u>\$ 0.4</u>	

<u>As of:</u>	<u>February 29, 2012</u>	<u>May 31, 2011</u>
<u>\$ in millions</u>		
Net unrealized gain on available-for-sale securities ⁽¹⁾	\$ 68.1	\$ 59.3
Federal Funds rate ⁽²⁾	0.25%	0.25%
Three-year "AAA" municipal securities yield	0.42%	0.80%
Total fair value of available-for-sale securities	\$ 3,619.1	\$2,737.2
Weighted-average duration of available-for-sale securities in years ⁽³⁾	2.7	2.4
Weighted-average yield-to-maturity of available-for-sale securities ⁽³⁾	2.4%	2.6%

⁽¹⁾ The net unrealized gain of our investment portfolio was approximately \$52.8 million as of March 23, 2012.

⁽²⁾ The Federal Funds rate was a range of 0% to 0.25% as of February 29, 2012 and May 31, 2011.

⁽³⁾ These items exclude the impact of VRDNs as they are tied to short-term interest rates.

Payroll service revenue: Payroll service revenue increased 5% for both the third quarter and nine months of fiscal 2012 to \$386.5 million and \$1.1 billion, respectively, compared to the same periods last year. Organic growth in payroll service revenue, excluding SurePayroll, was 4% for both the third quarter and first nine months of fiscal 2012. This growth was due to increases in checks per payroll and modest increases in revenue per check. Checks per payroll increased 1.8% for the third quarter, consistent with last quarter and moderated slightly from the 2.0% growth rate for the nine months (see note below). As we previously indicated, we expect checks per payroll growth to moderate throughout the remainder of fiscal 2012, impacting quarterly comparisons in service revenue. Revenue per check was impacted by price increases offset by discounting.

Note: Checks per payroll is an estimate. During the third quarter we refined our estimation process. The result was that growth in checks per payroll disclosed in prior periods is moderately higher, but directionally unchanged. Our estimate of checks per payroll excludes SurePayroll clients.

Human Resource Services revenue: Human Resource Services revenue increased 12% and 14% for the third quarter and nine months of fiscal 2012 to \$172.0 million and \$505.0 million, respectively, compared to the same periods last year. Excluding ePlan, Human Resource Services revenue growth for the third quarter and nine months would have been 10% and 11%, respectively, reflecting client growth and price increases. The following factors contributed to the growth for the third quarter and nine months of fiscal 2012:

- Paychex HR Solutions revenue was positively impacted by the favorable trend in checks per payroll, price increases, and growth in both clients and client employees. HR Essentials, our ASO product first offered in November 2010, was also a contributor to the growth in revenue. The growth rate in Paychex HR Solutions revenue has been impacted by the mix of clients, as HR Essentials has lower average revenue per employee than ASO, and by fewer clients within the PEO.
- Insurance services revenue has benefited from the continuing growth in health and benefits services revenue and increases in both clients and premiums for workers' compensation insurance services. Health and benefits services revenue increased 25% for both the third quarter and nine months to \$13.1 million and \$37.9 million, respectively. This was driven by a 25% increase in the number of applicants.
- Retirement services revenue benefited from a 9% increase in the asset value of retirement services client employees' funds (excluding ePlan), partially offset by the impact from a shift in the mix of assets within these funds to investments earning lower fees from external fund managers.
- Products that primarily support our MMS clients through our SaaS model continue to experience growth in clients and revenue.

Human Resource Services revenue growth is less predictable than our payroll revenue growth. It fluctuates between quarters due to timing of set-up fees, PEO workers' compensation, and basis points earned on retirement services client employees' funds. PEO net service revenue exhibits greater variability between quarters due to fluctuations in total client employees as healthcare rates and workers' compensation claims experience vary.

Human Resource Services product statistics were as follows:

As of: \$ in billions	February 29, 2012	% Change	February 28, 2011	% Change ⁽¹⁾
Paychex HR Solutions client employees served ⁽²⁾	599,000	11%	539,000	14%
Paychex HR Solutions clients ⁽²⁾	22,000	9%	20,000	9%
Insurance services clients ⁽³⁾	105,000	7%	98,000	8%
Health and benefits services applicants	118,000	25%	95,000	26%
Retirement services clients ⁽⁴⁾	59,000	12%	53,000	4%
Asset value of retirement services client employees' funds ⁽⁴⁾	\$ 16.2	18%	\$ 13.7	25%

⁽¹⁾ Percent change compared to balances as of February 28, 2010.

⁽²⁾ The February 29, 2012 and February 28, 2011 balances include HR Essentials, which was first offered in November 2010.

⁽³⁾ Includes workers' compensation insurance services clients and health and benefits services clients.

