
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 20, 2009

NEWPARK RESOURCES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-2960
(Commission
File Number)

72-1123385
(IRS Employer
Identification No.)

2700 Research Forest Drive, Suite 100
The Woodlands, TX
(Address of principal executive offices)

77381
(Zip Code)

Registrant's telephone number, including area code: **(281) 362-6800**

(Former name or former address, if changed since last report.)

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 240.13a-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensating Arrangements of Certain Officers.

On April 20, 2009, the executive management of Newpark Resources, Inc. (the “Company”) voluntarily agreed to a ten percent (10%) reduction in their base salary for the period from May 1, 2009 until December 31, 2009 (the “Temporary Reduction Period”). Included in the group of people undertaking the salary reduction are the individuals identified in the following table which also sets forth, for each officer, their existing base salary (the “Existing Base Salary”) and their reduced base salary (the “Reduced Base Salary”).

Executive/Title	Existing Base Salary	Reduced Base Salary
Paul L. Howes, President and Chief Executive Officer	\$486,000	\$437,400
James E. Braun, Vice President and Chief Financial Officer	\$298,920	\$269,028
Bruce C. Smith, Vice President of Newpark and President of Fluids Systems and Engineering	\$337,050	\$303,345
Mark J. Airola, Vice President, General Counsel, Chief Administrative Officer and Secretary	\$291,040	\$261,936
William D. Moss, Vice President of Newpark and President of Mats and Integrated Services	\$270,000	\$243,000
Samuel L. Cooper, Vice President of Newpark and President of Environmental Services	\$210,000	\$189,000

In connection with the temporary salary reduction, each of the executive officers listed above, with the approval of the Compensation Committee of the Company’s Board of Directors (and with respect to Mr. Howes, the independent members of the Board of Directors), entered into substantially similar amendments to their respective employment agreements (the “Amendments”) to reflect the temporary salary decrease.

The actual salary paid in 2009 (as reduced pursuant the Amendments) will be used for purposes of determining bonuses payable to the executive management, if any, under the 2003 Executive Incentive Compensation Plan (annual cash bonus plan). Notwithstanding the temporary reduction in the base salary, for purposes of calculating any severance payment or payments upon a change in control which may become payable during the Temporary Reduction

Period in accordance with each respective employment agreement or other agreement between the Company and Messrs. Howes, Braun, Smith Airola, Moss and Cooper, such payments will continue to be based upon the Existing Base Salary. Except as modified by the respective Amendments, the employment agreements otherwise remain in effect.

The foregoing description of the Amendments is qualified in its entirety by reference to the full text of the Amendments, copies of which are attached hereto as exhibits and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Amended and Restated Employment Agreement dated as of April 20, 2009, between Newpark Resources, Inc. and Paul L. Howes.
10.2	Amendment to Employment Agreement dated as of April 21, 2009, between Newpark Resources, Inc. and James E. Braun.
10.3	Amendment to Employment Agreement dated as of April 22, 2009, between Newpark Resources, Inc. and Bruce C. Smith.
10.4	Amendment to Employment Agreement dated as of April 22, 2009, between Newpark Resources, Inc. and Mark J. Airola.
10.5	Amendment to Employment Agreement dated as of April 23, 2009, between Newpark Resources, Inc. and William D. Moss.
10.6	Amendment to Employment Agreement dated as of April 22, 2009, between Newpark Resources, Inc. and Samuel L. Cooper.

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.

NEWPARK RESOURCES, INC.

Dated: April 23, 2009

By: /s/ James E. Braun

James E. Braun, Vice President and Chief
Financial Officer

Exhibit Index

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10.3	Amendment to Employment Agreement dated as of April 22, 2009, between Newpark Resources, Inc. and Bruce C. Smith.
10.4	Amendment to Employment Agreement dated as of April 22, 2009, between Newpark Resources, Inc. and Mark J. Airola.
10.5	Amendment to Employment Agreement dated as of April 23, 2009, between Newpark Resources, Inc. and William D. Moss.
10.6	Amendment to Employment Agreement dated as of April 22, 2009, between Newpark Resources, Inc. and Samuel L. Cooper.

**Amendment to Amended and Restated Employment Agreement Between
Paul L. Howes and Newpark Resources, Inc.**

This is an Amendment to the Amended and Restated Employment Agreement entered into between Paul L. Howes (“Executive”) and Newpark Resources, Inc. (“Company”) effective December 31, 2008 (“Employment Agreement”).

