SCHOLASTIC CORP

FORM 10-Q
(Quarterly Report)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended February 28, 2007 Commission File No. 000-19860

SCHOLASTIC CORPORATION
(Exact name of Registrant as specified in its charter)

Delaware	**13-3385513**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
557 Broadway, New York, New York	**10012**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (212) 343-6100

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes X No _

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):
Large accelerated filer X Accelerated filer _ Non-accelerated filer _

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes _ No X

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Title of each class	Number of shares outstanding as of March 23, 2007
Common Stock, $.01 par value	41,205,503
Class A Stock, $.01 par value	1,656,200

SCHOLASTIC CORPORATION
FORM 10-Q FOR THE QUARTERLY PERIOD ENDED FEBRUARY 28, 2007
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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

SCHOLASTIC CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS - UNAUDITED
(Dollar amounts in millions, except per share data)

	Three months ended February 28,		*Nine months ended February 28,*	
	2007	**2006**	**2007**	**2006**
Revenues	**$ 497.0**	**$ 487.7**	**$ 1,567.4**	**$ 1,682.8**
Operating costs and expenses:				
Cost of goods sold	242.5	244.6	737.4	839.6
Selling, general and administrative expenses	226.2	228.5	673.3	678.4
Bad debt expense	20.5	15.7	55.7	43.4
Depreciation and amortization	15.6	16.7	48.5	49.1
Total operating costs and expenses	504.8	505.5	1,514.9	1,610.5
Operating income (loss)	**(7.8)**	**(17.8)**	**52.5**	**72.3**
Other income	3.0	-	3.0	-
Interest expense, net	7.3	6.8	23.0	24.4
Earnings (loss) before income taxes	(12.1)	(24.6)	32.5	47.9
Provision (benefit) for income taxes	(4.4)	(9.1)	12.0	17.7
Net income (loss)	**$ (7.7)**	**$ (15.5)**	**$ 20.5**	**$ 30.2**
Basic and diluted earnings (loss) per Share of Class A and Common Stock:				
Basic	$ (0.18)	$ (0.37)	$ 0.49	$ 0.73
Diluted	$ (0.18)	$ (0.37)	$ 0.48	$ 0.71

See accompanying notes

SCHOLASTIC CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(Dollar amounts in millions, except per share data)

	February 28, 2007	May 31, 2006	February 28, 2006
ASSETS	*(Unaudited)*		*(Unaudited)*
Current Assets:			
Cash and cash equivalents	$ 29.4	$ 205.3	$ 219.5
Accounts receivable, net	278.1	266.8	241.9
Inventories	489.5	431.5	480.7
Deferred promotion costs	62.9	49.8	47.3
Deferred income taxes	71.8	73.1	71.3
Prepaid expenses and other current assets	68.9	52.4	78.9
Total current assets	1,000.6	1,078.9	1,139.6
Property, plant and equipment, net	378.0	397.0	395.5
Prepublication costs	105.9	115.9	116.2
Installment receivables, net	9.2	11.2	10.4
Royalty advances	53.0	46.0	55.4
Production costs	4.9	5.9	6.4
Goodwill	254.1	253.1	253.6
Other intangibles	78.6	78.4	78.5
Other assets and deferred charges	68.1	65.8	69.0
Total assets	**$ 1,952.4**	**$ 2,052.2**	**$ 2,124.6**
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current Liabilities:			
Lines of credit, short-term debt and current portion of long-term debt	$ 34.7	$ 329.2	$ 326.8
Capital lease obligations	5.7	7.5	9.2
Accounts payable	121.2	141.7	150.1
Accrued royalties	57.3	36.6	129.3
Deferred revenue	41.2	19.3	35.9
Other accrued expenses	149.3	154.7	154.1
Total current liabilities	409.4	689.0	805.4
Noncurrent Liabilities:			
Long-term debt	311.4	173.2	173.2
Capital lease obligations	60.3	61.4	63.1
Other noncurrent liabilities	82.1	79.3	87.8
Total noncurrent liabilities	453.8	313.9	324.1
Commitments and Contingencies	-	-	-
Stockholders' Equity:			
Preferred Stock, $1.00 par value	-	-	-
Class A Stock, $.01 par value	0.0	0.0	0.0
Common Stock, $.01 par value	0.4	0.4	0.4
Additional paid-in capital	483.4	458.7	455.5
Deferred compensation	0.0	(1.6)	(1.7)
Accumulated other comprehensive loss	(27.1)	(20.1)	(32.6)

Retained earnings	632.5	611.9	573.5
Total stockholders' equity	1,089.2	1,049.3	995.1
Total liabilities and stockholders' equity	**$ 1,952.4**	**$ 2,052.2**	**$ 2,124.6**

See accompanying notes

SCHOLASTIC CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS – UNAUDITED
(Dollar amounts in millions)

	Nine months ended February 28,	
	2007	**2006**
Cash flows provided by operating activities:		
Net income	$ 20.5	$ 30.2
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for losses on accounts receivable and other reserves	77.9	73.1
Amortization of prepublication and production costs	45.7	53.9
Depreciation and amortization	48.5	49.1
Royalty advances expensed	17.1	18.8
Deferred income taxes	3.4	2.2
Non-cash stock-based compensation	2.4	0.6
Non-cash interest expense	1.2	1.1
Non-cash net gain on equity investment	(2.3)	-
Tax benefit realized from employee stock-based plans	2.4	5.1
Proceeds from insurance reimbursement	2.3	-
Gain on insurance settlement	(1.7)	-
Changes in assets and liabilities:		
Accounts receivable, net	(58.3)	(14.1)
Inventories	(77.8)	(100.8)
Prepaid expenses and other current assets	(16.4)	(33.9)
Deferred promotion costs	(13.1)	(7.7)
Accounts payable and other accrued expenses	(28.1)	38.1
Accrued royalties	20.7	89.2
Deferred revenue	21.8	12.3
Other, net	(10.8)	(6.7)
Total adjustments	34.9	180.3
Net cash provided by operating activities	55.4	210.5
Cash flows used in investing activities:		
Prepublication expenditures	(31.2)	(35.4)
Additions to property, plant and equipment	(27.7)	(46.6)
Royalty advances	(26.3)	(22.1)
Production expenditures	(3.8)	(11.0)

Repayment of loan from investee	5.6	5.7
Loan to investee	(7.7)	(5.3)
Acquisition payments	(2.3)	(3.3)
Proceeds from insurance reimbursement	1.5	-
Other	0.1	-
Net cash used in investing activities	(91.8)	(118.0)
Cash flows (used in) provided by financing activities:		
Borrowings under Credit Agreement and Revolver	277.9	170.3
Repayments of Credit Agreement and Revolver	(139.9)	(170.3)
Repurchase/repayment of 5.75% Notes	(294.0)	(6.0)
Borrowings under lines of credit	156.8	182.4
Repayments of lines of credit	(156.0)	(176.7)
Repayment of capital lease obligations	(6.1)	(8.9)
Proceeds pursuant to employee stock-based plans	21.5	25.4
Other	(0.6)	-
Net cash (used in) provided by financing activities	(140.4)	16.2
Effect of exchange rate changes on cash and cash equivalents	0.9	0.2
Net (decrease) increase in cash and cash equivalents	(175.9)	108.9
Cash and cash equivalents at beginning of period	205.3	110.6
Cash and cash equivalents at end of period	**$ 29.4**	**$ 219.5**

See accompanying notes

1. Basis of Presentation

The accompanying condensed consolidated financial statements consist of the accounts of Scholastic Corporation (the "Corporation") and all wholly-owned and majority-owned subsidiaries (collectively, "Scholastic" or the "Company"). These financial statements have not been audited but reflect those adjustments consisting of normal recurring items that management considers necessary for a fair presentation of financial position, results of operations and cash flow. These financial statements should be read in conjunction with the consolidated financial statements and related notes in the Annual Report on Form 10-K for the fiscal year ended May 31, 2006.

The Company's business is closely correlated to the school year. Consequently, the results of operations for the three and nine months ended February 28, 2007 and 2006 are not necessarily indicative of the results expected for the full year. Due to the seasonal fluctuations that occur, the February 28, 2006 condensed consolidated balance sheet is included for comparative purposes.

The Company's condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements involves the use of estimates and assumptions by management, which affect the amounts reported in the condensed consolidated financial statements and accompanying notes. The Company bases its estimates on historical experience, current business factors, and various other assumptions believed to be reasonable under the circumstances, all of which are necessary in order to form a basis for determining the carrying values of assets and liabilities. Actual results may differ from those estimates and assumptions. On an on-going basis, the Company evaluates the adequacy of its reserves and the estimates used in calculations, including, but not limited to: collectability of accounts receivable and installment receivables; sales returns; amortization periods; pension and other post-retirement obligations; and recoverability of inventories, deferred promotion costs, deferred income taxes and tax reserves, prepublication costs, royalty advances, goodwill and other intangibles.

Certain prior year amounts have been reclassified to conform to the current year presentation.

Stock-Based Compensation

Prior to June 1, 2006, the Company applied the intrinsic value-based method of accounting prescribed by Accounting Principles Board ("APB") Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB No. 25"), and related interpretations in accounting for its stock-based compensation plans. Under this method, no compensation expense was recognized with respect to options granted under the Company's stock-based compensation plans, as the exercise price of each stock option issued was equal to the market price of the underlying stock on the date of grant and the exercise price and number of shares subject to grant were fixed.

In May 2006, the Human Resources and Compensation Committee of the Board of Directors of the Corporation, which consists entirely of independent directors, approved the acceleration of the vesting of all unvested options to purchase the Corporation's Class A Stock, par value $.01 per share (the "Class A Stock"), and the Corporation's common stock, par value $.01 per share (the "Common Stock"), outstanding as of May 30, 2006 granted to employees (including executive officers) and outside directors of the Corporation (the "Acceleration"). Except for the Acceleration, all other terms and conditions applicable to such stock options were unchanged. Substantially all of these options had exercise prices in excess of the market value of the underlying Common Stock on May 30, 2006. The primary purpose of the Acceleration was to mitigate the future compensation expense that the Company would have otherwise recognized in its financial statements with respect to these options as a result of the adoption by the Company of Statement of Financial Accounting Standards ("SFAS") No. 123R, "Share Based Payment" ("SFAS 123R") effective as of June 1, 2006.