⁽⁴⁾ The February 29, 2012 balances include ePlan, which was acquired in May 2011. Excluding ePlan clients, retirement services clients would have increased 4% and the asset value of retirement services client employees' funds would have increased 9% compared to the respective balances as of February 28, 2011.

Total service revenue: Total service revenue increased 8% for both the third quarter and nine months of fiscal 2012 compared to the same periods last year, attributable to the factors previously discussed. Excluding SurePayroll and ePlan, total service revenue growth would have been 6% for both the third quarter and nine months compared to the same periods last year.

Interest on funds held for clients: Interest on funds held for clients decreased 7% for the third quarter and 8% for the nine months of fiscal 2012 to \$11.0 million and \$32.8 million, respectively. These decreases were the result of lower average interest rates earned, offset by increases in average investment balances. Average investment balances increased 7% for the third quarter and 8% for the nine months due to the inclusion of SurePayroll client funds, wage inflation, increases in state unemployment insurance rates, and the increases in checks per payroll.

Combined operating and SG&A expenses: The following table summarizes total combined operating and selling, general and administrative ("SG&A") expenses:

\$ in millions	For the three months ended			For the nine months ended		
	February 29, 2012	February 28, 2011	% Change	February 29, 2012	February 28, 2011	% Change
Compensation-related expenses	\$ 240.8	\$ 226.8	6%	\$ 684.3	\$ 651.5	5%
Facilities expense	14.3	14.7	(3%)	43.1	44.6	(3%)
Depreciation and amortization	24.6	22.8	8%	72.9	64.3	14%
Other expenses	79.4	68.1	17%	220.0	197.6	11%
Total operating and SG&A expenses	\$ 359.1	\$ 332.4	8%	\$ 1,020.3	\$ 958.0	7%

Total expenses increased 8% for the third quarter and 7% for the nine months of fiscal 2012 as compared with the same periods last year. A portion of the increases was attributable to the inclusion of SurePayroll and ePlan during the first nine months of fiscal 2012. Excluding SurePayroll and ePlan, total expenses would have increased 5% for the third quarter and 3% for the nine months. Investments in product development and supporting technology contributed to these increases in total expenses. As of February 29, 2012, we had approximately 12,400 employees compared to approximately 12,300 employees as of February 28, 2011.

Depreciation expense is primarily related to buildings, furniture and fixtures, data processing equipment, and software. Amortization of intangible assets is primarily related to client list acquisitions, which are amortized using either straight-line or accelerated methods. Depreciation and amortization increased in the third quarter and nine months of fiscal 2012 due to long-lived assets acquired with SurePayroll and ePlan.

Other expenses include items such as delivery, forms and supplies, communications, travel and entertainment, equipment costs, professional services, and other costs incurred to support our business. The majority of the increases in other expenses is attributable to the inclusion of SurePayroll and ePlan in the third quarter and nine months of fiscal 2012. In addition, higher equipment costs within information technology and higher professional services supporting our technology development contributed to the increases in other expenses.

Operating income: Operating income increased 6% for the third quarter and 9% for the nine months of fiscal 2012 as compared with the same periods last year. The changes in operating income are attributable to the factors previously discussed. Operating income, net of certain items, is summarized as follows:

\$ in millions	For the three months ended			For the nine months ended		
	February 29, 2012	February 28, 2011	% Change	February 29, 2012	February 28, 2011	% Change
Operating income	\$ 210.4	\$ 198.9	6%	\$ 658.0	\$ 603.6	9%
Excluding interest on funds held for clients	(11.0)	(11.7)	(7%)	(32.8)	(35.8)	(8%)
Operating income, net of certain items	<u>\$ 199.4</u>	<u>\$ 187.2</u>	7%	<u>\$ 625.2</u>	<u>\$ 567.8</u>	10%
Operating income, net of certain items, as a percent of total service revenue	35.7%	36.0%		38.0%	37.2%	

Expenses in the third quarter tend to be higher than in other quarters of a fiscal year due to the support needed for our calendar year-end process and selling season. This along with planned investments in our business contributed to the higher growth rate for the third quarter than for the nine months of fiscal 2012.

The increase in operating income, net of certain items, as a percent of total service revenue, for the nine months of fiscal 2012 is driven by management of personnel costs and expenses and the timing of spending on investment projects. We anticipate that this measure for the full year fiscal 2012 will be in the range of 36% to 37%. Refer to the previous discussion of operating income, net of certain items, in the "Non-GAAP Financial Measure" section of this Form 10-Q.

Investment income, net: Investment income, net primarily represents earnings from our cash and cash equivalents and investments in available-for-sale securities. Investment income does not include interest on funds held for clients, which is included in total revenue. Investment income increased 5% to \$1.6 million for the third quarter and 4% to \$4.6 million for the nine months of fiscal 2012, compared to the respective periods last year. The rate of growth was negatively impacted by lower growth in average investment balances resulting from cash outflows for business acquisitions during the second half of fiscal 2011.