Due to the current economic situation, Executive and the Company mutually agree that Executive’s current annualized Base Salary of Four Hundred Thousand Eighty-Six Dollars and No Cents (\$486,000.00) set forth in Section 1.2(a) of Executive’s Employment Agreement will be reduced by ten percent (10%) to Four Hundred Thirty-Seven Thousand Four Hundred Dollars and No Cents (\$437,400.00). This 10% reduction to Executive’s annualized Base Salary will take effect on May 1, 2009, and will continue in effect through December 31, 2009. Beginning on January 1, 2010, Executive’s annualized Base Salary will be Four Hundred Thousand Eighty-Six Dollars and No Cents (\$486,000.00).

Executive’s Base Salary for purposes of calculating payments under the 2003 Executive Incentive Compensation Plan (“EICP”) as described in Section 1.2(b) of the Employment Agreement will likewise be adjusted for the period May 1, 2009 through December 31, 2009 to reflect this 10% reduction in Executive’s annualized Base Salary.

Executive and the Company agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the EICP are being made with the full knowledge and consent of Executive. Executive and the Company further agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the EICP do not constitute “Good Reason” for termination by Executive, as defined in Section 2.3, 2.7, and 3.10(b) of the Employment Agreement, or a termination by the Company.

Executive and the Company agree that if Executive’s employment is terminated at any time between May 1, 2009 and December 31, 2009 pursuant to Section 2.3 of Executive’s Employment Agreement, Executive’s payment provided for in Section 2.3(b)(i) and the calculation of the “Performance Target” set forth in Section 2.3(b)(ii) will be based upon Executive’s \$486,000.00 annualized Base Salary and not on Executive’s Base Salary at the time of termination of \$437,400.00.

Executive and the Company agree that if Executive’s employment is terminated at any time between May 1, 2009 and December 31, 2009 pursuant to Section 2.7 of Executive’s Employment Agreement, Executive’s payment provided for in Section 2.7(a)(i) and the calculation of the “Performance Target” set forth in Section 2.7(a)(ii) will be based upon Executive’s \$486,000.00 annualized Base Salary and not on Executive’s Base Salary at the time of termination of \$437,400.00.

All other terms and provisions in the Employment Agreement remain unchanged and in full force and effect.

**Amendment to Amended and Restated Employment Agreement Between
Paul L. Howes and Newport Resources, Inc.**

AGREED and ACCEPTED on this 20th day of April, 2009.

/s/ Paul L. Howes

Paul L. Howes (Executive)

/s/ Jerry Box

Jerry Box

Board Chairman

Newport Resources, Inc.

**Amendment to Employment Agreement between
James E. Braun and Newpark Resources, Inc.**

This is an Amendment to the Employment Agreement entered into between James E. Braun ("Executive") and Newpark Resources, Inc. ("Company") effective September 18, 2006 ("Employment Agreement").

Due to the current economic situation, Executive and the Company mutually agree that Executive's current annualized Base Salary of Two Hundred Ninety-Eight Thousand Nine Hundred Twenty Dollars and No Cents (\$298,920.00) set forth in Section 1.2(a) of Executive's Employment Agreement, as increased by the Company, will be reduced by ten percent (10%) to Two Hundred Sixty-Nine Thousand Twenty-Eight Dollars and No Cents (\$269,028.00). This 10% reduction to Executive's annualized Base Salary will take effect on May 1, 2009, and will continue in effect until the expiration of the Initial Term (as defined in the Employment Agreement), or, if the Employment Agreement is renewed, through December 31, 2009. Beginning on January 1, 2010, Executive's annualized Base Salary will be Two Hundred Ninety-Eight Thousand Nine Hundred Twenty Dollars and No Cents (\$298,920.00).

Executive's Base Salary for purposes of calculating payments under the 2003 Executive Incentive Compensation Plan ("EICP") as described in Section 1.2(c) of the Employment Agreement will likewise be adjusted for the period May 1, 2009 through December 31, 2009 to reflect this 10% reduction in Executive's annualized Base Salary.

Executive and the Company agree that this 10% reduction in Executive's annualized Base Salary and the corresponding adjustment to Executive's incentive compensation under the EICP are being made with the full knowledge and consent of Executive. Executive and the Company further agree that this 10% reduction in Executive's annualized Base Salary and the corresponding adjustment to Executive's incentive compensation under the EICP do not constitute "Good Reason" for termination by Executive, as defined in Section 2.3 and 3.10(b) of the Employment Agreement, or a termination by the Company.