The Company adopted the fair value recognition provisions of SFAS 123R, which revises SFAS No. 123, "Accounting for Stock-Based Compensation" ("SFAS 123"), using the modified prospective method. SFAS 123R requires the Company to recognize the cost of employee and director services received in exchange for any stock-based awards. Under SFAS 123R, the Company recognizes compensation expense on a straight-line basis over an award's requisite service period, which is generally the vesting period, based on the award's fair value at the date of grant.

The fair values of stock options granted by the Company are estimated at the date of grant using the Black-Scholes option-pricing model. The Company's determination of the fair value of share-based payment awards using this option-pricing model is affected by the price of the Common Stock as well as by assumptions regarding highly complex and subjective variables, including, but not limited to, the expected price volatility of the Common Stock over the terms of the awards, the risk-free interest rate, and actual and projected employee stock option exercise behaviors. Estimates of fair value are not intended to predict actual future events or the value that may ultimately be realized by employees or directors who receive these awards.

SFAS 123R requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates in order to derive the Company's best estimate of awards ultimately expected to vest. In determining the estimated forfeiture rates for stock-based awards, the Company periodically conducts an assessment of the actual number of equity awards that have been forfeited previously. When estimating expected forfeitures, the Company considers factors such as the type of award, the employee class and historical experience. The estimate of stock-based awards that will ultimately be forfeited requires significant judgment and, to the extent that actual results or updated estimates differ from current estimates, such amounts will be recorded as a cumulative adjustment in the period such estimates are revised. In the Company's pro forma information required under SFAS 123 for the periods prior to June 1, 2006, the Company accounted for forfeitures as they occurred.

The following table provides the estimated weighted average fair value, under the Black-Scholes option-pricing model, for options granted during the nine months ended February 28, 2007 and 2006 and the significant weighted average assumptions used in their determination. The expected life represents an estimate of the period of time stock options are expected to remain outstanding based on the historical exercise behavior of the option grantees. The risk-free interest rate was based on the U.S. Treasury yield curve in effect at the time of the grant corresponding to the expected life. The volatility was estimated based on historical volatility corresponding to the expected life. The dividend yield was zero based on the fact that the Corporation has not paid any cash dividends since its initial public offering in February 1992 and has no current plans to pay any dividends.

	Nine months ended February 28,	
	2007	**2006**
Dividend yield	0%	0%
Expected volatility	33.2%	37.9%
Risk-free interest rate	4.7%	4.0%
Expected life (years) of stock option grant	5.5	5.0
Weighted average per share fair value of options granted	$ 12.05	$ 14.52

At February 28, 2007, the Company maintained three stockholder-approved stock-based compensation plans for Scholastic employees with regard to the Common Stock: the Scholastic Corporation 1992 Stock Option Plan (the "1992 Plan"), under which no further awards can be made; the Scholastic Corporation 1995 Stock Option Plan (the "1995 Plan"), under which no further awards can be made; and the Scholastic Corporation 2001 Stock Incentive Plan (the "2001 Plan"). The 2001 Plan provides for the issuance of incentive stock options, which qualify for favorable treatment under the Internal Revenue Code; options that are not so qualified, called non-qualified stock options; restricted stock; and other stock-based awards.

At February 28, 2007, non-qualified stock options to purchase 25,000 shares, 2,414,915 shares and 2,582,152 shares of Common Stock were outstanding under the 1992 Plan, 1995 Plan and 2001 Plan, respectively, and 451,640 shares of Common Stock were available for additional awards under the 2001 Plan. During the nine months ended February 28, 2007, the Company awarded 289,110 options under the 2001 Plan at a weighted average exercise price of $30.24 per share.

The Company also maintains the 1997 Outside Directors' Stock Option Plan (the "Directors' Plan"), a stockholder-approved stock option plan for outside directors. The Directors' Plan, as amended, provides for the automatic grant to each non-employee director on the date of each annual stockholders' meeting of non-qualified stock options to purchase 6,000 shares of Common Stock. At February 28, 2007, options to purchase 406,000 shares of Common Stock were outstanding, and 102,000 shares of Common Stock were available for additional awards, under the Directors' Plan. During the nine months ended February 28, 2007, the Company awarded 42,000 options under the Directors' Plan at a weighted average exercise price of $30.08 per share.

The Scholastic Corporation 2004 Class A Stock Incentive Plan (the "Class A Plan") provides for the grant to Richard Robinson, the Chief Executive Officer of the Corporation as of the effective date of the Class A Plan, of options ("Class A Options") to purchase shares of Class A Stock. On September 20, 2006, at the Corporation's Annual Meeting of Stockholders, the holders of the Class A Stock approved an amendment to the Class A Plan that increased the number of shares of Class A Stock authorized for issuance under the Class A Plan by 749,000, from 750,000 to 1,499,000. At February 28, 2007, there were 999,000 Class A Options outstanding, and 500,000 shares of Class A Stock were available for additional awards, under the Class A Plan. During the nine months ended February 28, 2007, the Company awarded 333,000 options under the Class A Plan at a weighted average exercise price of $30.08 per share.

Generally, options granted under the various plans may not be exercised for a minimum of one year after the date of grant and expire approximately ten years after the date of grant. As a result of the Acceleration, all unvested stock options outstanding as of May 30, 2006 became vested and immediately exercisable.

The following table sets forth stock option activity for the nine months ended February 28, 2007:

Stock Options	**Shares (In thousands)**	**Weighted Average Per Share Exercise Price**	**Weighted Average Remaining Contractual Term (In years)**	**Aggregate Intrinsic Value**
Outstanding at May 31, 2006	6,885	$30.24		
Granted	664	$30.15		
Exercised	(796)	$24.70		
Expired or forfeited	(326)	$32.61		
Outstanding at February 28, 2007	6,427	$30.79	5.7	$28.1
Vested and expected to vest at February 28, 2007	6,379	$30.81	5.6	$27.8
Exercisable at February 28, 2007	5,816	$30.87	5.3	$25.2

Intrinsic value is generally defined as the amount by which the market price of a company's stock exceeds the exercise price of an option to purchase the company's stock.

In addition to stock options, the Company has issued restricted stock units ("RSUs") to certain officers and key executives under the 2001 Plan. Unless otherwise deferred, RSUs automatically convert to shares of Common Stock on a one-for-one basis as the award vests, which is typically over a four-year period. The Company measures the value of RSUs at fair value based on the number of shares granted and the market price of the Common Stock at the date of grant. The Company amortizes the fair value as stock-based compensation expense over the vesting term on a straight-line basis. During the nine months ended February 28, 2007, the Company awarded 91,685 RSUs under the 2001 Plan at a weighted average grant price of $30.29 per share. There were 9,262 shares of Common Stock issued upon conversion of RSUs during the nine months ended February 28, 2007.

The Company's Management Stock Purchase Plan ("MSPP") allows certain members of senior management to defer up to 100% of their annual cash bonus payment in the form of restricted stock units (the "MSPP RSUs"). The MSPP RSUs are purchased by the employee at a 25% discount from the lowest closing price of the Common Stock during the fiscal quarter in which such bonuses are payable and are automatically converted into shares of Common Stock on a one-for-one basis at the end of the applicable deferral period. The Company measures the value of MSPP RSUs at fair value based on the number of shares granted and the price of the Common Stock at the date of grant, giving effect to the 25% discount. The Company amortizes the fair value as stock-based compensation expense over the vesting term on a straight-line basis. There were 14,760 shares of Common Stock issued upon conversion of MSPP RSUs during the nine months ended February 28, 2007.

The Company also maintains an Employee Stock Purchase Plan (the "ESPP"), which is offered to eligible United States employees. As amended, the ESPP permits participating employees to purchase Common Stock, with after-tax payroll deductions, on a quarterly basis at a 15% discount from the closing price of the Common Stock on the last business day of each fiscal quarter. The Company measures the value of Common Stock issued under the ESPP at fair value based on the number of shares purchased and the price of the Common Stock at the date of purchase, giving effect to the 15% discount. Prior to June 1, 2006, no compensation expense was recognized with respect to the ESPP under APB No. 25; however, upon adoption of SFAS 123R by the Company effective as of June 1, 2006, the Company began recognizing the fair value as stock-based compensation expense for the ESPP in the quarter in which the employees participated in the plan. There were 69,225 shares of Common Stock issued under the ESPP during the nine months ended February 28, 2007.

The following table summarizes pro forma net income (loss) and earnings (loss) per share as if the Company had applied the fair value recognition provisions of SFAS 123 to its stock-based compensation plans for the three and nine months ended February 28, 2006:

	Three months ended February 28, 2006	Nine months ended February 28, 2006
Net income (loss) – as reported	$(15.5)	$30.2
Add: Stock-based employee compensation included in reported net income (loss), net of tax	0.3	0.6
Deduct: Total stock-based employee compensation expense determined under fair value-based method, net of tax	2.5	7.9
Net income (loss) – pro forma	**$(17.7)**	**$22.9**
Earnings (loss) per share – as reported:		
Basic	$(0.37)	$0.73
Diluted	$(0.37)	$0.71
Earnings (loss) per share – pro forma:		
Basic	$(0.42)	$0.55
Diluted	$(0.42)	$0.54

As a result of its adoption of SFAS 123R effective as of June 1, 2006, the Company incurred compensation expense of $2.4 in the aggregate for the nine months ended February 28, 2007, which is significantly lower than the amount that would have been recorded in that period if the Acceleration had not been implemented. The total aggregate intrinsic value of stock options exercised during the nine months ended February 28, 2007 was $6.5. The intrinsic value of these stock options is deductible by the Company for tax purposes. As of February 28, 2007, the total pre-tax compensation cost not yet recognized by the Company with regard to outstanding unvested stock-based awards was $9.8. The weighted average period over which this compensation cost is expected to be recognized is 3.1 years.

On November 10, 2005, the Financial Accounting Standards Board (the “FASB”) issued Staff Position No. 123(R)-3, “Transition Election Related to Accounting for the Tax Effects of Share-Based Payment Awards,” which provides an alternative (and simplified) method to calculate the pool of excess income tax benefits upon the adoption of SFAS 123R. Among other things, Staff Position No. 123(R)-3 provides a specific method for the presentation of excess tax benefits within the statement of cash flows when the alternative pool calculation is used. Although Staff Position No. 123(R)-3 became effective upon its issuance, companies may take up to one year from initial adoption of SFAS 123R to evaluate the available transition alternatives and make a one-time election. The Company is currently in the process of evaluating these alternative methods.