Income taxes: Our effective income tax rates were 36.1% and 35.9% for the third quarter and nine months of fiscal 2012, respectively, compared with 34.8% for both the respective prior year periods. The increases in the effective income tax rate for the third quarter and nine months were primarily the result of a higher overall state effective income tax rate and lower levels of tax-exempt income derived from municipal debt securities in the funds held for clients and corporate investment portfolios.

Net income and diluted earnings per share: Net income increased 4% to \$135.4 million for the third quarter and 7% to \$424.7 million for the nine months of fiscal 2012, compared with the respective periods last year. Diluted earnings per share increased 3% for the third quarter and 7% for the nine months to \$0.37 per share and \$1.17 per share, respectively. The increases in net income and diluted earnings per share were attributable to the factors previously discussed.

LIQUIDITY AND CAPITAL RESOURCES

Volatility in the global financial markets continues to curtail available liquidity in the marketplace and limit investment choices. Despite this challenging macroeconomic environment, our financial position as of February 29, 2012 remained strong with cash and total corporate investments of \$798.7 million and no debt. We also believe that our investments as of February 29, 2012 were not other-than-temporarily impaired, nor has any event occurred subsequent to that date to indicate any other-than-temporary impairment. It is anticipated that cash and total corporate investments as of February 29, 2012 along with projected operating cash flows, will support our normal business operations, capital purchases, and dividend payments for the foreseeable future.

Lines of credit: As of February 29, 2012, we had unused borrowing capacity available under four uncommitted, secured, short-term lines of credit at market rates of interest with financial institutions as follows:

<u>Financial institution</u>	<u>Amount available</u>	<u>Expiration date</u>
JP Morgan Chase Bank, N.A.	\$ 350 million	February 2013
Bank of America, N.A.	\$ 250 million	February 2013
PNC Bank, National Association	\$ 150 million	February 2013
Wells Fargo Bank, National Association	\$ 150 million	February 2013

The primary uses of the lines of credit would be to meet short-term funding requirements related to deposit account overdrafts and client fund obligations arising from electronic payment transactions on behalf of our clients in the ordinary course of business, if necessary. No amounts were outstanding against these lines of credit as of, or during the nine months ended, February 29, 2012.

JP Morgan Chase Bank, N.A. and Bank of America, N.A. are also parties to our irrevocable standby letters of credit, which are discussed below.

Letters of credit: As of February 29, 2012, we had irrevocable standby letters of credit available totaling \$46.8 million, required to secure commitments for certain insurance policies. The letters of credit expire at various dates between July 2012 and December 2012 and are collateralized by securities held in our investment portfolios. No amounts were outstanding on these letters of credit as of, or during the nine months ended, February 29, 2012.

Other commitments: We enter into various purchase commitments with vendors in the ordinary course of business. We had outstanding commitments to purchase approximately \$7.4 million of capital assets as of February 29, 2012.

In the normal course of business, we make representations and warranties that guarantee the performance of services under service arrangements with clients. Historically, there have been no material losses related to such guarantees. In addition, we have entered into indemnification agreements with our officers and directors, which require us to defend and, if necessary, indemnify these individuals for certain pending or future legal claims as they relate to their services provided to us.

We currently self-insure the deductible portion of various insured exposures under certain employee benefit plans. Our estimated loss exposure under these insurance arrangements is recorded in other current liabilities on our Consolidated Balance Sheets. Historically, the amounts accrued have not been material. We also maintain insurance coverage in addition to our purchased primary insurance policies for gap coverage for employment practices liability, errors and omissions, warranty liability, theft and embezzlement, and acts of terrorism; and capacity for deductibles and self-insured retentions through our captive insurance company.

Off-Balance Sheet Arrangements

As part of our ongoing business, we do not participate in transactions with unconsolidated entities such as special purpose entities or structured finance entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other limited purposes. We do maintain investments as a limited partner in low-income housing projects that are not considered part of our ongoing operations. These investments are accounted for under the equity method of accounting and are less than 1% of our total assets as of February 29, 2012.

Operating Cash Flow Activities

<u>In millions</u>	<u>For the nine months ended</u>	
	<u>February 29, 2012</u>	<u>February 28, 2011</u>
Net income	\$ 424.7	\$ 396.4
Non-cash adjustments to net income	127.0	119.9
Cash provided by changes in operating assets and liabilities	10.9	36.6
Net cash provided by operating activities	<u>\$ 562.6</u>	<u>\$ 552.9</u>

The increase in our operating cash flows for the first nine months as compared to the same period last year was a result of higher net income and non-cash adjustments to net income partially offset by fluctuations in operating assets and liabilities. The increase in non-cash adjustments to net income was a result of additional depreciation and amortization as a result of business acquisitions completed in fiscal 2011. The fluctuations in our operating assets and liabilities were primarily related to the timing of collections from clients and payments for compensation, PEO payroll, income tax, and other liabilities.