Executive and the Company agree that if Executive's employment is terminated between May 1, 2009 and December 31, 2009 pursuant to Section 2.3 of Executive's Employment Agreement, Executive's "lump sum payment" provided for in Section 2.3(i)(A) or 2.3(i)(B) will be calculated based upon Executive's \$298,920.00 annualized Base Salary and not on Executive's "current annual Base Salary" of \$269,028.00.

Executive and the Company agree that if Executive's employment is terminated between May 1, 2009 and December 31, 2009 pursuant to Section 2.2 of Executive's Change in Control Agreement with the Company dated January 7, 2008 as a result of a Change in Control (as defined in Executive's Change in Control Agreement) or a Potential Change in Control (as defined in Executive's Change in Control Agreement), Executive's Termination Benefit provided for in Section 3.3 and Annex A of the Change in Control Agreement will be calculated based upon Executive's \$298,920.00 annualized Base Salary and not on Executive's base salary at the time of termination of \$269,028.00.

All other terms and provisions in the Employment Agreement and the Change in Control Agreement remain unchanged and in full force and effect.

**Amendment to Employment Agreement between
James E. Braun and Newpark Resources, Inc.**

AGREED and ACCEPTED on this 21st day of April, 2009.

/s/ James E. Braun

James E. Braun (Executive)

/s/ Paul L. Howes

Paul L. Howes
President & Chief Executive
Newpark Resources, Inc.

**Amendment to Employment Agreement between
Bruce Smith and Newpark Resources, Inc.**

This is an Amendment to the Employment Agreement entered into between Bruce Smith ("Executive") and Newpark Resources, Inc. ("Company") effective April 20, 2007 ("Employment Agreement").

Due to the current economic situation, Executive and the Company mutually agree that Executive's current annualized Base Salary of Three Hundred Thirty-Seven Thousand Fifty Dollars and No Cents (\$337,050.00) set forth in Section 1.2(a) of Executive's Employment Agreement, as increased by the Company, will be reduced by ten percent (10%) to Three Hundred and Three Thousand Three Hundred Forty-Five Dollars and No Cents (\$303,345.00). This 10% reduction to Executive's annualized Base Salary will take effect on May 1, 2009, and will continue in effect through December 31, 2009. Beginning on January 1, 2010, Executive's annualized Base Salary will be Three Hundred Thirty-Seven Thousand Fifty Dollars and No Cents (\$337,050.00).

Executive's Base Salary for purposes of calculating payments under the 2003 Executive Incentive Compensation Plan ("EICP") as described in Section 1.2(c) of the Employment Agreement will likewise be adjusted for the period May 1, 2009 through December 31, 2009 to reflect this 10% reduction in Executive's annualized Base Salary.

Executive and the Company agree that this 10% reduction in Executive's annualized Base Salary and the corresponding adjustment to Executive's incentive compensation under the EICP are being made with the full knowledge and consent of Executive. Executive and the Company further agree that this 10% reduction in Executive's annualized Base Salary and the corresponding adjustment to Executive's incentive compensation under the EICP do not constitute "Good Reason" for termination by Executive, as defined in Section 2.3 and 3.10(b) of the Employment Agreement, or a termination by the Company.

Executive and the Company agree that if Executive's employment is terminated between May 1, 2009 and December 31, 2009 pursuant to Section 2.3 of Executive's Employment Agreement, Executive's "lump sum payment" provided for in Section 2.3(i)(A) or 2.3(i)(B) will be calculated based upon Executive's \$337,050.00 annualized Base Salary and not on Executive's "current annual Base Salary" of \$303,345.00.

Executive and the Company agree that if Executive's employment is terminated between May 1, 2009 and December 31, 2009 pursuant to Section 2.2 of Executive's Change in Control Agreement with the Company dated January 7, 2008 as a result of a Change in Control (as defined in Executive's Change in Control Agreement) or a Potential Change in Control (as defined in Executive's Change in Control Agreement), Executive's Termination Benefit provided for in Section 3.3 and Annex A of the Change in Control Agreement will be calculated based upon Executive's \$337,050.00 annualized Base Salary and not on Executive's base salary at the time of termination of \$303,345.00.

All other terms and provisions in the Employment Agreement and the Change in Control Agreement remain unchanged and in full force and effect.

**Amendment to Employment Agreement between
Bruce Smith and Newpark Resources, Inc.**

AGREED and ACCEPTED on this 22nd day of April, 2009.

/s/ Bruce Smith

Bruce Smith (Executive)

/s/ Paul L. Howes

Paul L. Howes

President & Chief Executive
Newpark Resources, Inc.

