UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): December 31, 2007

ESCO TECHNOLOGIES INC.
(Exact Name of Registrant as Specified in Charter)

Missouri	1-10596	43-1554045
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

9900A Clayton Road, St. Louis, Missouri	63124-1186
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: 314-213-7200

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2 (b) under the Exchange Act (17 CFR 240.14d-2 (b))

[ ] Pre-commencement communications pursuant to Rule 13e-4 (c) under the Exchange Act (17 CFR 240.113d-4 (c))

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

The Registrant entered into employment agreements effective on or about November 1, 1999 with executive officers V.L. Richey, Jr., G.E. Muenster and A.S. Barclay. These employment agreements were amended to extend until November 2, 2004, and were further amended on May 5, 2004 to provide for automatic renewal after November 2, 2004 for subsequent one year periods unless a six month notice of non-renewal is given by the Registrant or the executive.

The employment agreements provide for a base salary of not less than their fiscal year 1999 base salary, as increased in accordance with the Registrant's compensation policy, and an annual bonus. These executives are also entitled to participate in any stock options, restricted stock or performance shares awards and other compensation as the Registrant's Human Resources and Compensation Committee shall determine. They are also entitled to participate in all employee benefit programs of the Registrant applicable to senior executives, and the Registrant will continue to provide certain perquisites, including financial planning, an automobile allowance and club memberships.

The Registrant has the right to terminate the employment of the executive officers at any time upon thirty days notice for cause or without cause, and these executives have the right to resign at any time upon thirty days notice. Cause is defined in the agreements as an executive's willful failure to perform his duties, disability or incapacity extending for nine consecutive months, willful misconduct, conviction of a felony, breach of any material provision of the employment agreement, or a determination by the Board that the executive committed fraud, embezzlement, theft or misappropriation against the Registrant.

If an executive's employment is terminated by the Registrant other than for cause, or if an executive terminates his employment following certain actions by the Registrant, such as failing to comply with the agreement, materially reducing the executive's responsibilities or requiring the executive to relocate, the executive will be entitled to receive certain compensation benefits. In the case of such a termination, Mr. Richey will receive for two years, and Mr. Muenster and Ms. Barclay will receive for one year: (i) the continuation of their then-current base salary and bonus (bonus calculated using the annual percentage of base salary for the last fiscal year prior to termination), (ii) immediate vesting of outstanding stock options and immediate vesting and payout of earned performance-accelerated restricted shares, and (iii) continuation of employee benefits and perquisites for the period of base salary continuation. If an executive's employment is terminated in connection with a Change of Control (as defined), the executive will not receive the foregoing benefits, and will receive instead the benefits payable under the Registrant's Severance Plan.

The employment agreements prohibit the executives from disclosing confidential information or trade secrets concerning the Registrant, and for a specific period from soliciting employees of the Registrant and from soliciting customers or distributors of the Registrant.

Effective December 31, 2007, the employment agreements were amended so that the amounts payable upon termination of employment (other than in connection with a change of control of the Registrant) would not be subject to Section 409A of the Internal Revenue Code of 1986, as amended. These amendments included the following provisions:

(a) The executive may elect to receive his/her base salary and bonus termination amounts (i) in lump sums payable March 15 of the calendar year following the calendar year in which termination occurs, or (ii) in equal biweekly installments commencing after termination, provided that any remaining installments shall be paid in a lump sum 2 1/2 months following the end of the calendar year or fiscal year of the Registrant in which termination occurs (whichever is later);

(b) Executive outplacement assistance shall not extend past the last day of the executive's second taxable year following the taxable year in which termination occurs; and

(c) The "Good Reason" definition relative to the executive's termination on that basis was modified to require that the executive give notice, allow for a cure period for the Registrant, and that the termination occur within two years of the triggering event.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit No.	Description of Exhibit
10.1	Third Amendment to Employment Agreement dated as of December 31, 2007 between the Registrant and Victor L. Richey, Jr.*

*Identical Amendments To Employment Agreements between the Registrant and executive officers A.S. Barclay and G.E. Muenster, except that (i) the termination amounts payable under Paragraph 9.a(1) are equal to base salary for 12 months, and (ii) under Paragraph 9.a(1)(B), such termination amounts may be paid in biweekly installments equal to 1/26th of such amounts.