Investing Cash Flow Activities

<u>In millions</u>	<u>For the nine months ended</u>	
	<u>February 29, 2012</u>	<u>February 28, 2011</u>
Net change in funds held for clients and corporate investment activities	\$ (721.8)	\$ (671.9)
Purchases of property and equipment	(62.5)	(79.0)
Acquisitions of businesses	(6.0)	(115.3)
Purchases of other assets	(0.9)	(3.1)
Net cash used in investing activities	<u>\$ (791.2)</u>	<u>\$ (869.3)</u>

Funds held for clients and corporate investments: Funds held for clients consist of short-term funds and available-for-sale securities. Corporate investments are primarily comprised of available-for-sale securities. The portfolio of funds held for clients and corporate investments is detailed in Note C of the Notes to Consolidated Financial Statements.

The net change in funds held for clients and corporate investments was impacted by the increase in average investment balances during the first nine months of fiscal 2012 compared to the same period last year. In general, fluctuations in net funds held for clients and corporate investment activities primarily relate to timing of purchases, sales, or maturities of investments. The amount of funds held for clients will also vary based upon the timing of collecting client funds, and the related remittance of funds to applicable tax or regulatory agencies for payroll tax administration services and to employees of clients utilizing employee payment services. Additional discussion of interest rates and related risks is included in the "Market Risk Factors" section of this Form 10-Q.

Purchases of long-lived assets: To support our continued client and ancillary product growth, we made purchases of data processing equipment and software, and we expanded and upgraded various operating facilities. Acquisition of businesses reflects the purchase of SurePayroll in February 2011 and an immaterial business acquisition in the third quarter of fiscal 2012.

Financing Cash Flow Activities

<u>In millions, except per share amounts</u>	<u>For the nine months ended</u>	
	<u>February 29, 2012</u>	<u>February 28, 2011</u>
Net change in client fund obligations	\$ 595.5	\$ 599.5
Dividends paid	(344.3)	(336.4)
Proceeds from exercise and excess tax benefit related to stock-based awards	4.9	5.0
Net cash provided by financing activities	<u>\$ 256.1</u>	<u>\$ 268.1</u>
Cash dividends per common share	<u>\$ 0.95</u>	<u>\$ 0.93</u>

Net change in client fund obligations: The client fund obligations liability will vary based on the timing of collecting client funds and the related remittance of funds to applicable tax or regulatory agencies for payroll tax administration services and to employees of clients utilizing employee payment services. Collections from clients are typically remitted from one to 30 days after receipt, with some items extending to 90 days.

Dividends paid: In October 2011, our Board of Directors ("Board") declared a 3% increase in the quarterly dividend payment to \$0.32 per share from \$0.31 per share. A quarterly dividend of \$0.32 per share was paid February 15, 2012 to stockholders of record as of February 1, 2012. The payment of future dividends is dependent on our future earnings and cash flow and is subject to the discretion of our Board.

MARKET RISK FACTORS

Changes in interest rates and interest rate risk: Funds held for clients are primarily comprised of short-term funds and available-for-sale securities. Corporate investments are primarily comprised of available-for-sale securities. As a result of our operating and investing activities, we are exposed to changes in interest rates that may materially affect our results of operations or financial position. Changes in interest rates will impact the earnings potential of future investments and will cause fluctuations in the fair value of our longer-term available-for-sale securities. We follow an investment strategy of protecting principal and optimizing liquidity. A substantial portion of our portfolios is invested in high credit quality securities with AAA and AA ratings and A-1/P-1 ratings on short-term securities. We invest predominantly in municipal bonds – general obligation bonds; pre-refunded bonds, which are secured by a U.S. government escrow; and essential services revenue bonds. We limit the amounts that can be invested in any single issuer and invest in short- to intermediate-term instruments whose fair value is less sensitive to interest rate changes. We manage the available-for-sale securities to a benchmark duration of two and one-half to three years. All investments held as of February 29, 2012 were traded in active markets.

Starting in the first quarter of fiscal 2012 and continuing through the second quarter, our primary short-term investment vehicle was FDIC-insured deposit accounts. We increased our investment in VRDNs by the end of the third quarter. We have no exposure to high-risk or illiquid investments such as auction rate securities, sub-prime mortgage securities, asset-backed securities or asset-backed commercial paper, collateralized debt obligations, enhanced cash or cash plus mutual funds, or structured investment vehicles (SIVs). We have not and do not utilize derivative financial instruments to manage our interest rate risk.

