

MEMORANDUM OF AGREEMENT

It is hereby stipulated and agreed between Amsco School Publications, Inc. (“the Employer”) and Technical, Office and Professional Union, Local 2110, UAW, AFL-CIO (“the Union”) that the parties’ 1996-1999 collective bargaining agreement is hereby continued in full force and effect through and including November 14, 2002, except as provided below:

Article 3 (“New Workers”)

Paragraph (A) is amended by adding the words “within the past twelve (12) months” immediately after “laid off” and immediately preceding “in accordance” in the third line.

Paragraph (B)(1) is amended by substituting “twenty-four (24) hours” for “seventy-two (72) hours” wherever the latter appears, and by adding the following sentence: “Employees shall be permitted to apply for such jobs as long as such jobs remain posted and open.”

Paragraph (C)(1) is amended by substituting “twenty-four (24) hours” for “seventy-two (72) hours” in the last sentence.

Article 4 (“Seniority”)

Paragraph (D)(4) is amended by substituting “twelve (12) consecutive months” for “nine (9) consecutive months.”

Article 9 (“Severance Pay”)

This paragraph is amended by inserting in the third line the words, “who has been actively employed for at least one (1) year,” immediately following “any employee” and immediately preceding “shall be as follows:”

Article 10 (“Hours”)

The parties will sign the side letters dated December 17, 1999 and January 11, 2000, attached hereto as Exhibit A and Exhibit B, respectively.

Article 11 (“Wages”)

Paragraph (A) is amended by increasing minimum weekly wages by: \$30 effective November 15, 1999; \$25 effective November 15, 2000; and \$25 effective November 15, 2001.

Paragraph (B) is amended by providing for: first year (1999-2000) wage increases of \$30 per week; second year (2000-2001) wage increases of \$25 per week; and third year (2001-2002) wage increases of \$25 per week, including retroactively of the first year increase to October 1 and November 15, 1999, as the case may be. Shipping and Receiving employees wage increases will be effective as of October 1, 1999, October 1, 2000 and October 1, 2001, respectively. Office and

Editorial employees wage increases will be effective as of November 15, 1999, November 15, 2000 and November 15, 2001, respectively.

Paragraph (D) is amended by deleting the current provision and substituting the following:

Seniority Increases to Base Pay

An employee who reaches fifteen (15) years of continuous service with the Employer as of March 1, 2000, March 1, 2001 or March 1, 2002, respectively, shall receive an increase of one thousand dollars (\$1,000) to his/her annualized gross base pay. An employee who reaches ten (10) years of continuous service with the Employer as of March 1, 2000, March 1, 2001 or March 1, 2002, respectively, shall receive an increase of five hundred dollars (\$500) to his/her annualized gross base pay.

Article 13 ("Vacations")

Paragraph (A) is amended by increasing the annual accrual rate by one (1) day for each "length of employment" category beginning with the category, "During fifth, sixth and seventh years," and ending with the category, "During the eleventh through twentieth years."

Article 15 ("Contractual 401(k) Plan and GHI/UAW TOP Local 2110 Plan")

Paragraph (A) is amended by changing the first two sentences to read: "The Employer hereby agrees to continue to pay five percent (5%) of salary to the 401(k) plan for employees with one year of service or more. This percentage shall increase to six percent (6%) effective January 1, 2001 and to seven percent (7%) effective January 1, 2002.

Paragraph (C) is amended by deleting "Spectrum Plus" in the last line, and substituting "Preferred Plan."

Article 15-A ("Reimbursement for Eyeglasses/Contact Lenses")

This paragraph is amended by changing "one hundred fifty dollars (\$150.00)" in the second line to read "two hundred fifty dollars (\$250.00)."

Article 20 ("Safety and Health")

Paragraph (A) is amended by adding the following after "rules." in the last line:

"The Union representatives of the Safety and Health Committee may present a safety and health issue which arises between meetings of the Committee, to the Employer's Operations Supervisor in the first instance. If the Operations Supervisor does not respond in a reasonable period, the Union Safety and Health committee representatives may present the issue to the Employer's President. Requests for a

meeting with the President to discuss an issue shall be made in writing with a copy to Local 2110's representative for Amsco, who shall be available for consultation with the President regarding such requests. A copy of any such request shall also be given to the Operations Supervisor. This procedure shall not constitute a grievance or a waiver by the Union of any right to grieve or arbitrate."

Paragraph (B) is amended by inserting the words "continue to" in the second line after "will" and before "furnish," and by inserting a period in the third line immediately after "masks" and deleting all words thereafter.

Paragraph (D) will now read: "The Employer will repair or replace broken or inoperable fixtures or equipment in the fifth floor restrooms and will maintain ventilation in those restrooms."

Paragraph (E) is amended to read: "The Employer will maintain ventilation in the shipping area existing at the time of execution of this agreement, and may, from time to time, make further improvements, but this shall not include the installation of air conditioning."

Article 21 ("Unpaid Leaves of Absence")

Paragraph (B) is amended by deleting the reference to "subsection (D)" and by substituting "subsection (C)."

Article 28 (“Successors and Assigns”)

The words “he” and “his” appearing in the third and fourth lines shall be replaced with “it” and “its,” respectively.

Article 30 (“No Strike, No Lockout”)

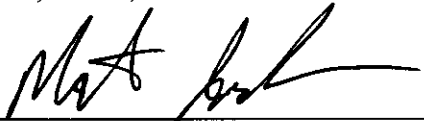
The first sentence of the first paragraph is amended by inserting in the second line a period immediately after the word “Agreement,” and deleting all words thereafter in that sentence. The last sentence of that paragraph, “The Employer shall not cause a lockout during the terms of this Agreement,” shall remain.