New Accounting Pronouncements

In May 2005, the FASB issued SFAS No. 154, “Accounting Changes and Error Corrections - a replacement of APB Opinion No. 20 and FASB Statement No. 3” (“SFAS 154”). Under the previous guidance, most voluntary changes in accounting principle were required to be recognized as the cumulative effect of a change in accounting principle within the net income of the period in which the change was made. SFAS 154 requires retrospective application to prior period financial statements of a voluntary change in accounting principle, unless it is impracticable to do so. SFAS 154 is effective for accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005. The adoption of SFAS 154 by the Company effective as of June 1, 2006 had no material effect on the Company’s consolidated financial position, results of operations or cash flows.

In July 2006, the FASB issued Interpretation No. 48, "Accounting for Uncertainty in Income Taxes" ("FIN 48"). FIN 48 clarifies the accounting for uncertainty in income taxes recognized in a company's financial statements in accordance with SFAS No. 109, "Accounting for Income Taxes." FIN 48 provides guidance on recognizing, measuring, presenting, and disclosing in the financial statements uncertain tax positions that a company has taken or expects to file in a tax return. FIN 48 will become effective for the Company's fiscal year beginning June 1, 2007. The Company is currently evaluating the impact, if any, that FIN 48 will have on its consolidated financial position, results of operations and cash flows.

In September 2006, the FASB issued SFAS No. 157, “Fair Value Measurements” (“SFAS 157”). SFAS 157 defines fair value, establishes a framework for measuring fair value under generally accepted accounting principles, and expands disclosures about fair value measurements. SFAS 157 emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and states that a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability. SFAS 157 will become effective for the Company’s fiscal year beginning June 1, 2008. The Company is currently evaluating the impact, if any, that SFAS 157 will have on its consolidated financial position, results of operations and cash flows.

In September 2006, the FASB issued SFAS No. 158, “Employers’ Accounting for Defined Benefit Pension and Other Postretirement Plans—an amendment of FASB Statements No. 87, 88, 106, and 132(R)” (“SFAS 158”). SFAS 158 requires an employer to recognize the over-funded or under-funded status of a defined benefit postretirement plan (other than a multiemployer plan) as an asset or liability in its statement of financial position and to recognize changes in that funded status in the year in which the changes occur through comprehensive income. SFAS 158 also requires the measurement of defined benefit plan assets and obligations as of the date of the employer’s fiscal year-end statement of financial position (with limited exceptions). Under SFAS No. 158, the Company will be required to recognize the funded status of its defined benefit postretirement plan and to provide the required disclosures commencing as of May 31, 2007. The requirement to measure defined benefit plan assets and obligations as of the employer’s fiscal year-end is effective for the Company’s fiscal year ending May 31, 2009. The Company is currently evaluating the impact that SFAS 158 will have on its consolidated financial position. The adoption of SFAS 158 is not expected to have any impact on the Company’s results of operations or cash flows.

2. Segment Information

The Company categorizes its businesses into four operating segments: *Children's Book Publishing and Distribution; Educational Publishing; Media, Licensing and Advertising* (which collectively represent the Company's domestic operations) *;* and *International* . This classification reflects the nature of products and services consistent with the method by which the Company's chief operating decision-maker assesses operating performance and allocates resources. Revenues and operating margin related to a segment's products sold or services rendered through another segment's distribution channel are reallocated to the segment originating the products or services.

• *Children's Book Publishing and Distribution* includes the publication and distribution of children's books in the United States through school-based book clubs and book fairs, school-based and direct-to-home continuity programs and the trade channel.

• *Educational Publishing* includes the production and/or publication and distribution to schools and libraries of educational technology products, curriculum materials, children's books, classroom magazines and print and on-line reference and non-fiction products for grades pre-kindergarten to 12 in the United States.

• *Media, Licensing and Advertising* includes the production and/or distribution of media and electronic products and programs (including children's television programming, videos, DVD's, software, feature films, interactive programs, promotional activities and non-book merchandise); and advertising revenue, including sponsorship programs.

• *International* includes the publication and distribution of products and services outside the United States by the Company's international operations, and its export and foreign rights businesses.

The following table sets forth information for the Company's segments for the periods indicated.

	Children's Book Publishing and Distribution	Educational Publishing	Media, Licensing and Advertising	Overhead [1]	Total Domestic	International	Consolidated
Three months ended February 28, 2007							
Revenues	$ 280.1	$ 74.6	$ 40.8	$ 0.0	$ 395.5	$ 101.5	$ 497.0
Bad debt	17.4	0.8	0.1	0.0	18.3	2.2	20.5
Depreciation and amortization	4.2	0.8	1.7	7.6	14.3	1.3	15.6
Amortization [2]	4.8	7.7	2.3	0.0	14.8	0.4	15.2
Royalty advances expensed	5.6	0.3	0.2	0.0	5.5	0.5	6.0
Operating income (loss)	4.4	(3.0)	3.0	(15.7)	(11.3)	3.5	(7.8)
Expenditures for long-lived assets [3]	18.8	6.2	3.7	2.2	30.9	1.9	32.8

	Children's Book Publishing and Distribution	Educational Publishing	Media, Licensing and Advertising	Overhead [1]	Total Domestic	International	Consolidated
Three months ended February 28, 2006							
Revenues	$ 270.9	$ 73.5	$ 46.4	$ 0.0	$ 390.8	$ 96.9	$ 487.7
Bad debt	11.4	1.5	0.1	0.0	13.0	2.7	15.7
Depreciation and amortization	3.1	0.6	1.2	10.8	15.7	1.0	16.7
Amortization [2]	4.2	6.9	4.8	0.0	15.9	0.5	16.4
Royalty advances expensed	5.3	0.2	0.2	0.0	5.7	1.0	6.7
Operating income (loss)	(3.2)	(3.5)	6.3	(19.7)	(20.1)	2.3	(17.8)
Expenditures for long-lived assets [3]	14.0	7.3	4.0	8.1	33.4	3.7	37.1

SCHOLASTIC CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - UNAUDITED
(Dollar amounts in millions, except per share data)

	Children's Book Publishing and Distribution	Educational Publishing	Media, Licensing and Advertising	Overhead [1]	Total Domestic	International	Consolidated
Nine months ended February 28, 2007							
Revenues	$ 835.4	$ 299.2	$ 113.1	$ 0.0	$ 1,247.7	$ 319.7	$ 1,567.4
Bad debt	45.4	1.4	1.4	0.0	48.2	7.5	55.7
Depreciation and amortization	12.6	2.7	5.7	23.2	44.2	4.3	48.5
Amortization [2]	13.7	22.7	7.7	0.0	44.1	1.6	45.7
Royalty advances expensed	14.0	0.9	0.7	0.0	15.6	1.5	17.1
Operating income (loss)	36.7	46.8	6.1	(54.9)	34.7	17.8	52.5
Segment assets	814.4	332.7	80.2	393.2	1,620.5	331.9	1,952.4
Goodwill	130.6	82.5	9.8	0.0	222.9	31.2	254.1
Expenditures for long-lived assets [3]	47.5	16.7	11.4	7.9	83.5	7.8	91.3
Long-lived assets [4]	298.3	199.6	39.3	267.5	804.7	110.5	915.2

	Children's Book Publishing and Distribution	Educational Publishing	Media, Licensing and Advertising	Overhead [1]	Total Domestic	International	Consolidated
Nine months ended February 28, 2006							
Revenues	$ 970.4	$ 301.0	$ 116.4	$ 0.0	$ 1,387.8	$ 295.0	$ 1,682.8
Bad debt	33.0	2.9	0.3	0.0	36.2	7.2	43.4
Depreciation and amortization	11.8	2.7	6.1	24.2	44.8	4.3	49.1
Amortization [2]	12.4	22.8	17.2	0.0	52.4	1.5	53.9
Royalty advances expensed	15.4	1.2	0.5	0.0	17.1	1.7	18.8
Operating income (loss)	65.7	45.6	8.3	(56.9)	62.7	9.6	72.3
Segment assets	995.4	330.7	78.0	419.0	1,823.1	301.5	2,124.6
Goodwill	130.6	82.5	9.8	0.0	222.9	30.7	253.6
Expenditures for long-lived assets [3]	51.8	22.0	15.9	18.5	108.2	10.2	118.4
Long-lived assets [4]	301.8	211.3	41.4	284.9	839.4	103.0	942.4

(1) *Overhead includes all domestic corporate amounts not allocated to reportable segments, including expenses and costs related to the management of corporate assets. Unallocated assets are principally comprised of deferred income taxes and property, plant and equipment related to the Company's headquarters in the metropolitan New York area, fulfillment and distribution facilities located in Missouri and Arkansas, and an industrial/office building complex in Connecticut.*

(2) *Includes amortization of prepublication costs and production costs, but excludes amortization of promotion costs .*

(3) *Includes expenditures for property, plant and equipment, investments in prepublication and production costs, royalty advances and acquisitions of, and investments in, businesses.*

(4) *Includes property, plant and equipment, prepublication costs, goodwill, other intangibles, royalty advances, production costs and long-term investments.*

The following table separately sets forth information for the periods indicated for the United States direct-to-home portion of the Company's continuity programs, which consist primarily of the business formerly operated by Grolier Incorporated and are included in the *Children's Book Publishing and Distribution* segment, and for all other businesses included in the segment:

Three months ended
February 28,

	Direct-to-home		All Other		Total	
	2007	2006	2007	2006	2007	2006
Revenues	$ 41.3	$ 34.6	$ 238.8	$ 236.3	$ 280.1	$ 270.9
Bad debt	10.9	7.5	6.5	3.9	17.4	11.4
Depreciation and amortization	0.3	0.0	3.9	3.1	4.2	3.1
Amortization (1)	0.8	0.6	4.0	3.6	4.8	4.2
Royalty advances expensed	1.3	1.8	4.3	4.5	5.6	6.3
Operating income (loss)	(6.6)	(2.5)	11.0	(0.7)	4.4	(3.2)
Expenditures for long-lived assets (2)	1.2	1.7	17.6	12.3	18.8	14.0

Nine months ended
February 28,

	Direct-to-home		All Other		Total	
	2007	2006	2007	2006	2007	2006
Revenues	$ 115.7	$ 93.0	$ 719.7	$ 877.4	$ 835.4	$ 970.4
Bad debt	31.6	22.0	13.8	11.0	45.4	33.0
Depreciation and amortization	0.8	0.8	11.8	11.0	12.6	11.8
Amortization (1)	2.2	1.2	11.5	11.2	13.7	12.4
Royalty advances expensed	2.8	2.2	13.0	15.2	15.8	17.4
Operating income (loss)	(17.5)	(13.3)	54.2	79.0	36.7	65.7
Business assets	225.8	214.6	588.6	780.8	814.4	995.4
Goodwill	92.4	92.4	38.2	38.2	130.6	130.6
Expenditures for long-lived assets (2)	5.6	4.7	41.9	47.1	47.5	51.8
Long-lived assets (3)	116.3	116.7	182.0	185.1	298.3	301.8