For the first nine months of fiscal 2012, the average interest rate earned on our combined funds held for clients and corporate investment portfolios was 1.2% compared with 1.4% for the same period last year, as yields on high quality instruments remain low. When interest rates are falling, the full impact of lower interest rates will not immediately be reflected in net income due to the interaction of short- and long-term interest rate changes. During a falling interest rate environment, the decreases in interest rates decrease earnings from our short-term investments, and over time decrease earnings from our longer-term available-for-sale securities. Earnings from the available-for-sale securities, which as of February 29, 2012 had an average duration of 2.7 years (excluding VRDNs), would not reflect decreases in interest rates until the investments are sold or mature and the proceeds are reinvested at lower rates. In the next twelve months, slightly less than 20% of our long-term investment portfolio, which excludes VRDNs, will mature, and it is currently anticipated that these proceeds will be reinvested at a lower average interest rate of approximately 1.0%.

The amortized cost and fair value of available-for-sale securities that had stated maturities as of February 29, 2012 are shown below by contractual maturity. Expected maturities can differ from contractual maturities because borrowers may have the right to prepay obligations without prepayment penalties.

In millions	February 29, 2012	
	Amortized cost	Fair value
Maturity date:		
Due in one year or less	\$ 317.5	\$ 321.1
Due after one year through three years	604.9	627.8
Due after three years through five years	617.1	647.8
Due after five years	<u>2,011.5</u>	<u>2,022.4</u>
Total	<u>\$3,551.0</u>	<u>\$3,619.1</u>

VRDNs are primarily categorized as due after five years in the table above as the contractual maturities on these securities are typically 20 to 30 years. Although these securities are issued as long-term securities, they are priced and traded as short-term instruments because of the liquidity provided through the tender feature.

The Federal Funds rate has remained unchanged at a range of zero to 0.25% since December 2008. Calculating the future effects of changing interest rates involves many factors. These factors include, but are not limited to:

- daily interest rate changes;
- seasonal variations in investment balances;
- actual duration of short-term and available-for-sale securities;
- the proportional mix of taxable and tax-exempt investments;
- changes in tax-exempt municipal rates as compared to taxable investment rates, which are not synchronized or simultaneous; and
- financial market volatility and the resulting effect on benchmark and other indexing interest rates.

Subject to these factors, and under normal financial market conditions, a 25-basis-point change generally affects our tax-exempt interest rates by approximately 17 basis points.

Our total investment portfolio (funds held for clients and corporate investments) is expected to average approximately \$4.2 billion for fiscal 2012. Our normal and anticipated allocation is approximately 50% invested in short-term securities and VRDNs with an average duration of less than 30 days and 50% invested in available-for-sale securities (excluding VRDNs) with an average duration of two and one-half to three years.

The combined funds held for clients and corporate available-for-sale securities reflected a net unrealized gain of \$68.1 million as of February 29, 2012, compared with a net unrealized gain of \$59.3 million as of May 31, 2011. During the first nine months of fiscal 2012, the net unrealized gain on our investment portfolios ranged from \$46.4 million to \$72.5 million. Our investment portfolios reflected a net unrealized gain of approximately \$52.8 million as of March 23, 2012.

As of February 29, 2012 and May 31, 2011, we had \$3.6 billion and \$2.7 billion, respectively, invested in available-for-sale securities at fair value. The weighted-average yield-to-maturity was 2.4% and 2.6% as of February 29, 2012 and May 31, 2011, respectively. The weighted-average yield-to-maturity excludes available-for-sale securities tied to short-term interest rates, such as VRDNs. Assuming a hypothetical decrease in both short-term and longer-term interest rates of 25 basis points, the resulting potential increase in fair value for our portfolio of available-for-sale securities held as of February 29, 2012 would be in the range of \$12.5 million to \$13.0 million. Conversely, a corresponding increase in interest rates would result in a comparable decrease in fair value. This hypothetical increase or decrease in the fair value of the portfolio would be recorded as an adjustment to the portfolio's recorded value, with an offsetting amount recorded in stockholders' equity. These fluctuations in fair value would have no related or immediate impact on the results of operations, unless any declines in fair value were considered to be other-than-temporary and an impairment loss recognized.

Credit Risk: We are exposed to credit risk in connection with these investments through the possible inability of the borrowers to meet the terms of their bonds. We regularly review our investment portfolios to determine if any investment is other-than-temporarily impaired due to changes in credit risk or other potential valuation concerns. We believe that the investments we held as of February 29, 2012 were not other-than-temporarily impaired. While \$24.2 million of our available-for-sale securities had fair values that were below amortized cost, we believe that it is probable that the principal and interest on these securities will be collected in accordance with the contractual terms, and that the unrealized losses on these securities of \$0.1 million were due to changes in interest rates and were not due to increased credit risk or other valuation concerns. All of the securities in an unrealized loss position as of February 29, 2012 held an AA rating or better. We intend to hold these investments until the recovery of their amortized cost basis or maturity and further believe that it is more likely than not that we will not be required to sell these investments prior to that time. Our assessment that an investment is not other-than-temporarily impaired could change in the future due to new developments or changes in our strategies or assumptions related to any particular investment.

