

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): September 30, 2014

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

Missouri
(State or Other
Jurisdiction of Incorporation)

1-10596
(Commission
File Number)

43-1554045
(I.R.S. Employer
Identification No.)

9900A Clayton Road, St. Louis, Missouri
(Address of Principal Executive Offices)

63124-1186
(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:

- 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))
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Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On October 1, 2014 Mr. J.D. Woods retired and resigned from the registrant's Board of Directors, and the previously authorized reduction in the authorized size of the Board of Directors from nine to eight members, and the corresponding reduction in Class I from three to two members, became effective.

Item 8.01 **Other Events**

On September 30, 2014 the Compensation and Human Resources Committee of the registrant's Board of Directors approved a restatement of the registrant's Compensation Plan for Non-Employee Directors, reflecting all amendments through May 19, 2014, the date the Plan was last amended. The restatement of the Plan was approved solely for clarity and convenience of reference, and did not amend the Plan in any respect. A copy of the Plan as so restated is attached to this report as Exhibit 10.1.

Item 9.01 **Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	Compensation Plan for Non-Employee Directors, Restated to Reflect All Amendments Through May 19, 2014

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.

Date: October 2, 2014.

ESCO TECHNOLOGIES INC.

By: /s/G.E. Muenster
G.E. Muenster
Executive Vice President
and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	Compensation Plan for Non-Employee Directors, Restated to Reflect All Amendments Through May 19, 2014

ESCO TECHNOLOGIES INC.

COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS

Restated to Reflect All Amendments Through May 19, 2014

1. Purpose. The purpose of the Plan is to enable ESCO Technologies Inc. (the "Company") to compensate each non-employee member of the board of directors of the Company (such board of directors hereinafter referred to as the "Board" and each such non-employee member of the Board hereinafter referred to as the "Director") who contributes to the Company's success by his or her ability, ingenuity and knowledge, and to better ensure that the interests of such Director are more closely aligned with the interests of the Company's shareholders by paying a significant portion of his or her compensation in shares of the Company's common stock ("Common Stock").

2. Payment of Annual Retainer. Each Director shall receive an annual retainer fee (the "Retainer Fee") payable partially in cash (the "Cash Portion of the Retainer Fee") and partially in shares of Common Stock (the "Stock Portion of the Retainer Fee") as determined from time to time by action of the Human Resources and Compensation Committee of the Board ("HRCC"). The total amount of the Retainer Fee shall also be determined from time to time by action of the HRCC. The Cash Portion of the Retainer Fee shall be paid in January of each year for that calendar year. The Stock Portion of the Retainer Fee shall be distributed quarterly no later than the 15th business day of each quarter of the calendar year and shall represent consideration for services to be performed for the quarter then beginning. Provided, however, that the HRCC reserves the right to change the frequency of payment/distribution of the Retainer Fee. To be entitled to a quarterly Retainer Fee stock distribution, the Director must be a member of the Board on the first day of the corresponding quarter.

3. Other Compensation. In addition to payment of the Retainer Fee provided for in Section 2, each Director shall be paid such additional cash fees for attendance at Board and Board Committee meetings, service as chairman of a committee, service as lead director or other fees as approved by the HRCC from time to time.

4. Deferral of Compensation. Directors may elect to defer the receipt of all (but not less than all) of the annual Cash Portion of the Retainer Fee and other cash compensation in stock equivalents and/or to defer the receipt of all (but not less than all) of the quarterly installment of the Stock Portion of the Retainer Fee in stock equivalents by executing and delivering an election form to the Company no later than the end of the calendar year preceding the calendar year in which such amounts will be earned and subject to such other conditions as the Company shall determine. Any newly elected Director may elect at any time up to 30 days after the effective date of his or her election to the Board to defer Retainer Fees or other cash compensation paid for services to be performed after the election. Except as otherwise provided herein, the election to defer Retainer Fees or other cash compensation shall be irrevocable as to amounts earned in the following calendar year or, in the case of any such election by a newly elected Director, in the calendar year in which such election is made as applicable and shall remain in effect until a new election form is delivered to the Company or distributions commence, whichever is earlier. Any such new election form shall apply only to future Retainer Fees or other cash compensation earned after the calendar year in which such new election form is filed. If a Director desires to defer fees earned after a distribution commences, he or she must file a new election form to defer such fees prior to the commencement of the calendar year in which such fees will be earned.