(1) *Includes amortization of prepublication costs, but excludes amortization of promotion costs.*

(2) *Includes expenditures for property, plant and equipment, investments in prepublication costs, royalty advances and acquisitions of, and investments in, businesses.*

(3) *Includes property, plant and equipment, prepublication costs, goodwill, other intangibles and royalty advances.*

3. Debt

The following table summarizes debt as of the dates indicated:

	February 28, 2007	*May 31, 2006*	*February 28, 2006*
Lines of Credit	$ 34.7	$ 33.8	$ 30.6
Credit Agreement and Revolver	138.0	-	-
5.75% Notes due 2007, net of premium	-	295.3	295.9
5% Notes due 2013, net of discount	173.4	173.2	173.2
Other debt	-	0.1	0.3
Total debt	**346.1**	**502.4**	**500.0**
Less lines of credit, short-term debt and current portion of long-term debt	(34.7)	(329.2)	(326.8)
Total long-term debt	$ 311.4	$ 173.2	$ 173.2

The following table sets forth the maturities of the Company's debt obligations as of February 28, 2007 for the remainder of fiscal 2007 and thereafter:

Three-month period ending May 31:	
2007	$ 34.7
Fiscal years ending May 31:	
2008	-
2009	138.0
2010	-
2011	-
Thereafter	173.4
Total debt	**$346.1**

Lines of Credit
Certain of Scholastic Corporation's international subsidiaries had unsecured lines of credit available in local currencies equivalent to $66.2 in the aggregate at February 28, 2007, as compared to $65.4 at February 28, 2006 and $67.9 at May 31, 2006. There were borrowings outstanding under these lines of credit equivalent to $34.7 at February 28, 2007, as compared to $30.6 at February 28, 2006 and $33.8 at May 31, 2006. These lines of credit are considered short-term in nature. The weighted average interest rates on the outstanding amounts were 5.9% and 5.7% at February 28, 2007 and 2006, respectively, and 6.0% at May 31, 2006.

Credit Agreement
Scholastic Corporation and its principal operating subsidiary, Scholastic Inc., are parties to an unsecured revolving credit agreement with certain banks (the "Credit Agreement"), which expires on March 31, 2009. The Credit Agreement provides for aggregate borrowings of up to $190.0 (with a right in certain circumstances to increase borrowings to $250.0), including the issuance of up to $10.0 in letters of credit. Interest under this facility is either (i) at the prime rate or (ii) at a rate ranging from 0.325% over LIBOR (as defined) to 0.975% over LIBOR. There is a facility fee ranging from 0.10% to 0.30% and a utilization fee ranging from 0.05% to 0.25% if borrowings exceed 50% of the total facility. The amounts charged vary based upon the Company's credit rating. The interest rate, facility fee and utilization fee (when applicable) as of February 28, 2007 were 0.975% over LIBOR, 0.30% and 0.25%, respectively. The Credit Agreement contains certain covenants, including debt and interest coverage ratios (as defined), and limits dividends and other distributions. At February 28, 2007, $98.0 was outstanding under the Credit Agreement at a weighted average interest rate of 6.5%. There were no borrowings outstanding under the Credit Agreement at May 31, 2006 or February 28, 2006.

Revolver
Scholastic Corporation and Scholastic Inc. are joint and several borrowers under an unsecured revolving loan agreement with a bank (the "Revolver"). The Revolver provides for unsecured revolving credit of up to $40.0 and expires on March 31, 2009. Interest under this facility is either (i) at the prime rate minus 1% or (ii) at a rate ranging from 0.375% over LIBOR (as defined) to 1.025% over LIBOR. There is a facility fee ranging from 0.10% to 0.30%. The amounts charged vary based upon the Company's credit rating. The interest rate and facility fee as of February 28, 2007 were 1.025% over LIBOR and 0.30%, respectively. The Revolver contains certain covenants, including debt and interest coverage ratios (as defined), and limits dividends and other distributions. At February 28, 2007, $40.0 was outstanding under the Revolver at a weighted average interest rate of 6.4% . There were no borrowings outstanding under the Revolver at May 31, 2006 or February 28, 2006.

5.75% Notes due 2007
In January 2002, Scholastic Corporation issued $300.0 of 5.75% Notes (the "5.75% Notes"). The 5.75% Notes were senior unsecured obligations that matured on January 15, 2007 with interest payable semi-annually on July 15 and January 15 of each year through maturity. The Company repurchased approximately $6 of the 5.75% Notes on the open market in fiscal 2006 and approximately $36 of the 5.75% Notes on the open market during the first six months of fiscal 2007. In January 2007, the Company repaid the approximately $258 of the 5.75% Notes that remained outstanding at maturity.

5% Notes due 2013
In April 2003, Scholastic Corporation issued $175.0 of 5% Notes (the "5% Notes"). The 5% Notes are senior unsecured obligations that mature on April 15, 2013. Interest on the 5% Notes is payable semi-annually on April 15 and October 15 of each year. The Company may at any time redeem all or a portion of the 5% Notes at a redemption price (plus accrued interest to the date of the redemption) equal to the greater of (i) 100% of the principal amount, or (ii) the sum of the present values of the remaining scheduled payments of principal and interest discounted to the date of the redemption.

4. Comprehensive Income (Loss)

The following table sets forth comprehensive income (loss) for the periods indicated:

	Three months ended February 28,		***Nine months ended February 28,***	
	2007	**2006**	**2007**	**2006**
Net income (loss)	$ (7.7)	$(15.5)	$ 20.5	$ 30.2
Other comprehensive income (loss) - foreign currency translation adjustment	(1.8)	0.7	(7.0)	(4.1)
Comprehensive income (loss)	**$ (9.5)**	**$(14.8)**	**$ 13.5**	**$ 26.1**

5. Investment

In the quarter ended August 31, 2006, the Company participated in the organization of a new entity, the Children's Network Venture LLC ("Children's Network"), that produces and distributes educational children's television programming under the name "Qubo." The Company has contributed a total of $2.4 in cash and certain rights to existing television programming to the Children's Network. The Company's investment, which consists of a 12.25% equity interest, is accounted for using the equity method of accounting and is included in the Other assets and deferred charges section of the Company's consolidated balance sheets.

6. Earnings (Loss) Per Share

Basic earnings (loss) per share is computed by dividing net income (loss) by the weighted average Shares of Class A Stock and Common Stock outstanding during the period. Diluted earnings (loss) per share is calculated to give effect to potentially dilutive options to purchase Class A and Common Stock and RSUs and MSPP RSUs granted pursuant to the Company's stock-based compensation plans that were outstanding during the period. The Company calculates per share figures prior to rounding in millions. The following table summarizes the reconciliation of the numerators and denominators for the basic and diluted earnings (loss) per share computation for the periods indicated:

	Three months ended February 28,		***Nine months ended February 28,***	
	2007	**2006**	**2007**	**2006**
Net income (loss) for basic and diluted earnings per share	$ (7.7)	$ (15.5)	$ 20.5	$ 30.2
Weighted average Shares of Class A Stock and Common Stock outstanding for basic earnings per share, in millions	42.6	41.8	42.3	41.4
Dilutive effect of Class A Stock and Common Stock potentially issued pursuant to stock-based compensation plans, in millions	-	-	0.5	0.8
Adjusted weighted average Shares of Class A Stock and Common Stock outstanding for diluted earnings per share, in millions	42.6	41.8	42.8	42.2
Earnings (loss) per share of Class A Stock and Common Stock:				
Basic	$ (0.18)	$ (0.37)	$ 0.49	$ 0.73
Diluted	$ (0.18)	$ (0.37)	$ 0.48	$ 0.71

7. Goodwill and Other Intangibles

Goodwill and Other intangible assets with indefinite lives are reviewed for impairment annually.

The following table summarizes the activity in Goodwill for the periods indicated:

	Nine months ended February 28, 2007	*Twelve months ended May 31, 2006*	*Nine months ended February 28, 2006*
Beginning balance	$253.1	$254.2	$254.2
Translation adjustments	1.0	(1.1)	(0.6)
Total	**$254.1**	**$253.1**	**$253.6**

The following table summarizes Other intangibles subject to amortization at the dates indicated:

	February 28, 2007	*May 31, 2006*	*February 28, 2006*
Customer lists	$ 3.2	$ 3.0	$ 3.0
Accumulated amortization	(3.0)	(2.9)	(2.8)
Net customer lists	0.2	0.1	0.2
Other intangibles	4.2	4.0	4.0
Accumulated amortization	(2.9)	(2.8)	(2.8)
Net other intangibles	1.3	1.2	1.2
Total	**$ 1.5**	**$ 1.3**	**$ 1.4**

Amortization expense for Other intangibles totaled $0.2 for both the nine months ended February 28, 2007 and February 28, 2006 and $0.3 for the twelve months ended May 31, 2006. Amortization expense for these assets is currently estimated to total $0.2 for each of the fiscal years ending May 31, 2007 through 2011. The weighted average amortization periods for these assets by major asset class are four years and twelve years for customer lists and other intangibles, respectively.