CRITICAL ACCOUNTING POLICIES

Our critical accounting policies are described in Item 7 of our Form 10-K for fiscal 2011, filed with the SEC on July 15, 2011. On an ongoing basis, we evaluate the critical accounting policies used to prepare our consolidated financial statements, including, but not limited to, those related to:

- revenue recognition;
- PEO workers' compensation insurance;
- goodwill and other intangible assets;
- stock-based compensation costs; and
- income taxes.

There have been no material changes in these aforementioned critical accounting policies.

NEW ACCOUNTING PRONOUNCEMENTS

Recently adopted accounting pronouncements: Refer to Note A of the Notes to Consolidated Financial Statements for a discussion of recently adopted accounting pronouncements.

Recently issued accounting pronouncements: At this time, we do not anticipate that recently issued accounting guidance that has not yet been adopted will have a material impact on our consolidated financial statements. Refer to Note A of the Notes to Consolidated Financial Statements for a discussion of recently issued accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosure About Market Risk

The information called for by this item is provided under the caption "Market Risk Factors" under Item 2 – Management's Discussion and Analysis of Financial Condition and Results of Operations and is incorporated herein by reference.

Item 4. Controls and Procedures

Disclosure Controls and Procedures and Internal Control Over Financial Reporting: Disclosure controls and procedures are designed with the objective of ensuring that information required to be disclosed in our reports filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), such as this report, is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures are also designed with the objective of ensuring that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures: As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), of the effectiveness of disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Based on such evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that as of the end of the period covered by this report, our disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting: We also carried out an evaluation of the internal control over financial reporting to determine whether any changes occurred during the period covered by this report. Based on such evaluation, there has been no change in our internal control over financial reporting that occurred during the most recently completed fiscal quarter ended February 29, 2012, that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 6. Exhibits

<u>Exhibit number</u>	<u>Description</u>
10.1	Form of Indemnity Agreement.
31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL instance document.
101.SCH	XBRL taxonomy extension schema document.
101.CAL	XBRL taxonomy extension calculation linkbase document.
101.LAB	XBRL taxonomy label linkbase document.
101.PRE	XBRL taxonomy extension presentation linkbase document.
101.DEF	XBRL taxonomy extension definition linkbase document.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

PAYCHEX, INC.

Date: March 28, 2012

/s/ Martin Mucci

Martin Mucci
President and Chief Executive Officer
(Principal Executive Officer)

Date: March 28, 2012

/s/ Efrain Rivera

Efrain Rivera
Senior Vice President, Chief
Financial Officer, and Treasurer
(Principal Financial Officer)

FORM OF INDEMNITY AGREEMENT

This Indemnification Agreement (“Agreement”) is made as of *[date]*, by and between PAYCHEX, INC., a Delaware corporation (the “Company”), and *[person’s name]* (“Indemnitee”).

RECITALS

WHEREAS, highly competent persons have become more reluctant to serve publicly-held corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation.

WHEREAS, the Board of Directors of the Company (the “Board”) has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Certificate of Incorporation of the Company requires indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the Delaware General Corporation Law (“DGCL”). The Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification.

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons.

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company’s stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future.

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified.

WHEREAS, this Agreement is a supplement to and in furtherance of the Certificate of Incorporation of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefore, nor to diminish or abrogate any rights of Indemnitee thereunder.

WHEREAS, Indemnitee does not regard the protection available under the Company's Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified;

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. **Services to the Company.** Indemnitee will serve or continue to serve, at the will of the Company, as an officer, director or key employee of the Company for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation.

2. **Definitions.** As used in this Agreement:

(a) A "Change in Control" shall mean the acquisition by any person or entity of voting shares of the Company if upon such acquisition such person is the beneficial owner (as defined under Section 13(d) of the Securities Exchange Act of 1934) of at least 50% of the voting shares of the Company; consummation of a consolidation or merger involving the Company in which the Company is not the surviving entity (unless the stockholders of the Company immediately prior to such transaction beneficially own voting securities in the surviving parent entity representing at least 50% of the voting shares in substantially the same ownership proportions as immediately before such transaction); the sale, lease or exchange of all or substantially all of the Company's assets; or the shareholder approval of a plan of liquidation or dissolution of the Company followed by a substantial event representing commencement of such liquidation or dissolution.

(b) "Company" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that if Indemnitee 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, Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation of its separate existence had continued.

(c) "Corporate Status" describes the status of a person who is or was a director, officer, employee or agent of the Company or of any other corporation, partnership or

joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the request of the Company.

(d) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnatee.

(e) "Enterprise" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnatee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary.