SIGNATURE

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 hereunto duly authorized.

ESCO TECHNOLOGIES INC.

Dated: January 7, 2008

By: /s/T.B. Martin
T.B. Martin
Assistant Secretary

EXHIBIT INDEX

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EX-10.1

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AGREEMENT entered into as of the 31st day of December, 2007, between ESCO Technologies Inc. ("Company") and Victor L. Richey, Jr. ("Executive").

WITNESSETH:

WHEREAS, the Company and the Executive entered into an Employment Agreement as of the 3rd day of November, 1999 ("Agreement"), which Agreement was amended as of the 9th day of August, 2001; and

WHEREAS, the parties retained the right to amend the Agreement pursuant to Article 15 thereof; and

WHEREAS, the parties desire to again amend the Agreement effective as of December 31, 2007.

NOW, THEREFORE, effective as of December 31, 2007, the Agreement is amended as follows:

1. Paragraph 9.a and subparagraphs (1) and (2) thereof are deleted and replaced with the following:

a. Termination by the Company other than for Cause.

If, during the term of this Agreement, but under circumstances not described in paragraph 8, above, the Executive's employment is terminated by the Company for reasons other than "Cause" (as hereinafter defined), including purported termination (i.e., the Executive is placed on a terminal leave of absence by the Company), then, provided the Executive executes the Standard Severance Agreement and Release then in general use by ESCO for this purpose, the Executive shall receive the following:

(1) The Company shall pay the Executive an amount equal to his base salary for 24 months at the rate in effect at the date of such termination of employment. Such amount shall be paid in either of the following forms, as elected by the Executive:

(A) in a lump sum on the regularly scheduled payroll date of the Company coinciding with or immediately preceding March 15 of the calendar year following the calendar year in which such termination occurs; or

(B) in biweekly installments equal to 1/52nd of such amount, commencing on the regularly scheduled payroll date of the Company immediately following such termination and continuing on each succeeding regularly scheduled biweekly payroll date; provided, however, that the installments, if any, remaining to be paid on the regularly scheduled payroll date coinciding with or immediately preceding the fifteenth day of the third month following the end of the calendar year or fiscal year of the Company in which such termination occurs, whichever is later, shall be paid in a lump sum on such date.

(2) As a supplement to the payment of the Executive's base salary rate under subparagraph (1), above, the Company shall also pay the Executive an amount equal to his PCP Percentage and ICP Percentage (as hereinafter defined), as applicable, for 24 months following such termination in the same manner as determined under subparagraph (1). For this purpose, his PCP Percentage and ICP Percentage shall be no less than his annual percentage (of base salary) under the Company's Performance Compensation Plan and Incentive Compensation Plan, respectively, in which the Executive participates, for the last fiscal year prior to the termination.

2. Subparagraph (8) of paragraph 9.a is revised to read as follows:

(8) The Company shall make available, for such period which it determines (but in no event ending later than the last day of the second taxable year of the Executive following the taxable year in which termination of employment occurs), executive outplacement assistance which it determines to be appropriate for Executive.

3. The second sentence of paragraph 9.c is revised to read as follows:

"Good Reason" shall mean the occurrence of any one or more of the following events:

(1) any material failure by the Company to comply with any of the provisions of this Agreement, other than a failure to comply with paragraphs 3 through 7 hereof inclusive solely by reason of a reduction in compensation or benefits that applies to all Senior Management employees;

(2) the Company's requiring the Executive to move his residence from the Greater St. Louis, Missouri area due to a material change in the geographic location at which the Executive must perform his duties; or

(3) the Company's assigning duties to Executive which are, expressly or in practical effect, a material and substantial demotion from or substantial reduction of Executive's present executive or material responsibilities, whether or not accompanied by a reduction in remuneration;

provided, however, that termination of employment shall be for "Good Reason" only if (i) the Executive provides notice to the Company of the existence of the applicable event described in this paragraph 9.c no later than 90 days following the initial occurrence of such event, (ii) the Company fails to remedy such event with 30 days after receiving such notice, and (iii) such termination occurs within two years following the initial occurrence of such event.

IN WITNESS WHEREOF, the foregoing Agreement was executed effective as of December 31, 2007.

ESCO TECHNOLOGIES INC.

By: /s/ V.L. Richey, Jr.	/s/ Deborah J. Hanlon
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	Executive