The following table summarizes Other intangibles not subject to amortization at the dates indicated:

	February 28, 2007	*May 31, 2006*	*February 28, 2006*
Net carrying value by major class:			
Titles	$31.0	$31.0	$31.0
Licenses	17.2	17.2	17.2
Major sets	11.4	11.4	11.4
Trademarks and Other	17.5	17.5	17.5
Total	**$77.1**	**$77.1**	**$77.1**

8. Pension and Other Post-Retirement Benefits

The following tables set forth components of the net periodic benefit costs under the Company's cash balance retirement plan for its United States employees meeting certain eligibility requirements (the "U.S. Pension Plan"), the defined benefit pension plan of Scholastic Ltd., an indirect subsidiary of Scholastic Corporation located in the United Kingdom (the "U.K. Pension Plan"), the defined benefit pension plan of Grolier Ltd., an indirect subsidiary of Scholastic Corporation located in Canada (the "Canadian Pension Plan" and, together with the U.S. Pension Plan and the U.K. Pension Plan, the "Pension Plans"), and the post-retirement benefits provided by the Company to its retired United States-based employees, consisting of certain healthcare and life insurance benefits for the periods indicated:

	Pension Plans *Three months ended February 28,*		**Post-Retirement Benefits** *Three months ended February 28,*	
	2007	**2006**	**2007**	**2006**
Components of Net Periodic Benefit Cost:				
Service cost	$ 2.1	$ 2.0	$ 0.0	$ 0.1
Interest cost	2.3	2.1	0.5	0.5
Expected return on assets	(2.4)	(2.2)	-	(0.2)
Net amortization and deferrals	0.7	1.0	0.1	0.5
Net periodic benefit cost	**$ 2.7**	**$ 2.9**	**$ 0.6**	**$ 0.9**

	Pension Plans *Nine months ended February 28,*		**Post-Retirement Benefits** *Nine months ended February 28,*	
	2007	**2006**	**2007**	**2006**
Components of Net Periodic Benefit Cost:				
Service cost	$ 6.1	$ 6.1	$ 0.1	$ 0.4
Interest cost	6.9	6.2	1.4	1.4
Expected return on assets	(7.0)	(6.6)	-	(0.6)
Net amortization and deferrals	2.0	2.9	0.4	1.4
Net periodic benefit cost	**$ 8.0**	**$ 8.6**	**$ 1.9**	**$ 2.6**

The Company's funding policy with respect to the Pension Plans is to contribute on an annual basis amounts that are allowable for tax purposes or mandated by local statutory requirements. These contributions are intended to provide for future benefits earned to date and those expected to be earned in the future. For the nine months ended February 28, 2007, the Company contributed $7.4, $0.5 and $0.0 to the U.S. Pension Plan, the U.K. Pension Plan and the Canadian Pension Plan, respectively. The Company expects, based on current actuarial calculations, to contribute cash of approximately $11 in the aggregate to the Pension Plans in the fiscal year ending May 31, 2007.

9. Sale of Investment

On February 28, 2007, the Company sold its remaining investment in the holding company of Editions Gallimard, a French publisher, for $4.2, resulting in a pre-tax gain of $3.0, or $0.04 per diluted share, which was recorded in both the three and nine month periods ended February 28, 2007.

Overview and Outlook

Scholastic's third fiscal quarter is its second smallest revenue period. Revenue for the quarter ended February 28, 2007 increased by $9.3 million, or 2%, as compared to the prior fiscal year quarter, reflecting higher revenues in the *Children's Book Publishing and Distribution* , *International* and *Educational Publishing* segments. Operating loss for the quarter decreased by $10.0 million, driven by the Company's previously announced cost savings initiatives. Key factors in the quarter ended February 28, 2007 included increased profitability in the school-based book club business, due to reduced promotion spending and amortization and fulfillment efficiencies, and higher sales of educational technology products, partially offset by higher promotion amortization and bad debt expense in the direct-to-home portion of the Company's continuity business.

For the nine months ended February 28, 2007, revenues and operating income decreased from the prior fiscal year by $115.4 million and $19.8 million, respectively. The year-over-year differences in revenue and operating income reflect higher *Harry Potter* ® revenues in the prior year period, which included the release of *Harry Potter and the Half-Blood Prince* , the sixth book in the planned seven book series, in July 2005, partially offset by increased profitability in the school-based book club business in the current year period.

Based on the lower-than-expected results for the direct-to-home portion of the continuity business in the quarter and the higher bad debt expense and promotion amortization that is anticipated to continue in that business in the fourth quarter, the Company lowered its profitability forecast for the fiscal year ending May 31, 2007. As a result, the Company has begun a detailed analysis in order to reposition this business for profitability in a more internet-based environment.

Results of Operations - Consolidated

Revenues for the quarter ended February 28, 2007 increased $9.3 million to $497.0 million, compared to $487.7 million in the prior fiscal year quarter. This increase was due to higher revenues in the *Children's Book Publishing and Distribution, International* and *Educational Publishing* segments, which increased $9.2 million, $4.6 million and $1.1 million, respectively, partially offset by a $5.6 million decline in the *Media, Licensing and Advertising* segment, as compared to the prior fiscal year quarter. For the nine months ended February 28, 2007, revenues decreased $115.4 million to $1,567.4 million, compared to $1,682.8 million in the prior fiscal year period. This decrease related primarily to $135.0 million in lower revenues from the *Children's Book Publishing and Distribution* segment compared to the prior fiscal year period, which reflected the July 2005 release of *Harry Potter and the Half-Blood Prince* , partially offset by a $24.7 million increase in revenues from the *International* segment.

Cost of goods sold as a percentage of revenues decreased to 48.8% in the quarter ended February 28, 2007, as compared to 50.2% in the prior fiscal year quarter, primarily due to product mix driven by improvements in school-based book clubs. For the nine months ended February 28, 2007, cost of goods sold as a percentage of revenues decreased to 47.0%, as compared to 49.9% in the prior fiscal year period, primarily due to costs related to the *Harry Potter* release in the prior fiscal year period.

Selling, general and administrative expenses as a percentage of revenues for the quarter ended February 28, 2007 decreased to 45.5%, as compared to 46.9% in the prior fiscal year quarter, due to reduced employee and employee related expenses related to the Company's previously announced cost savings initiatives. The $2.3 million decrease in Selling, general and administrative expenses between these periods occurred despite higher severance costs and stock-based compensation expense, which increased by $1.3 million and $0.9 million, respectively, in the current year period. For the nine months ended February 28, 2007, Selling, general and administrative expenses as a percentage of revenues increased to 43.0% from 40.3% in the prior fiscal year period, primarily due to the prior year revenue benefit from *Harry Potter and the Half-Blood Prince* without a corresponding increase in expense.

Bad debt expense increased to $20.5 million, or 4.1% of revenues, for the quarter ended February 28, 2007, compared to $15.7 million, or 3.2% of revenues, in the prior fiscal year quarter. For the nine months ended February 28, 2007, bad debt expense increased to $55.7 million, or 3.6% of revenues, compared to $43.4 million, or 2.6% of revenues, in the prior fiscal year period. These increases related primarily to higher bad debt in the direct-to-home portion of the Company's continuity business.

The resulting operating loss for the quarter ended February 28, 2007 was $7.8 million, compared to an operating loss of $17.8 million in the prior fiscal year quarter. For the nine months ended February 28, 2007, the resulting operating income decreased $19.8 million to $52.5 million, or 3.3% of revenues, from $72.3 million, or 4.3% of revenues, in the prior fiscal year period.

Other income was $3.0 million for both the three and nine months ended February 28, 2007, representing a gain from the sale of the Company's remaining investment in a French publishing company.

The effective income tax rate for the three and nine months ended February 28, 2007 decreased to 36.8%, compared to 37.0% in each of the prior fiscal year periods.

Net loss was $7.7 million, or $0.18 per diluted share, for the quarter ended February 28, 2007, compared to a net loss of $15.5 million, or $0.37 per diluted share, in the prior fiscal year quarter. For the nine months ended February 28, 2007, net income was $20.5 million, or $0.48 per diluted share, compared to $30.2 million, or $0.71 per diluted share, in the prior fiscal year period.

Results of Operations - Segments

Children's Book Publishing and Distribution

($ amounts in millions)	***Three months ended February 28,***		***Nine months ended February 28,***	
	2007	**2006**	**2007**	**2006**
Revenues	$280.1	$270.9	$835.4	$970.4
Operating income (loss)	4.4	(3.2)	36.7	65.7
Operating margin	**1.6%**	*****	**4.4%**	**6.8%**

* not meaningful

Revenues in the *Children's Book Publishing and Distribution* segment for the quarter ended February 28, 2007 increased $9.2 million, or 3.4%, to $280.1 million, compared to $270.9 million in the prior fiscal year quarter. Revenues from the Company's continuity businesses increased $11.7 million, of which approximately $6 million was attributable to new customers in the direct-to-home portion of this business acquired through web-based sales initiatives and approximately $5 million was attributable to higher sales in school-based continuity programs. School-based book fair revenues increased $2.6 million, primarily due to higher revenue per fair. These increases were partially offset by a $4.9 million decrease in school-based book club revenues due to the previously-announced elimination of the *Troll* ® */Carnival* ® and *Trumpet* ® book clubs.

Segment operating income for the quarter ended February 28, 2007 was $4.4 million, compared to a $3.2 million operating loss in the prior fiscal year quarter. This improvement was primarily driven by higher operating income in the Company's school-based book club business due to reduced promotion costs and fulfillment efficiencies that resulted from the Company's cost savings initiatives, including the elimination of the *Troll/Carnival* and *Trumpet* book clubs. This increase was partially offset by a $3.9 million larger operating loss in the Company's continuity businesses, primarily due to lower operating results in the direct-to-home portion of this business.

Revenues for the nine months ended February 28, 2007 decreased $135.0 million, or 13.9%, to $835.4 million, compared to $970.4 million in the prior fiscal year period. This decrease was substantially due to lower *Harry Potter* revenues in the current fiscal year period, which declined by approximately $180 million due to the release of *Harry Potter and the Half-Blood Prince* in the prior fiscal year period, as well as a $9.4 million decrease in school-based book club revenues due to the previously-announced elimination of the *Troll/Carnival* and *Trumpet* book clubs. These declines were partially offset by a $27.9 million increase in revenues from the Company's continuity businesses principally resulting from new web-based customers in the direct-to-home continuity programs, a $16.6 million increase in school-based book fair revenues primarily attributable to an increase in revenue per fair, and an approximately $10 million increase in non- *Harry Potter* trade revenues. The elimination of the *Troll/Carnival* and *Trumpet* book clubs did not have a more significant impact on segment revenues because of the Company's successful implementation of its plan to migrate customers from these smaller, less efficient clubs to its core Scholastic-branded clubs.

Segment operating income for the nine months ended February 28, 2007 decreased $29.0 million, or 44.1%, to $36.7 million, compared to $65.7 million in the prior fiscal year period primarily due to the lower *Harry Potter* revenues in the Company's trade business, partially offset by an increase in operating income in school-based book clubs.

The following table highlights the results of the direct-to-home portion of the Company's continuity programs, which is included in the *Children's Book Publishing and Distribution* segment.