(f) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedes bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnatee or the amount of judgments or fines against Indemnatee.

(g) Reference to "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

(h) The term "Proceeding" shall include any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, including any and all appeals, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, in which Indemnatee was, or will be involved as a party or otherwise by reason of the fact that Indemnatee is or was a director or officer of the Company, by reason of any action taken by him or of any action on his part while acting as director or officer of the Company, or by reason of the fact that he is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Agreement; except one initiated by a Indemnatee to enforce his rights under this Agreement.

(i) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnities under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

3. Indemnity in Third-Party Proceedings. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal proceeding had no reasonable cause to believe that such conduct was unlawful.

4. Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

5. Indemnification for Expenses of a Party who is Wholly or Partly Successful Notwithstanding any other provisions of this Agreement, to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such

Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. If the Indemnitee is not wholly successful in such Proceeding, the Company also shall indemnify Indemnitee against all Expenses reasonably incurred in connection with a claim, issue or matter related to any claim, issue, or matter on which the Indemnitee was successful. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

6. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

7. Additional Indemnification.

(a) Notwithstanding any limitation in Sections 3, 4, or 5, the Company shall indemnify Indemnitee to the fullest extent permitted by law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with the Proceeding. No indemnity shall be made under this Section 7(a) on account of Indemnitee's conduct which constitutes a breach of Indemnitee's duty of loyalty to the Company or its stockholders or is an act or omission not in good faith or which involves intentional misconduct or a knowing violation of the law.

(b) Notwithstanding any limitation in Sections 3, 4, 5 or 7(a), the Company shall indemnify Indemnitee to the fullest extent permitted by law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with the Proceeding.

(c) For purposes of Sections 7(a) and 7(b), the meaning of the phrase "to the fullest extent permitted by law" shall include, but not be limited to:

i. to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and

ii. to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

8. **Exclusions.** Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state or local law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated or brought voluntarily by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board of Directors of the Company authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

9. **Advances of Expenses.** Notwithstanding any provision of this Agreement to the contrary and upon written notice to the Company, the Company shall pay Expenses incurred by the Indemnitee in advance of the final disposition of a Proceeding. Indemnitee undertakes to repay the amount of each Advance if it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Company. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement. This Section 9 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 8.

10. **Selection of Counsel.** In the event the Company shall be obligated under Section 9 hereof to pay the expenses of any Proceeding against Indemnitee, the Company, if appropriate, shall be entitled to assume the defense of such Proceeding, with counsel approved by Indemnitee, which approval shall not be unreasonably withheld, upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same Proceeding, provided that (i) Indemnitee shall have the right to employ his counsel in any such Proceeding at Indemnitee's expense; and (ii) if (A) the employment of counsel by Indemnitee has been previously authorized by the Company, (B) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense, or (C) the Company shall not, in fact, have employed counsel to assume the defense of such Proceeding, then the fees and expenses of Indemnitee's counsel shall be at the expense of the Company.

11. Procedure for Notification and Defense of Claim.

(a) Indemnitee shall, as a condition precedent to his right to be indemnified under this Agreement, give the Company notice in writing as soon as practicable of any claim made against Indemnitee for which indemnification will or could be sought under this Agreement, provided however, that a delay in giving such notice shall not deprive Indemnitee of any right to be indemnified under this Agreement unless, and then only to the extent that, such delay is materially prejudicial to the defense of such claim. The omission to notify the Company will not relieve the Company from any liability for indemnification which it may have to Indemnitee otherwise than under this Agreement. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

(b) The Company will be entitled to participate in the Proceeding at its own expense.

12. Procedure upon Application for Indemnification.

(a) Upon written request by Indemnitee for indemnification pursuant to Section 11 or 9 of this Agreement, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee; or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, whether or not such majority constituted a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, whether or not such majority constituted a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Board, by the stockholders of the Company. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) hereof, the Independent Counsel shall be selected as provided in this Section 12(b). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board of

Directors, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within 10 days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; *provided, however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 11(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the Court or by such other person as the Court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12(a) hereof. Upon the due commencement of any judicial proceeding pursuant to Section 14 of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

13. Presumptions and Effect of Certain Proceedings.

(a) Upon making a written request for indemnification, the Indemnitee shall be presumed to be entitled to indemnification hereunder, and the Company shall have the burden of proof in the making of any determination contrary to such presumption. The person or persons empowered to make the determination of entitlement to indemnification shall, within 45 days in the case of indemnification and within 20 days in the case of an Advance after receipt by the Company of the Indemnitee's written request for indemnification or an advance, specifically determine that the Indemnitee is so entitled, unless it or they make a determination that (i) sufficient evidence exists to rebut the presumption that the Indemnitee has met the applicable standard of conduct set forth in Section 3, 4 or 5 hereof and it is determined that the Indemnitee did not meet the applicable standard of conduct or (ii) that the request relates to one of the matters with respect to which Section 8 of this Agreement prohibits indemnification. The termination of any Proceeding described in Section 3, 4 or 5 by judgment, order, settlement conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not meet the applicable standard of conduct set forth in Section 3, 4 or 5 or otherwise adversely affect the rights of the Indemnitee to indemnification except as may be provided herein.

