
**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): April 2, 2008

N-VIRO INTERNATIONAL CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware	0-21802	34-1741211
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File Number)	(IRS Employer Identification No.)

3450 W. Central Avenue, Suite 328 Toledo, Ohio	43606
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (419) 535-6374

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 240.13e-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

(e) New Employment Agreement with Principal Executive Officer.

Effective as of April 2, 2008, N-Viro International Corporation (the "Company") entered into a First Amendment to Employment Agreement (the "Amendment") with Timothy R. Kasmoch, the President and Chief Executive Officer of the Company. The Amendment extends the term of Mr. Kasmoch's Employment Agreement, dated as of February 13, 2007, for an additional two years. As a result, the term of Mr. Kasmoch's Employment Agreement will expire on February 12, 2011, instead of February 12, 2009 as provided for in the original Employment Agreement. Except for the extension of the term, there were no other changes to Mr. Kasmoch's Employment Agreement. The Amendment was approved by the Company's Board of Directors of the Company at a regular meeting held on April 2, 2008.

A copy of the Amendment is filed as Exhibit 10.1 to this Current Report.

Mr. Kasmoch has been employed by the Company as the President and Chief Executive Officer since February 14, 2006, and has served as a member of the Company's Board of Directors since January 27, 2006. A description of Mr. Kasmoch's original Employment Agreement was set forth in a Current Report on Form 8-K filed with the Securities and Exchange Commission on March 12, 2007.

Item 9.01 - Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Employment Agreement of Timothy R. Kasmoch, dated April 2, 2008.

The information in this Form 8-K, and the exhibit hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

SIGNATURE

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

N-VIRO INTERNATIONAL CORPORATION

Dated: April 7, 2008

By: /s/ James K. McHugh
James K. McHugh
Chief Financial Officer

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this "Amendment") is dated as of the 2nd day of April, 2008 by and between N-Viro International Corporation, a Delaware corporation (the "Company"), and Timothy R. Kasmoch ("Employee").

WITNESSETH:

WHEREAS, the Company and Employee entered into an Employment Agreement, effective as of February 13, 2007 (the "Agreement") and desire to amend the Agreement to extend the term of the Agreement for an additional 2 years as set forth in this Amendment.

NOW, THEREFORE, the parties hereto, in consideration of the promises and premises set forth herein, agree as follows:

1. Amendment to Section 3. Section 3 of the Agreement shall be deleted in its entirety and the following substituted in its place:

"Section 3. Term of Employment. The term of employment of Employee by the Company pursuant to this Employment Agreement shall be for the period (the "Employment Period") commencing on February 13, 2007 (the "Commencement Date") and ending on February 12, 2011 or such earlier date that Employee's employment is terminated or later date that Employee's employment is extended in accordance with the provisions of this Employment Agreement (the "Termination Date"). So long as Employee is in full compliance with all of the terms and conditions of this Employment Agreement, Employee is not in default under or in breach of any of the covenants, agreements, representations or warranties set forth in this Employment Agreement and neither Employee nor the Company has delivered a Notice of Termination (as hereinafter defined) to the other at least ninety (90) days prior to expiration of the then-current Employment Period that the Employment Period shall not be extended, then this Employment Agreement and the Employment Period shall automatically be extended for additional successive one (1) year periods."

2. Reaffirmation; Limitation of Amendment. Except as expressly modified herein, all of the terms and provisions of the Agreement shall remain in full force and effect.

3. Defined Terms. Any capitalized terms used in this Amendment not otherwise defined shall have the meanings set forth in the Agreement.

Signature Page to Immediately Follow

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

N-Viro International Corporation

By: /s/ James H. Hartung

Name: James H. Hartung

Title: Chairman of the Board