($ amounts in millions)	***Three months ended February 28,***		***Nine months ended February 28,***	
	2007	**2006**	**2007**	**2006**
Revenues	$ 41.3	$ 34.6	$115.7	$ 93.0
Operating loss	(6.6)	(2.5)	(17.5)	(13.3)
Operating margin	*	*	*	*

* not meaningful

Revenues from the direct-to-home portion of the Company's continuity business increased $6.7 million, or 19.4%, to $41.3 million for the quarter ended February 28, 2007, as compared to $34.6 million in the prior fiscal year quarter. For the nine months ended February 28, 2007, revenues increased $22.7 million, or 24.4%, to $115.7 million as compared to $93.0 million in the prior fiscal year period. These increases were primarily attributable to new web-based customers.

The operating loss for the direct-to-home portion of the continuity business was $6.6 million in the quarter ended February 28, 2007, as compared to $2.5 million in the prior fiscal year quarter, and $17.5 million for the nine months ended February 28, 2007, as compared to $13.3 million in the prior fiscal year period. The operating losses in the three and nine month periods ended February 28, 2007 were larger compared to the respective prior year periods despite the corresponding revenue increases between those periods substantially due to higher promotion amortization, which increased by $5.9 million and $11.6 million, respectively, and higher bad debt expense, which increased by $3.5 million and $9.6 million, respectively, in the current fiscal year periods, associated with the acquisition of new customers and weaker performance of subsequent programs.

Excluding the direct-to-home portion of the continuity business, segment revenues increased $2.5 million, or 1.1%, to $238.8 million for the quarter ended February 28, 2007, compared to $236.3 million in the prior fiscal year quarter, and decreased $157.7 million, or 18.0%, to $719.7 million for the nine months ended February 28, 2007, compared to $877.4 million in the prior fiscal year period.

Excluding the direct-to-home portion of the continuity business, segment operating income was $11.0 million in the quarter ended February 28, 2007, compared to an operating loss of $0.7 million in the prior fiscal year quarter, and segment operating income was $54.2 million in the nine months ended February 28, 2007, compared to $79.0 million in the prior fiscal year period.

Educational Publishing

($ amounts in millions)	***Three months ended February 28,***		***Nine months ended February 28,***	
	2007	**2006**	**2007**	**2006**
Revenues	$ 74.6	$ 73.5	$299.2	$301.0
Operating income (loss)	(3.0)	(3.5)	46.8	45.6
Operating margin	*****	*****	**15.6%**	**15.1%**

* not meaningful

Revenues in the *Educational Publishing* segment for the quarter ended February 28, 2007 increased $1.1 million, or 1.5%, to $74.6 million, compared to $73.5 million in the prior fiscal year quarter. Revenues from sales of educational technology products increased $4.7 million, or approximately 27%, led by the Company's *READ 180* ® reading intervention program, partially offset by lower revenues from the balance of the segment, including a $1.9 million decrease in library publishing sales. Segment revenues for the nine months ended February 28, 2007 decreased by $1.8 million to $299.2 million, compared to $301.0 million in the prior fiscal year period. Revenues from sales of educational technology products increased $13.8 million, but were more than offset by lower revenues from the balance of the segment, including an $11.2 million decrease in revenues from sales of paperback collections and library publishing revenues.

Segment operating loss for the quarter ended February 28, 2007 was $3.0 million, compared to $3.5 million in the prior fiscal year quarter. Segment operating income for the nine months ended February 28, 2007 increased $1.2 million, or 2.6%, to $46.8 million, compared to $45.6 million in the prior fiscal year period. These improvements were primarily due to the higher revenues from sales of educational technology products.

Media, Licensing and Advertising

($ amounts in millions)	***Three months ended February 28,***		***Nine months ended February 28,***	
	2007	**2006**	**2007**	**2006**
Revenues	$ 40.8	$ 46.4	$113.1	$116.4
Operating income	3.0	6.3	6.1	8.3
Operating margin	**7.4%**	**13.6%**	**5.4%**	**7.1%**

Revenues in the *Media, Licensing and Advertising* segment for the quarter ended February 28, 2007 decreased $5.6 million, or 12.1%, to $40.8 million, compared to $46.4 million in the prior fiscal year quarter. This decrease was due to lower sales of software and multimedia products, which declined by $3.0 million, and lower television programming revenues, which declined by $2.3 million. Segment revenues for the nine months ended February 28, 2007 decreased $3.3 million, or 2.8%, to $113.1 million, compared to $116.4 million in the prior fiscal year period. This decrease was due to a $10.2 million decrease in television programming revenues, partially offset by a $3.0 million increase in revenues from sales of software and multimedia products and a $2.5 million increase in consumer magazine revenues.

Segment operating income for the quarter ended February 28, 2007 decreased by $3.3 million to $3.0 million, compared to $6.3 million in the prior fiscal year quarter. Segment operating income for the nine months ended February 28, 2007 decreased by $2.2 million to $6.1 million, compared to $8.3 million in the prior fiscal year period. These decreases were primarily due to lower revenues.

International

($ amounts in millions)	***Three months ended February 28,***		***Nine months ended February 28,***	
	2007	**2006**	**2007**	**2006**
Revenues	$101.5	$ 96.9	$319.7	$295.0
Operating income	3.5	2.3	17.8	9.6
Operating margin	**3.4%**	**2.4%**	**5.6%**	**3.3%**

Revenues in the *International* segment for the quarter ended February 28, 2007 increased $4.6 million, or 4.7%, to $101.5 million, compared to $96.9 million in the prior fiscal year quarter, primarily due to a $3.8 million favorable impact from foreign currency exchange rates. Segment revenues for the nine months ended February 28, 2007 increased $24.7 million, or 8.4%, to $319.7 million, as compared to $295.0 million in the prior fiscal year period, primarily due to a $12.4 million favorable impact from foreign currency exchange rates, as well as revenue growth in Canada equivalent to $7.1 million.

Segment operating income for the quarter ended February 28, 2007 increased by $1.2 million to $3.5 million, as compared to $2.3 million in the prior fiscal year quarter. Segment operating income for the nine months ended February 28, 2007 increased by $8.2 million to $17.8 million, compared to $9.6 million in the prior fiscal year period, primarily due to higher operating income in Canada.

Seasonality

The Company's school-based book clubs, school-based book fairs and most of its magazines operate on a school-year basis. Therefore, the Company's business is highly seasonal. As a result, the Company's revenues in the first and third quarters of the fiscal year generally are lower than its revenues in the other two fiscal quarters. Typically, school-based book club and book fair revenues are greatest in the second quarter of the fiscal year, while revenues from the sale of instructional materials and educational technology products are highest in the first quarter. The Company experiences a loss from operations in the first and third quarters of each fiscal year.

Liquidity and Capital Resources

The Company's cash and cash equivalents were $29.4 million at February 28, 2007, compared to $219.5 million at February 28, 2006 and $205.3 million at May 31, 2006.

Cash provided by operating activities was $55.4 million for the nine months ended February 28, 2007 compared to $210.5 in the prior fiscal year period. This decrease was due to lower net income in the current fiscal year period as compared to the prior year period, as well as unfavorable net changes in working capital accounts between the two periods, substantially due to the higher *Harry Potter* revenues in the prior fiscal year period. The most significant of these working capital account changes occurred in Accrued royalties, which increased $20.7 million in the nine months ended February 28, 2007 compared to an increase of $89.2 million in the prior fiscal year period, and Accounts payable and other accrued expenses, which decreased $28.1 million in the nine months ended February 28, 2007 compared to a $38.1 million increase in the prior fiscal year period.

Cash used in investing activities was $91.8 million in the nine months ended February 28, 2007, compared to $118.0 million in the prior fiscal year period. This decrease was due primarily to an $18.9 million decrease in Additions to property, plant and equipment, which totaled $27.7 million for the nine months ended February 28, 2007 compared to $46.6 million in the prior fiscal year period, principally due to higher information technology spending in the prior period, when the Company implemented a new computer-based order entry, customer service, accounts receivable and collection system.

Cash used in financing activities was $140.4 million in the nine months ended February 28, 2007, compared to cash provided by financing activities of $16.2 million in the prior fiscal year period. This change was due principally to the effect of a higher cash position at the beginning of the nine months ended February 28, 2007 compared to the beginning of the prior fiscal year period, along with the repurchase on the open market of approximately $36 million of the 5.75% Notes due January 15, 2007 (the "5.75% Notes") of Scholastic Corporation (the "Corporation") during the period, together with the repayment of the balance of the approximately $260 million of 5.75% Notes that remained outstanding, in addition to $7.4 million of accrued interest thereon, at maturity. Net cash borrowings under the Credit Agreement and Revolver (as defined under "Financing" below) increased $138.0 million in the nine months ended February 28, 2007 as compared to the prior fiscal period, as the Company utilized available borrowings under these facilities, as well as cash on hand, to fund the repayment of the 5.75% Notes.

Due to the seasonality of its business as discussed under “Seasonality” above, the Company experiences negative cash flow in the June through October time period. As a result of the Company’s business cycle, seasonal borrowings have historically increased during June, July and August, have generally peaked in September or October, and have been at their lowest point in May.

The Company’s operating philosophy is to use cash provided from operating activities to create value by paying down debt, reinvesting in existing businesses and, from time to time, by making acquisitions that will complement its portfolio of businesses. Historically, the Company has financed its operations and met its capital requirements primarily through funds generated from operations, the issuance of debt in the public markets and borrowings from lending institutions. As of February 28, 2007, the Company’s primary sources of liquidity consisted of cash and cash equivalents, including short-term investments, of $29.4 million and borrowings remaining available under the Credit Agreement and Revolver totaling $92.0 million. The Company believes that it has sufficient working capital and liquidity to support its operations, repay indebtedness upon maturity, and continue to make investments in its businesses, both over the next fiscal year and for the foreseeable future. However, should additional capital be needed, including to fund future investment or acquisition activity, the Company may seek to raise additional capital through various debt or other offerings. The Company believes it has adequate access to this capital; however, there can be no assurance that the Company will be able to raise additional capital on terms that are favorable to the Company.

During the quarter ended August 31, 2006, the Company’s credit rating was downgraded from BB+ to BB by Standard & Poor’s and from Baa3 to Ba1 by Moody’s Investor Service. Under prevailing market conditions, the Company believes that these ratings afford it adequate access to the public and private markets for debt.