(a) Deferred Compensation Account.

(i) The Company shall establish a deferred compensation bookkeeping account (the "Account") for each Director electing to defer Retainer Fees or other cash compensation. As of the date a Retainer Fee or other cash compensation would otherwise be paid to the Director (absent the deferral election), the Company shall credit to the Account the amount of Retainer Fees or other cash compensation which the Director has elected to defer. The credit shall be in stock equivalents ("Stock Equivalents") only, determined as follows:

(a) For each share of Common Stock otherwise payable as the quarterly distribution of the Stock Portion of the Retainer Fee which the Director elects to defer, the Company shall credit the Account with one Stock Equivalent.

(b) For the annual payment of the Cash Portion of the Retainer Fee which the Director elects to defer, the Company shall credit the Account with that number of Stock Equivalents equal to the dollar amount of such portion, divided by the Fair Market Value (as hereafter defined) per share of the Common Stock on the first day of the corresponding quarter.

(c) For other cash compensation which the Director elects to defer, the Company shall credit the Account with that number of Stock Equivalents equal to the dollar amount of such compensation, divided by the Fair Market Value per share of the Common Stock on the first day of the corresponding quarter.

"Fair Market Value" as of any date shall mean the closing price of the Common Stock on the New York Stock Exchange on such date (or on the most recent date on which the Common Stock is traded).

(ii) The Account shall be credited, as of the payment date of any cash dividends paid on Common Stock, with additional Stock Equivalents equal to the product of the per share dividend and the number of Stock Equivalents credited to the Account and dividing such product by the Fair Market Value per share of the Common Stock as of the dividend payment date. The Account shall be credited, as of the payment date of any stock dividends paid on Common Stock with additional Stock Equivalents equal to the product of the per share dividend and the number of Stock Equivalents credited to the Account.

(b) Distribution.

(i) Except as otherwise provided in the Plan, the balance in the Account shall be distributed to the Director commencing on the date which the Director has specified on the election form; provided, however, that such distribution must begin no later than the Director's 65th birthday or upon termination of the Director's service as a Director, whichever is later ("Commencement Date"). Distribution shall be made in cash (the "Cash Distribution") or in shares of Common Stock (the "Common Stock Distribution") as the Director shall elect in the election form; provided, that the portion of the Account representing the Stock Portion of the Retainer Fee which has been deferred may only be distributed in the form of a Common Stock Distribution. The Cash Distribution shall equal the number of Stock Equivalents then credited to the Account as of the Commencement Date multiplied by the Fair Market Value per share of Common Stock as of such date. If Cash Distribution is to be made in installments, the amount of such distribution shall be based upon the number of Stock Equivalents credited to the Account as of the date each installment is to be made, multiplied by the Fair Market Value per share of Common Stock as of each such date. The Common Stock Distribution shall equal the number of shares of Common Stock equal to the number of Stock Equivalents credited to the Account as of the Commencement Date; provided that Distribution of Common Stock shall be rounded down to the nearest whole share of Common Stock and any fractional share shall be paid in cash in an amount equal to the fractional share multiplied by the Fair Market Value per share as of the Commencement Date.

(ii) Distribution shall be made either in a lump sum or, as specified on the Director's election form, in quarterly, semi-annual or annual installments, over a period not to exceed 5 years from the Commencement Date; provided, that Common Stock Distributions may not be made more frequently than semi-annually. An election to change the medium (cash or stock) of distribution with respect to the Account must be received by the Company prior to January 1 of the calendar year in which distributions are to be made pursuant to such election and must be approved in advance by the HRCC. An election to change the form (lump sum or installments) or time of distribution with respect to the Account must be approved in advance by the HRCC and (i) in the case of any such election received by the Company prior to January 1, 2008, shall apply only to amounts that would not otherwise be payable in 2007 and may not cause an amount to be paid in 2007 that would not otherwise be payable in 2007, and (ii) in the case of any other such election, must be received by the Company at least one year prior to the date such distribution would otherwise be made or commence, and payment or commencement of such distribution shall be deferred for a period of five years (or such longer period elected by the Director) from the date such distribution would otherwise have been made or commenced.