**Amendment to Employment Agreement between
Mark Airola and Newpark Resources, Inc.**

This is an Amendment to the Employment Agreement entered into between Mark Airola (“Executive”) and Newpark Resources, Inc. (“Company”) effective September 18, 2006 (“Employment Agreement”).

Due to the current economic situation, Executive and the Company mutually agree that Executive’s current annualized Base Salary of Two Hundred Ninety-One Thousand Forty Dollars and No Cents (\$291,040.00) set forth in Section 1.2(a) of Executive’s Employment Agreement, as increased by the Company, will be reduced by ten percent (10%) to Two Hundred Sixty-One Thousand Nine Hundred Thirty-Six Dollars and No Cents (\$261,936.00). This 10% reduction to Executive’s annualized Base Salary will take effect on May 1, 2009, and will continue in effect until the expiration of the Initial Term (as defined in the Employment Agreement), or, if the Employment Agreement is renewed, through December 31, 2009. Beginning on January 1, 2010, Executive’s annualized Base Salary will be Two Hundred Ninety-One Thousand Forty Dollars and No Cents (\$291,040.00).

Executive’s Base Salary for purposes of calculating payments under the 2003 Executive Incentive Compensation Plan (“EICP”) as described in Section 1.2(c) of the Employment Agreement will likewise be adjusted for the period May 1, 2009 through December 31, 2009 to reflect this 10% reduction in Executive’s annualized Base Salary.

Executive and the Company agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the EICP are being made with the full knowledge and consent of Executive. Executive and the Company further agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the EICP do not constitute “Good Reason” for termination by Executive, as defined in Section 2.3 and 3.10(b) of the Employment Agreement, or a termination by the Company.

Executive and the Company agree that if Executive’s employment is terminated between May 1, 2009 and December 31, 2009 pursuant to Section 2.3 of Executive’s Employment Agreement, Executive’s “lump sum payment” provided for in Section 2.3(i)(A) or 2.3(i)(B) will be calculated based upon Executive’s \$291,040.00 annualized Base Salary and not on Executive’s “current annual Base Salary” of \$261,936.00.

Executive and the Company agree that if Executive’s employment is terminated between May 1, 2009 and December 31, 2009 pursuant to Section 2.2 of Executive’s Change in Control Agreement with the Company dated January 7, 2008 as a result of a Change in Control (as defined in Executive’s Change in Control Agreement) or a Potential Change in Control (as defined in Executive’s Change in Control Agreement), Executive’s Termination Benefit provided for in Section 3.3 and Annex A of the Change in Control Agreement will be calculated based upon Executive’s \$291,040.00 annualized Base Salary and not on Executive’s base salary at the time of termination of \$261,936.00.

All other terms and provisions in the Employment Agreement and the Change in Control Agreement remain unchanged and in full force and effect.

**Amendment to Employment Agreement between
Mark Airola and Newpark Resources, Inc.**

AGREED and ACCEPTED on this 22nd day of April, 2009.

/s/ Mark Airola

Mark Airola (Executive)

/s/ Paul L. Howes

Paul L. Howes

President & CEO

Newpark Resources, Inc.

**Amendment to Employment Agreement between
William D. Moss and Newpark Resources, Inc.**

This is an Amendment to the Employment Agreement entered into between William D. Moss ("Executive") and Newpark Resources, Inc. ("Company") effective June 2, 2008 ("Employment Agreement").

Due to the current economic situation, Executive and the Company mutually agree that Executive's current annualized Base Salary of Two Hundred Seventy Thousand Dollars (\$270,000.00) set forth in Section 1.2(a) of Executive's Employment Agreement will be reduced by ten percent (10%) to Two Hundred Forty-Three Thousand Dollars (\$243,000.00). This 10% reduction to Executive's annualized Base Salary will take effect on May 1, 2009, and will continue in effect through December 31, 2009. Beginning on January 1, 2010, Executive's annualized Base Salary will be Two Hundred Seventy Thousand Dollars and No Cents (\$270,000.00).

Executive's Base Salary for purposes of calculating the Target Award, maximum limitation, and minimum award under Section 1.2(c) of the Employment Agreement and the 2003 Executive Incentive Compensation Plan ("EICP") will likewise be adjusted for the period May 1, 2009 through December 31, 2009 to reflect this 10% reduction in Executive's annualized Base Salary.

Executive and the Company agree that this 10% reduction in Executive's annualized Base Salary and the corresponding adjustment to Executive's incentive compensation under the EICP are being made with the full knowledge and consent of Executive. Executive and the Company further agree that this 10% reduction in Executive's annualized Base Salary and the corresponding adjustment to Executive's incentive compensation under the EICP do not constitute "Good Reason" for termination by Executive, as defined in Section 2.3 and 3.10(b) of the Employment Agreement, or a termination by the Company.