Financing

Scholastic Corporation and its principal operating subsidiary, Scholastic Inc., are parties to an unsecured revolving credit agreement with certain banks (the “Credit Agreement”), which expires on March 31, 2009. The Credit Agreement provides for aggregate borrowings of up to $190.0 million (with a right in certain circumstances to increase borrowings to $250.0 million), including the issuance of up to $10.0 million in letters of credit. Interest under this facility is either (i) at the prime rate or (ii) a rate ranging from 0.325% over LIBOR (as defined) to 0.975% over LIBOR. There is a facility fee ranging from 0.10% to 0.30% and a utilization fee ranging from 0.05% to 0.25% if borrowings exceed 50% of the total facility. The amounts charged vary based upon the Company’s credit rating. The interest rate, facility fee and utilization fee (when applicable) as of February 28, 2007 were 0.975% over LIBOR, 0.30% and 0.25%, respectively. The Credit Agreement contains certain covenants, including debt and interest coverage ratios (as defined), and limits dividends and other distributions. At February 28, 2007, $98.0 million was outstanding under the Credit Agreement at a weighted average interest rate of 6.5%. There were no borrowings outstanding under the Credit Agreement at February 28, 2006 or May 31, 2006.

Scholastic Corporation and Scholastic Inc. are joint and several borrowers under an unsecured revolving loan agreement with a bank (the "Revolver"). The Revolver provides for unsecured revolving credit of up to $40.0 million and expires on March 31, 2009. Interest under this facility is either (i) at the prime rate minus 1% or (ii) at a rate ranging from 0.375% over LIBOR (as defined) to 1.025% over LIBOR. There is a facility fee ranging from 0.10% to 0.30%. The amounts charged vary based upon the Company's credit rating. The interest rate and facility fee as of February 28, 2007 were 1.025% over LIBOR and 0.30%, respectively. The Revolver contains certain covenants, including debt and interest coverage ratios (as defined), and limits dividends and other distributions. At February 28, 2007, $40.0 million was outstanding under the Revolver at a weighted average interest rate of 6.4%. There were no borrowings outstanding under the Revolver at February 28, 2006 or May 31, 2006.

The Credit Agreement and Revolver allow the Company to borrow, repay or, to the extent permitted by the agreements, prepay and re-borrow at any time prior to the stated maturity dates and subject to the terms and conditions of the facilities. The increases in borrowings under the Credit Agreement and Revolver at the end of the current year period compared to the prior year periods were primarily due to the repayment of the outstanding 5.75% Notes at maturity in January 2007. At February 28, 2007, the Company was in compliance with its covenants under each of these facilities.

Unsecured lines of credit available in local currencies to certain of Scholastic Corporation's international subsidiaries were, in the aggregate, equivalent to $66.2 million at February 28, 2007, as compared to $65.4 million at February 28, 2006 and $67.9 million at May 31, 2006. These lines are used primarily to fund local working capital needs. There were borrowings outstanding under these lines of credit equivalent to $34.7 million at February 28, 2007 as compared to $30.6 million at February 28, 2006 and $33.8 million at May 31, 2006. These lines of credit are considered short-term in nature. The weighted average interest rate on the outstanding borrowings was 5.9% and 5.7% at February 28, 2007 and 2006, respectively, and 6.0% at May 31, 2006.

The Company's total debt obligations at February 28, 2007, May 31, 2006 and February 28, 2006 were $346.1 million, $502.4 million and $500.0 million, respectively. The lower level of total debt at February 28, 2007 compared to the levels at the end of the prior year periods was substantially due to the repayment of the approximately $260 million of 5.75% Notes that remained outstanding at maturity in January 2007, as discussed in "Liquidity and Capital Resources" above.

For a more complete description of the Company's debt obligations, see Note 3 of Notes to Condensed Consolidated Financial Statements – Unaudited in Item 1, "Financial Statements."

Critical Accounting Policies and Estimates

Prior to June 1, 2006, the Company applied the intrinsic value-based method of accounting prescribed by Accounting Principles Board ("APB") Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB No. 25"), and related interpretations in accounting for its stock-based compensation plans. Under this method, no compensation expense was recognized with respect to options granted under the Company's stock-based compensation plans, as the exercise price of each stock option issued was equal to the market price of the underlying stock on the date of grant and the exercise price and number of shares subject to grant were fixed.

In May 2006, the Human Resources and Compensation Committee of the Board of Directors of the Corporation, which consists entirely of independent directors, approved the acceleration of the vesting of all unvested options to purchase the Corporation's Class A Stock, par value $0.01 per share (the "Class A Stock"), and the Corporation's common stock, par value $0.01 per share (the "Common Stock"), outstanding as of May 30, 2006 granted to employees (including executive officers) and outside directors of the Corporation (the "Acceleration"). Except for the Acceleration, all other terms and conditions applicable to such stock options were unchanged. Substantially all of these options had exercise prices in excess of the market value of the underlying Common Stock on May 30, 2006. The primary purpose of the Acceleration was to mitigate the future compensation expense that the Company would have otherwise recognized in its financial statements with respect to these options as a result of the adoption by the Company of Statement of Financial Accounting Standards ("SFAS") No. 123R, "Share Based Payment" ("SFAS 123R"), effective June 1, 2006.

The Company adopted the fair value recognition provisions of SFAS 123R, which revises SFAS No. 123, "Accounting for Stock-Based Compensation," using the modified prospective method. SFAS 123R requires the Company to recognize the cost of employee and director services received in exchange for any stock-based awards. Under SFAS 123R, the Company recognizes compensation expense over an award's requisite service period, which is generally the vesting period, based on the award's fair value at the date of grant.

The fair values of stock options granted by the Company are estimated at the date of grant using the Black-Scholes option-pricing model. The Company's determination of the fair value of share-based payment awards using this option-pricing model is affected by the price of the Common Stock as well as by assumptions regarding highly complex and subjective variables, including, but not limited to, the expected price volatility of the Common Stock over the terms of the awards, the risk-free interest rate, and actual and projected employee stock option exercise behaviors. Estimates of fair value are not intended to predict actual future events or the value that may ultimately be realized by employees or directors who receive these awards.

For a more complete description of the Company's stock-based compensation plans, see Note 1 of Notes to Condensed Consolidated Financial Statements – Unaudited in Item 1, "Financial Statements."

Forward Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements. These forward-looking statements are subject to various risks and uncertainties, including the conditions of the children's book and educational materials markets and acceptance of the Company's products within those markets, and other risks and factors identified in this Report, in the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2006, and from time to time in the Company's other filings with the Securities and Exchange Commission (the "SEC"). Actual results could differ materially from those currently anticipated.

The Company conducts its business in various foreign countries, and as such, its cash flows and earnings are subject to fluctuations from changes in foreign currency exchange rates. Management believes that the impact of currency fluctuations does not represent a significant risk to the Company given the size and scope of its current international operations. The Company manages its exposures to this market risk through internally established procedures and, when deemed appropriate, through the use of short-term forward exchange contracts. All foreign exchange hedging transactions are supported by an identifiable commitment or a forecasted transaction. The Company does not enter into derivative transactions or use other financial instruments for trading or speculative purposes.

Market risks relating to the Company's operations result primarily from changes in interest rates, which are managed through the mix of variable-rate versus fixed-rate borrowings. Additionally, financial instruments, including swap agreements, have been used to manage interest rate exposures. Approximately 50% of the Company's debt at February 28, 2007 bore interest at a variable rate and was sensitive to changes in interest rates, compared to approximately 7% at May 31, 2006 and approximately 6% at February 28, 2006, with the higher level at the end of the current fiscal year period due to utilization of available borrowings under the Credit Agreement and Revolver, which are variable rate instruments, to repay the outstanding 5.75% Notes at maturity in January 2007. The Company is subject to the risk that market interest rates and its cost of borrowing may increase and thereby increase the interest charged under its variable-rate debt, as well as the risk that variable-rate borrowings may represent a larger portion of total debt in the future.

Additional information relating to the Company's outstanding financial instruments is included in Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations."

The following table sets forth information about the Company's debt instruments as of February 28, 2007 (see Note 3 of Notes to Condensed Consolidated Financial Statements - Unaudited in Item 1, "Financial Statements"):

($ amounts in millions)	Fiscal Year Maturity						
	2007	**2008**	**2009**	**2010**	**2011**	**Thereafter**	**Total**
Debt Obligations							
Lines of credit	$ 34.7	$ -	-	$ -	$ -	$ -	$ 34.7
Average interest rate	5.9%						
Long-term debt:							
Fixed-rate debt	$ -	$ -	-	$ -	$ -	$ 175.0	$ 175.0
Variable-rate debt			$ 138.0[1]				$ 138.0
Average interest rate			6.4%			5.0%	

(1) Represents amounts drawn on the Revolver and the Credit Agreement, which have credit lines totaling $230.0 and expire in fiscal 2009.

The Chief Executive Officer and the Chief Financial Officer of the Corporation, after conducting an evaluation, together with other members of the Company's management, of the effectiveness of the design and operation of the Corporation's disclosure controls and procedures as of February 28, 2007, have concluded that the Corporation's disclosure controls and procedures were effective to ensure that information required to be disclosed by the Corporation in its reports filed or submitted under the Securities Exchange Act of 1934 is recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the SEC and accumulated and communicated to members of the Company's management, including the Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure. There was no change in the Corporation's internal control over financial reporting that occurred during the quarter ended February 28, 2007 that has materially affected, or is reasonably likely to materially affect, the Corporation's internal control over financial reporting.

Exhibits:

10.1	Agreement between Maureen O'Connell and Scholastic Inc., dated February 12, 2007, regarding employment.
10.2	Agreement between Mary A. Winston and Scholastic Inc., dated January 16, 2007, with regard to certain severance arrangements.
10.3	Amendment No. 4 to the Scholastic Corporation 1995 Stock Option Plan, dated as of March 21, 2007.
10.4	Amendment No. 2 to the Scholastic Corporation 2001 Stock Incentive Plan, dated as of March 20, 2007.
10.5	Amendment No. 3 to the Scholastic Corporation 2004 Class A Stock Incentive Plan, dated as of March 20, 2007.
31.1	Certification of the Chief Executive Officer of Scholastic Corporation filed pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer of Scholastic Corporation filed pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certifications of the Chief Executive Officer and Chief Financial Officer of Scholastic Corporation furnished pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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 thereunto duly authorized.

SCHOLASTIC CORPORATION
(Registrant)

Date: March 30, 2007

/s/ Richard Robinson

Richard Robinson
Chairman of the Board,
President and Chief
Executive Officer
(Principal Executive Officer)

Date: March 30, 2007

/s/ Maureen O'Connell

Maureen O'Connell
Executive Vice President,
Chief Administrative Officer and
Chief Financial Officer
(Principal Financial Officer and
Chief Accounting Officer)

Exhibit Number	Description of Document
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32	Certifications of the Chief Executive Officer and Chief Financial Officer of Scholastic Corporation furnished pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

Exhibit 10.1

AGREEMENT

Agreement by and between Maureen O'Connell ("Employee" or "you"), who resides at 154 Weaver Street, Greenwich, CT, 06831 and Scholastic Inc. (the "Company"). This Agreement shall be effective as of January 22, 2007.