(iii) Notwithstanding the provisions of paragraph 4(b)(i):

(A) in the event the Director is removed from the Board, the balance in the Account shall be paid in the manner elected by the Director pursuant to paragraph 4(b)(ii), provided that no such payment shall be made or commence prior to January 1, 2008; or

(B) in the event the Director terminates service on the Board on account of death, the balance in the Account shall be payable in a lump sum in a Cash Distribution within 30 days after January 1 of the following calendar year (the "Cash Distribution Date"). The Cash Distribution shall equal the number of Stock Equivalents then credited to the Account as of the Cash Distribution Date multiplied by the Fair Market Value per share of Common Stock as of the Cash Distribution Date.

(iv) In the event the Director becomes disabled (as hereafter defined), the balance in the Account (determined in accordance with paragraph 4(b)(i) as of the date of disability) shall be paid in a lump sum within 30 days following the Director's disability. For this purpose, a Director shall be considered disabled only if such Director is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

(v) The Company shall deduct from all distributions hereunder any taxes required to be withheld by the federal or any state or local government.

5. Change in Control.

(a) Notwithstanding any other provision of the Plan, if a Change in Control occurs and within one year subsequent to such Change in Control the Director ceases to serve as a member of the Board for any reason, the balance in the Account shall be paid in a lump sum to the Director, in the manner determined in paragraph 5(b) below, on the 15th day of February following the end of the calendar year in which such termination occurs.

(b) The payment determined under this paragraph 5(b) shall be a Cash Distribution in an amount equal to the greater of the following:

(i) the number of Stock Equivalents then credited to the Account multiplied by the Fair Market Value per share of Common Stock as of either (i) the date of termination of the Director's service on the Board (if such Common Stock is still in existence), or (ii) the date of the Change in Control, whichever is greater; or

(ii) the number of Stock Equivalents then credited to the Account multiplied by the fair market value per share of the consideration received by holders of Common Stock in the Change in Control as of either (i) the date of termination of the Director's service on the Board, or (ii) the date of the Change in Control, whichever is greater.

(c) Notwithstanding paragraph (b) above, if the consideration in the Change in Control takes the form of stock of an acquiring corporation, payment may be in the form of such stock of such corporation, in lieu of cash.

A "Change in Control" shall be defined to mean (i) a merger, consolidation or reorganization of the Company in which, as a consequence of the transaction, a majority of the incumbent Directors immediately prior to such transaction are replaced during the 12-month period following such transaction as directors of the continuing or surviving corporation by directors whose appointment or election is not endorsed by a majority of such incumbent Directors; (ii) the acquisition, directly or indirectly, of the power to vote more than 50% of the outstanding Common Stock and/or any other stock of the Company with voting rights by any person, entity or "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934); or (iii) any sale or other transfer, in one or a series of related transactions occurring within a 12-month period, by any person, entity or "group" (within the meaning of Section 409A of the Internal Revenue Code of 1986) of all or substantially all of the assets of the Company.

(d) The Company shall promptly reimburse the Director for all legal fees and expenses reasonably incurred in successfully obtaining or enforcing any right or benefit provided under this Section.

6. Distribution of Common Stock. The maximum number of shares of Common Stock available for distribution pursuant to the Plan shall be 200,000 shares, subject to adjustment as set forth in Section 7. The shares of Common Stock issuable to Directors under the Plan shall be issued from shares held in the Company's treasury.

7. Adjustment to Shares of Stock Issuable Pursuant to Plan. In the event of any change in the outstanding shares of Common Stock of the Company by reason of any stock split, stock dividend or recapitalization of the Company, an equitable adjustment shall be made to the number of shares of Common Stock issuable under the Plan, the amount of the Stock Portion of the Retainer Fee set forth in Section 2 and the number of Stock Equivalents credited to the Account for any Director, as the HRCC determines is necessary or appropriate, in its discretion, to give proper effect to such corporate action. Any such adjustment determined in good faith by the HRCC shall be conclusive and binding for all purposes of the Plan.

