
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): July 21, 2010

MINERALS TECHNOLOGIES INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

1-11430

(Commission File
Number)

25-1190717

(IRS Employer
Identification No.)

622 Third Avenue, New York, NY

(Address of principal executive offices)

10017-0002

(Zip Code)

(212) 878-1800

(Registrant's telephone number, including area code)

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 240.13e-4(c))
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Item 5.02 **Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On July 21, 2010, Minerals Technologies Inc. (the "Company") and Joseph C. Muscari, the Company's Chairman of the Board and Chief Executive Officer, entered into a Second Amendment (the "Second Amendment") to Mr. Muscari's Employment Agreement dated November 7, 2006 (the "Employment Agreement"). Pursuant to the Second Amendment, the term of Mr. Muscari's employment has been increased from five (5) years to six (6) years, with the term ending no earlier than March 1, 2013.

Additionally, the Second Amendment states that certain awards to be granted to Mr. Muscari in 2012 pursuant to the terms of his Employment Agreement and the Company's 2001 Stock Option & Incentive Plan, including deferred restricted stock units, performance units and options to purchase the Company's common stock, will vest in 2013 on the first anniversary of the grant date of each such award. The vesting of such awards to be issued in 2012 are consistent with those to be issued in 2011 under the Employment Agreement.

The Second Amendment also confirms that, as provided in the original Employment Agreement, in the event Mr. Muscari is continuously employed by the Company through March 1, 2012, the Company will pay to Mr. Muscari a single pre-tax lump sum payment of approximately \$3,950,000 within 90 days following March 1, 2012. This payment replaces certain retirement benefits which Mr. Muscari would have earned had he remained with his prior company, and was originally scheduled to be paid after the term of Mr. Muscari's employment as previously provided under the Employment Agreement.

The foregoing description does not purport to be complete and is qualified in its entirety by the Second Amendment to Employment Agreement, a copy of which is attached as Exhibit 10.1 and which is incorporated herein by reference.

Item 9.01 **Financial Statements and Exhibits**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Amendment to Employment Agreement, dated July 21, 2010, by and between Joseph C. Muscari and the Company

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 hereunto duly authorized.

MINERALS TECHNOLOGIES INC.
(Registrant)

By: /s/ Thomas J. Meek
Name: Thomas J. Meek
Title: Vice President, General Counsel and Secretary

Date: July 27, 2010

EXHIBIT LIST

**EXHIBIT
NUMBER**

DESCRIPTION

10.1

Second Amendment to Employment Agreement, dated July 21, 2010, by and between Joseph C. Muscari and the Company

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT**

This Second Amendment, made as of July 21, 2010, by and between Minerals Technologies Inc., a Delaware corporation (the "Employer") and Joseph C. Muscari (the "Executive").

WHEREAS, the Employer and the Executive previously entered into an employment agreement, dated November 27, 2006, which was subsequently amended by the First Amendment thereto, dated as of December 18, 2008 (as amended thereby, the "Employment Agreement"); and

WHEREAS, the Employer and the Executive now wish to amend the Employment Agreement to extend its expiration date and make certain conforming revisions in connection therewith.

NOW, THEREFORE, the Employer and the Executive hereby amend the Employment Agreement, effective July 21, 2010, as follows:

1. The second sentence of Section 1(a) is hereby amended to read as follows:

For purposes of this Agreement, "Term" shall mean a period of six (6) years beginning on the Commencement Date and ending on the day before the sixth anniversary thereof, but not earlier than March 1, 2013.

2. Section 1(c) is hereby amended by adding the following sentence at the end thereof:

The awards to be made in 2012 will vest in 2013 on the first anniversary of each award.

3. The first three sentences of the second paragraph of Section 3 are hereby amended to read as follows:

Following March 1, 2012, Employer will provide the Executive with a pre-tax Lump Sum Payment (LSP), as agreed between Employer and Executive at the Commencement Date, in the amount of \$3,950,000 which will replace certain retirement benefits which Executive would have earned had he remained with his prior company. This LSP shall be calculated as the present value, as of March 1, 2012, of an annual joint & survivor annuity for the lives of the Executive and his spouse, should he predecease her, of approximately \$65,000 per year for each year of continuous employment. The LSP will be paid to the Executive in a single lump sum payment as soon as administratively practicable, but no later than 90 days, following March 1, 2012, if he is continuously employed by the Employer through such date.

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IN WITNESS WHEREOF, the Employer and the Executive have executed and delivered this amendment effective as of the date shown above.

MINERALS TECHNOLOGIES INC.

By: /s/ Thomas J. Meek July 21, 2010
Thomas J. Meek
Vice President, General Counsel and Secretary Date

By: /s/ D. Randy Harrison July 21, 2010
D. Randy Harrison
Sr. Vice-President of Organization and Human Resources Date

By: /s/ Michael F. Pasquale July 21, 2010
Michael F. Pasquale
Chairman, Minerals Technologies Inc. Compensation Committee Date

Agreed to by:

/s/ Joseph C. Muscari July 21, 2010
Joseph C. Muscari Date