(b) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal

counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with the reasonable care by the Enterprise. The provisions of this Section 13(b) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(c) The knowledge and/or actions, or failure to act, of any other director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

14. Remedies of Indemnitee in Cases of Determination not to Indemnify or to Advance Expenses Regardless of any action taken under Section 12(a) of this Agreement, if Indemnitee has not received payment in full within 45 days after making a written demand for indemnification in accordance with Section 11(a), or within 20 days after making a written request for an Advance in accordance with Section 9, Indemnitee shall have the right to enforce Indemnitee's indemnification rights under this Agreement by commencing litigation in accordance with Section 26 herein seeking an initial determination by the court or challenging any determination made pursuant to Section 12(a) of this Agreement or any aspect thereof. The Company hereby consents to service of process and to appear in any such proceeding. Any determination made pursuant to Section 12(a) of this Agreement not challenged by the Indemnitee shall be binding on the Company and Indemnitee. The remedy provided for in this Section 12 shall be in addition to any other remedies available to Indemnitee at law or in equity.

15. Expenses to Enforce Agreement. In the event that the Indemnitee is subject to or intervenes in any Proceeding in which the validity or enforceability of this Agreement is at issue or seeks an adjudication or to enforce his rights under, or to recover damages for breach of, this Agreement, the Indemnitee, if he prevails in whole or in part in such action, shall be entitled to recover from the Company and shall be indemnified by the Company against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

16. Non-exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Company's Certificate of Incorporation, the Company's Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's Certificate of Incorporation and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every

other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent the Company maintains liability insurance applicable to directors and officers, the Indemnitee shall be covered by such policies in such a manner as to provide to the Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's directors, if the Indemnitee is a director, or of the Company's officers, if the Indemnitee is not a director of the Company but is an officer.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided hereunder) hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

17. Duration of Agreement. This Agreement shall continue until and terminate upon the later of: (a) 10 years after the date that Indemnitee shall have ceased to serve as a director or officer of the Company or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which Indemnitee served at the request of the Company; or (b) one year after the final termination of any Proceeding, including any and all appeals, then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 14 of this Agreement relating thereto.

18. Successors and Assigns. This Agreement shall be binding upon the Company and its successors and assigns and shall insure to the benefit of Indemnitee and his heirs, executors and administrators.

19. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be

affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

20. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

21. Effectiveness of Agreement. This Agreement shall be effective as of the date set forth on the first page and may apply to acts or omissions of Indemnitee which occurred prior to such date if Indemnitee was an officer, director, employee or other agent of the Company, or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, at the time such act or omission occurred.

22. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

23. Notice by Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

24. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(a) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide to the Company.

(b) If to the Company to

Paychex, Inc.
Attn: Legal Department
911 Panorama Trail South
Rochester, NY 14625

or to any other address as may have been furnished to Indemnitee by the Company.

25. **Contribution.** To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

26. **Applicable Law and Consent to Jurisdiction.** This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably CT Corporation System, 1209 Orange Street, Wilmington, Delaware 19801 as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

27. **Identical Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

28. **Miscellaneous.** Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

PAYCHEX, INC.

INDEMNITEE

By: _____

Name: Martin Mucci

Title: CEO

Name:

Address:

**CERTIFICATION PURSUANT TO
SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, MARTIN MUCCI, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Paychex, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 28, 2012

/s/ Martin Mucci

President and Chief Executive Officer

**CERTIFICATION PURSUANT TO
SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, EFRAIN RIVERA, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Paychex, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 28, 2012

/s/ Efrain Rivera

Senior Vice President, Chief Financial Officer, and
Treasurer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Paychex, Inc. (the "Company") on Form 10-Q for the period ended February 29, 2012 as filed with the Securities and Exchange Commission ("SEC") on the date hereof (the "Report"), I, MARTIN MUCCI, Chief Executive Officer (principal executive officer) of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the SEC upon request.

Date: March 28, 2012

/s/ Martin Mucci

Martin Mucci

President and Chief Executive Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Paychex, Inc. (the "Company") on Form 10-Q for the period ended February 29, 2012 as filed with the Securities and Exchange Commission ("SEC") on the date hereof (the "Report"), I, EFRAIN RIVERA, Chief Financial Officer (principal financial officer) of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the SEC upon request.

Date: March 28, 2012

/s/ Efrain Rivera

Efrain Rivera
Senior Vice President, Chief Financial Officer, and Treasurer