Executive and the Company agree that if Executive's employment is terminated between May 1, 2009 and December 31, 2009 pursuant to Section 2.3 of Executive's Employment Agreement, Executive's "lump sum payment" provided for in Section 2.3(i)(A) or 2.3(i)(B) will be calculated based upon Executive's \$270,000.00 annualized Base Salary and not on Executive's "current annual Base Salary" of \$243,000.00.

Executive and the Company agree that if Executive's employment is terminated between May 1, 2009 and December 31, 2009 pursuant to Section 2.2 of Executive's Change in Control Agreement with the Company dated June 2, 2008 as a result of a Change in Control (as defined in Executive's Change in Control Agreement) or a Potential Change in Control (as defined in Executive's Change in Control Agreement), Executive's Termination Benefit provided for in Section 3.3 and Annex A of the Change in Control Agreement will be calculated based upon Executive's \$270,000.00 annualized Base Salary and not on Executive's base salary at the time of termination of \$243,000.00.

All other terms and provisions in the Employment Agreement and the Change in Control Agreement remain unchanged and in full force and effect.

**Amendment to Employment Agreement between
William D. Moss and Newpark Resources, Inc.**

AGREED and ACCEPTED on this 23rd day of April, 2009.

/s/ William D. Moss

William D. Moss (Executive)

/s/ Paul L. Howes

Paul L. Howes

President & Chief Executive

Newpark Resources, Inc.

**Amendment to Employment Agreement between
Samuel Cooper and Newpark Resources, Inc.**

This is an Amendment to the Employment Agreement entered into between Samuel Cooper (“Executive”) and Newpark Resources, Inc. (“Company”) effective November 1, 2006 (“Employment Agreement”).

Due to the current economic situation, Executive and the Company mutually agree that Executive’s current annualized Base Salary of Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00) set forth in Section 1.2(a) of Executive’s Employment Agreement, as increased by the Company, will be reduced by ten percent (10%) to One Hundred Eighty-Nine Thousand Dollars and No Cents (\$189,000.00). This 10% reduction to Executive’s annualized Base Salary will take effect on May 1, 2009, and will continue in effect through December 31, 2009. Beginning on January 1, 2010, Executive’s annualized Base Salary will be Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00).

Executive’s Base Salary for purposes of calculating payments under the 2003 Executive Incentive Compensation Plan (“EICP”) as described in Section 1.2(c) of the Employment Agreement will likewise be adjusted for the period May 1, 2009 through December 31, 2009 to reflect this 10% reduction in Executive’s annualized Base Salary.

Executive and the Company agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the EICP are being made with the full knowledge and consent of Executive. Executive and the Company further agree that this 10% reduction in Executive’s annualized Base Salary and the corresponding adjustment to Executive’s incentive compensation under the EICP do not constitute “Good Reason” for termination by Executive, as defined in Section 2.3 and 3.10(b) of the Employment Agreement, or a termination by the Company.

Executive and the Company agree that if Executive’s employment is terminated between May 1, 2009 and December 31, 2009 pursuant to Section 2.3 of Executive’s Employment Agreement, Executive’s “lump sum payment” provided for in Section 2.3(i)(A) or 2.3(i)(B) will be calculated based upon Executive’s \$210,000.00 annualized Base Salary and not on Executive’s “current annual Base Salary” of \$189,000.00.

Executive and the Company agree that if Executive’s employment is terminated between May 1, 2009 and December 31, 2009 pursuant to Section 2.2 of Executive’s Change in Control Agreement with the Company dated April 20, 2009 as a result of a Change in Control (as defined in Executive’s Change in Control Agreement) or a Potential Change in Control (as defined in Executive’s Change in Control Agreement), Executive’s Termination Benefit provided for in Section 3.3 and Annex A of the Change in Control Agreement will be calculated based upon Executive’s \$210,000.00 annualized Base Salary and not on Executive’s base salary at the time of termination of \$189,000.00.

All other terms and provisions in the Employment Agreement and the Change in Control Agreement remain unchanged and in full force and effect.

**Amendment to Employment Agreement between
Samuel Cooper and Newpark Resources, Inc.**

AGREED and ACCEPTED on this 22nd day of April, 2009.

/s/ Sammy Cooper

Samuel Cooper (Executive)

/s/ Paul L. Howes

Paul L. Howes

President & Chief Executive
Newpark Resources, Inc.