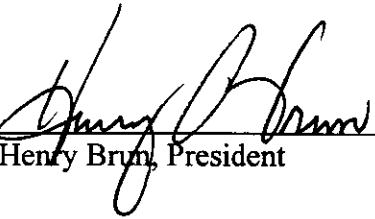
Article 38 (“Duration”)

The dates “November 15, 1996” and “November 14, 1999” are changed to “November 15, 1999” and “November 14, 2002,” respectively.

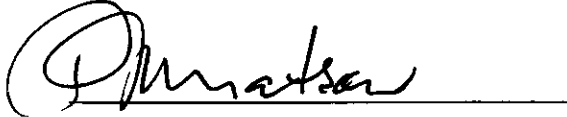
Technical, Office & Professional Union,
Local 2110, UAW, AFL-CIO

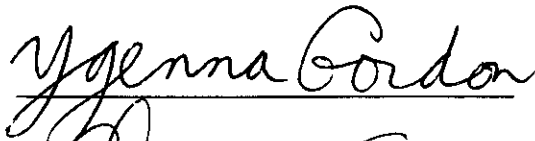
Amsco School Publications, Inc.

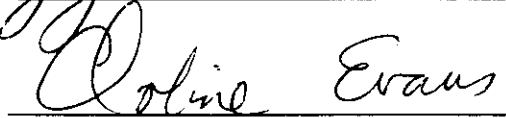
By: 
Mathew Jackson, Vice President

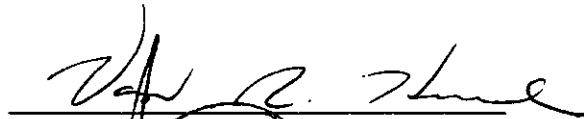
By:  3/23/00
Henry Brun, President

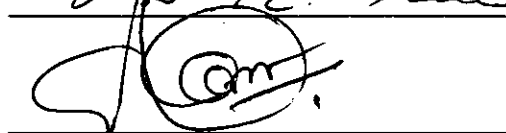
 3/23/00
June Benjamin, Recording Secretary

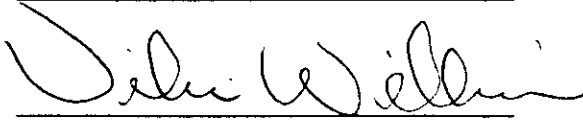


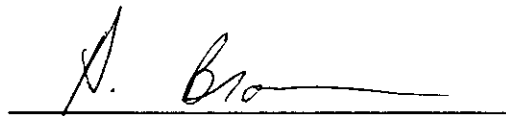


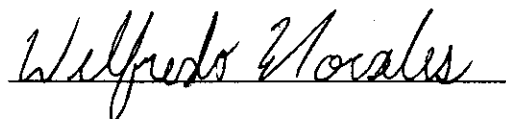














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Exhibit A

December 17, 1999

VIA HAND DELIVERY

Mr. Mathew Jackson
Vice President
Technical Office and Professional Union,
Local 2110, UAW, AFL-CIO
113 University Place
New York, NY 10003

Re: Amsco School Publications - Collective
Bargaining Agreement, Article 10 (Hours)

Dear Mathew:

This will confirm the understanding arrived at during the parties' informal negotiating session held on Monday, December 13, 1999. The Union agreed that it will cause its stewards to remind unit employees of their obligation to begin work promptly at their regularly scheduled starting times on a consistent basis.

In consideration of this commitment, and in view of the existing language of Article 10(A)(3)(c), which the parties recognize gives the Company the right to discipline employees for lateness, the Employer has agreed to withdraw its proposed changes to Article 10 of the collective bargaining agreement.

Please signify your agreement by signing and dating this letter in the spaces provided below.

Very truly yours,

JACKSON, LEWIS, SCHNITZLER & KRUPMAN


Roger S. Kaplan

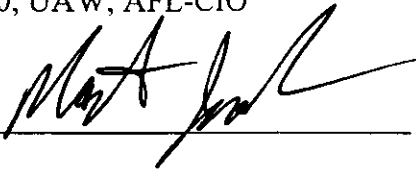
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Mr. Mathew Jackson

December 17, 1999
Page 2

The foregoing is agreed to
Local 2110, UAW, AFL-CIO

By: 

Date: 3-23-00

Exhibit B

January 11, 2000

Mr. Mathew Jackson
Vice President
Technical Office and Professional Union,
Local 2110, UAW, AFL-CIO
113 University Place
New York, NY 10003

Re: Amsco School Publications -
Collective Bargaining Agreement

Dear Mathew:

This will confirm that there has been a practice at Amsco of permitting unit employees to request and obtain a reasonable modification of their normal work schedules for bona fide educational, health and child care needs, subject to company or department operational requirements, where the change is sought for an extended period and the employee's request is made sufficiently in advance to allow the Company to provide satisfactory coverage for the employee.

This practice has not been used nor is it intended to permit employees to change their schedules on short notice or on an ad hoc or day-to-day basis.

We understand the Union has agreed to withdraw its request for "flex time" in recognition of this practice.

Mr. Mathew Jackson

January 11, 2000
Page 2

If this reflects your understanding, please sign and date this letter in the space provided below.

Very truly yours,

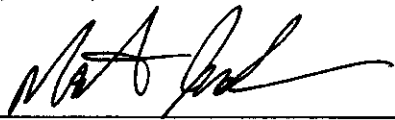
JACKSON, LEWIS, SCHNITZLER & KRUPMAN



Roger S. Kaplan

RSK/ts

The foregoing is agreed to
Local 2110, UAW, AFL-CIO

By: 

Date: 3-23-00