8. Amendments. Section 5 of the Plan may not be amended or modified or terminated after the occurrence of a Change in Control with respect to benefits accrued as of such occurrence. The Plan may otherwise be amended, modified or terminated by the HRCC at any time, provided that no such action shall reduce the amounts credited to the Account of any Director immediately prior to such action or change the time, method or manner of distribution of such Account.

9. Miscellaneous.

(a) The provisions of the Plan shall be binding upon and enforceable against the Company and/or the continuing or surviving corporation in a Change of Control.

(b) Neither the Director nor any other person shall have any interest in any fund or in any specific asset of the Company by reason of amounts credited to the Account of a Director hereunder, or the right to exercise any of the rights or privileges of a shareholder (including the right to vote) with respect to any Stock Equivalents credited to the Account or to receive any distribution under the Plan except as expressly provided for in the Plan. Distributions hereunder shall be made from the general assets of the Company, and the rights of the Director shall be those of an unsecured general creditor of the Company.

(c) The Company may require that the Directors shall agree to acquire shares of Common Stock under the Plan for investment and not for resale or distribution except pursuant to a registration statement under the Securities Act of 1933 or an exemption from such registration, and may require that certificates representing such shares shall bear a customary restrictive legend to this effect.

(d) The interest of the Director under the Plan shall not be assignable by the Director or the Director's beneficiary or legal representative, either by voluntary assignment or by operation of law, and any such attempted assignment shall be ineffective to transfer the Director's interest; provided, however, that (i) the Director may designate beneficiaries to receive any benefit payable under the Plan upon death, and (ii) the legal representative of the Director's estate may assign his or her interest under the Plan to the persons entitled to any such benefit.

(e) Nothing contained herein shall impose any obligation on the Company to continue the tenure of the Director beyond the term for which such Director has been elected or prevent his or her removal.

(f) The Plan shall be interpreted by and all questions arising in connection therewith shall be determined by the HRCC, whose interpretation or determination shall be conclusive and binding.

(g) If any amounts deferred pursuant to the Plan are found in a final judgment or other order to have been includible in gross income by a Director prior to payment of such amounts from his or her Account, such amounts shall be immediately paid to such Director, notwithstanding any election pursuant to Section 4.

(h) The provisions of the Plan shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to the principles of conflicts of law which might otherwise apply.

10. Effective Date. The Plan shall become effective July 1, 2001.

ESCO TECHNOLOGIES INC.
COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS
ELECTION FORM

Pursuant to the ESCO Technologies Inc. Compensation Plan For Non-Employee Directors:

1. COMPENSATION TO BE DEFERRED:

£ I hereby elect to defer payment of my Cash Portion of the Retainer Fee and other cash compensation fees.

£ I hereby elect to defer distribution of my Stock Portion of the Retainer Fee.

I understand that all deferrals will be credited as Stock Equivalents to my Deferred Compensation Account.

2. TYPE OF DISTRIBUTION:

Stock Portion of the Retainer Fee:

£ Lump Sum – in shares

£ Installments over ____years (may not exceed 5 years) in shares

£ Semi-Annually in shares

£ Annually in shares

Cash Portion of the Retainer Fee and other cash compensation:

£ Lump Sum – in cash

£ Lump Sum – in shares

£ Installments over ____years (may not exceed 5 years)

£ Semi-Annually _____% in cash; ____% in shares

£ Annually _____% in cash; ____% in shares

£ Quarterly in cash

3. TIME OF DISTRIBUTION:

£ Lump sum distribution to be made on _____.

£ Installment distributions to commence on _____.

£ Distribution to be made or commence on the effective date of my retirement as a Director of the Company.

4. DESIGNATION OF BENEFICIARY: In the absence of such designation, payment will be paid to your estate. (Please include social security number and address.)

Name	Address	Social Security Number
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. This deferment will remain in effect with respect to each such subsequent year until such time as I may revoke the deferment or distributions commence, whichever is earlier. Such later filings shall apply only to Retainer Fees and other cash compensation to be earned after the calendar year in which such later

filings are made.

Director: _____ Date: _____