

MEMORANDUM OF UNDERSTANDING

Addison Wesley Longman, Inc. ("Employer") and Local 2110, U.A.W. ("Union") agree that all terms and conditions of the collective bargaining agreement between the parties (the "Agreement") shall be extended through December 31, 2010, with the following modifications:

1. Paragraph 7.1: Delete and replace with the following:

7.1. "The minimum hiring rates for new employees in Groups 4 and below shall be as follows:

7.1.1. \$25,665 for the first year of this Agreement, January 1, 2008 through December 31, 2008;

7.1.2. \$26,435 for the second year of this Agreement, January 1, 2009 through December 31, 2009;

7.1.3. \$27,228 for the third year of this Agreement, January 1, 2010 through December 31, 2010."

2. Paragraph 7.2: Delete and replace with the following:

7.2. "The minimum hiring rates for new employees in Groups 5 and above shall be as follows:

7.2.1. \$30,748 for the first year of this Agreement, January 1, 2008 through December 31, 2008;

7.2.2. \$31,670 for the second year of this Agreement, January 1, 2009 through December 31, 2009;

7.2.3. \$32,620 for the third year of this Agreement, January 1, 2010 through December 31, 2010."

3. Paragraph 7.4.6. Delete and replace with the following:

7.4.6 "The effective dates of the increases set forth in this Section 7.4 shall be the beginning of the nearest pay period to January 1, 2008, January 1, 2009, and January 1, 2010."

4. Paragraph 11.1.1. Delete and replace with the following:

11.1.1. "The Employer shall given written notice of its proposed action to the Union and to the employees affected at the earliest practical date, but not less than 30 days in cases involving less than 5 employees, and at least 60 days in cases involving 5 or more employees. The Company will use reasonable efforts to find a suitable position within the Company for any employee to be laid off, but it is understood that this does not alter or affect the provisions for filling available jobs within the bargaining unit contained in Sections 4.2 through 4.5 of this Agreement.

Reasonable efforts shall include retraining, if appropriate in the reasonable estimation of the employer, up to cost of \$1,000.00 per employee exclusive of the employee's salary during the retraining period."

5. Paragraph 11.1.3. Delete and replace with the following:

11.1.3. "Any employee who is laid off pursuant to the foregoing provisions and who desires to take school courses to train for other employment and who successfully complete such coursework within 1 year of termination shall be reimbursed by the Employer for her or his course tuition up to \$1,000.00."

6. Paragraph 14.1.1. Delete and replace with the following:

14.1.1. "The Employer agrees that during the first year of this Agreement, it will not make changes in its medical/dental/vision plan as in effect for all of its employees as of January 1, 2008."

7. Paragraph 20.0. Delete and replace with the following:

20.1 "This Agreement shall be effective until December 31, 2010."

20.1.1. "For purposes of this Agreement, the first year of the Agreement shall mean January 1, 2008 to December 31, 2008; the second year of the Agreement shall mean from January 1, 2009 to December 31, 2009, and the third year of the Agreement shall mean from January 1, 2010 through December 31, 2010."

ADDISON WESLEY LONGMAN, INC.

By: *JAB Costello*

Date: 12/12/07

LOCAL 2110, U.A.W.

By: *Michael Conzuma*

Date: 12/18/07