1. In connection with the general terms of your at will employment, this Agreement confirms our further understanding that in the event the Company terminates your employment during the first three years of employment for reasons other than gross misconduct, you shall receive a lump sum payment, in lieu of severance, equivalent to twelve (12) months of salary, at your then current base salary. You will also be recommended to receive a grant of stock options for 100,000 shares of Common Stock at the March 2007 Board meeting and for a further grant covering 100,000 shares at the December 2007 Board meeting. In connection with your participation in the Company's Management Incentive Plan ("MIP"), and provided you are an active company employee when bonuses are paid, your target MIP payment will be 50% of your base salary for fiscal year 2006-2007 (prorated to 5/12s to reflect your actual term of employment), with a guaranteed minimum MIP payment of $67,500, and, for fiscal year 2007-2008, a target MIP payment equal to 75% of your base salary, with a guaranteed MIP payment of $150,000.

2. You understand that this Agreement constitutes the complete understanding between the company and you concerning the foregoing, and supersedes any and all agreements, understandings, and discussions, whether written or oral, between you and the Company. No other promises or agreements shall be binding unless in writing and signed by both the company and you after the Effective Date of this Agreement. You understand and agree that employment with the Company is at the will of the Company and of you and that this agreement does not create any contract of employment between the Company and you.

Print Name: Maureen O' Connell
Maureen O'Connell

Date: February 12, 2007

Signature: /s/ Maureen O'Connell

SCHOLASTIC INC.

By: Richard Robinson

Date: February 12, 2007

Exhibit 10.2

AGREEMENT AND GENERAL RELEASE

Agreement and General Release ("Agreement"), by and between Mary A. Winston ("Employee" or "you"), and Scholastic Inc. (the "Company").

1. You acknowledge that effective January 22, 2007, or earlier if requested (the "Resignation Date"), you shall resign your position as an Officer of Scholastic Inc. and Scholastic Corporation and your position as Executive Vice President, Chief Financial Officer and Chief Accounting Officer. After the Resignation Date, you shall not represent yourself as being an officer of the Company or its affiliates for any purpose. Following the Resignation Date, you shall continue your employment with the Company on special assignment until July 21, 2007 unless sooner terminated as provided herein (the "Employment Period"). On the last day of the aforementioned Employment Period, your employment shall terminate, including for purposes of participation in and coverage under all benefit plans and programs sponsored by or through the Company Entities (as herein defined), except for those benefits to which you may be entitled following the Employment Period. You acknowledge and agree that the Company Entities shall have no obligation to rehire you, or to consider you for employment, after the conclusion of the Employment Period. You acknowledge that the representations in this paragraph constitute a material inducement for the Company to provide the payment(s) to you pursuant to paragraph 2 of this Agreement.

2. Following the Effective Date of this Agreement and in exchange for your waiver of claims against the Company Entities and compliance with other terms and conditions of this Agreement, the Company agrees:

(a) You shall continue your employment with the Company on special assignment through the Employment Period. Your title shall be Executive Consultant, Finance, and you shall report directly to Dick Robinson. Your duties shall include assisting in the preparation of the Company's financial statements, transitioning your former responsibilities to your successor, assisting in the Company's budget process, advising on special projects, and other duties as may be assigned of a nature consistent with the duties of a senior executive officer. The Company will consult with you about proposed assignments. Your salary, effective as of the first date of the Employment Period, shall be payable at the monthly rate of $47,895 per month. You agree to provide services from time to time (the dates and times of which shall be mutually agreed upon in good faith by you and the Company) at a level at least equal to 20% of the services rendered by you for the Company during your period of employment. During the Employment Period, (a) business expenses will be reimbursed in accordance with Company policy, and (b) you shall have access to/use of Company voicemail and email, an office in the Company's New Jersey office, an administrative assistant, and your Company-issued blackberry, laptop and such other business materials as may be reasonably necessary for the performance of your work for the Company during the Employment Period. Your place of employment shall be the Company's New Jersey office. Subject to the non-competition and confidentiality provisions in paragraphs 7 and 9 of this Agreement, you may commence employment with another entity on or after April 22, 2007, and in that event the Employment Period shall terminate and you shall be

paid in a lump sum as soon as practicable after such termination, the total remaining sum that otherwise would have been paid to you as salary during the Employment Period under paragraph 2(a) had your employment with the Company continued through July 21, 2007.

(b) To continue to pay the cost of medical, dental and vision benefit coverage during the Employment Period to the same extent as prior to the Resignation Date, with Employee to pay an amount equal to the employee share of the cost of such coverage under the Company's group medical plan as in effect from time to time. Coverage under the Company's group medical plan shall cease if, prior to the expiration of the Employment Period, Employee obtains employment with another entity and that entity provides medical, dental and vision benefits coverage similar to that provided by the Company. After the Employment Period, to the extent eligible, you may purchase continuation medical benefits under the federal law known as COBRA.

(c) That you will continue to be eligible to participate in the Company's 401(k) plan, pension plan, and flexible spending plan through the Employment Period. Deductions will be taken from bi-weekly pay.

(d) The Company will make available to you, at the Company's expense, out-placement benefits for six months at an out-placement firm to be mutually agreed upon by the parties.

(e) The Company will recommend to the committee that administers the Company's 2001 Stock Incentive Plan that (i) it fully accelerate the vesting of the stock option grant made to you on September 19, 2006 to purchase 25,000 shares of the Company's stock, and (ii) it extend the exercisability of all stock option awards granted to you through December 31, 2007.

(f) The Company will recommend to the committee that administers the Company's Management Stock Purchase Plan that it fully accelerate the vesting of restricted stock unit awards made to you under such plan, which awards shall be distributed to you as follows: (i) the grant of 3,316 restricted stock units effective September 1, 2005 shall be distributed as soon as practical after September 1, 2008, and (ii) the grant of 994 restricted stock units effective September 1, 2006 shall be distributed as soon as practicable after September 1, 2009.

(g) To pay you severance pay and consideration for the covenants made by you in this Agreement in accordance with the terms set forth in Schedule A, attached hereto and incorporated by reference.

Nothing contained in this Agreement shall limit the right of the Company at any time to amend, modify, cancel or administer any of the employee benefit programs, plans or compensation arrangements in which you participate (other than this Agreement).

3. You acknowledge and agree that the payments and other benefits provided pursuant to this Agreement: (i) are in full discharge of any and all liabilities and obligations of the Company and the Company Entities to you, monetarily or with respect to compensation and employee benefits or otherwise, including but not limited to any and all obligations arising under

any alleged written or oral employment agreement, policy, plan, or practice or procedure of the Company and/or any alleged understanding or arrangement between you and the Company and the Company Entities; (ii) exceed any payment, benefits, or other thing of value to which you might otherwise be entitled under any policy, plan, practice or procedure of the Company and/or any agreement between you and the Company and the Company Entities; and (iii) are being made to you, and you are accepting such payments and benefits, as consideration for your release of claims and other agreements made by you in this Agreement. You agree that no other payments or benefits are due and owing to you from the Company and the Company Entities.

4. (a) In consideration for the payments and benefits to be provided you pursuant to paragraph 2 above, you, for yourself and for your heirs, executors, administrators, trustees, legal representatives, successors and assigns (hereinafter referred to collectively as "Releasors"), forever release and discharge the Company and its past, present and future shareholders, parent entities, subsidiaries, divisions, affiliates and related business entities, successors and assigns, assets, employee benefit plans or funds, and, in their capacity as such, any of its or their respective past, present and/or future directors, officers, fiduciaries, agents, trustees, administrators, employees, consultants and assigns, whether acting on behalf of the Company or in their individual or fiduciary capacities (collectively the "Company Entities") from any and all claims, demands, causes of action, fees and liabilities of any kind whatsoever, whether known or unknown, which you ever had, now have, or may have against any of the Company Entities by reason of any act, omission, transaction, practice, plan, policy, procedure, conduct, occurrence, or other matter up to and including the date on which you sign this Agreement. This release does not extend to any workers' compensation claims that were not known to you as of the date on which you sign this agreement or to any indemnification rights you may have by virtue of your employment with the Company. The Company and the Company Entities agree to release you, your heirs, executors, administrators, trustees, legal representatives, successors and assigns from and against any and all claims arising out of or related to your employment and/or separation with the Company insofar as such claims are based on acts or omissions as to which the Company has actual knowledge as of the date of this Agreement.

(b) Without limiting the generality of the foregoing, this Agreement is intended to and shall release the Company Entities from any and all claims, whether known or unknown, which Releasors ever had, now have, or may have against the Companies Entities arising out of your employment and/or your separation from that employment, including, but not limited to: (i) any claim under the Age Discrimination in Employment Act, The Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act of 1993, as amended, the Employee Retirement Income Security Act of 1974, as amended, (excluding claims for accrued, vested benefits under any employee benefit or pension plan of the Company Entities, subject to the terms and conditions of such plan and applicable law), the Worker Adjustment and Retraining Notification Act, as amended, (ii) any claim under the New York State Human Rights Law, the New York State Labor Law, New York State Wage and Hour Laws, the New York State Executive Law, the New York City Administrative Code, the New York State Constitution, the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, the New Jersey Family Leave Act, and the New Jersey State Constitution (iii) any claim arising under certain agreements between Employee and the Company dated January 21, 2004 and August 5, 2005, (iv) any other claim arising out of or related to any constitution, statute, civil

or common law or treaty of any confederation of nations, country or political subdivision thereof, including without limitation, the United States of America and the State and City of New York, the State of New Jersey, and all other jurisdictions domestic and foreign, relating to your employment, the terms and conditions of such employment, your separation from such employment, and/or any of the events relating directly or indirectly to or surrounding your separation from employment, including but not limited to breach of contract (express or implied), wrongful discharge, detrimental reliance, defamation, emotional distress or compensatory or punitive damages; and (v) any claim for attorneys' fees, costs, disbursements and/or the like. Nothing in this Agreement shall be a waiver of claims that may arise after the date on which you sign this Agreement.

(c) You acknowledge that you are aware that you may later discover facts in addition to or different from those which you now know or believe to be true with respect to the subject matter of your claims, the Company and/or any of the other Company Entities, but it is your intention to forever fully and finally settle and release any and all matters, disputes, and differences, known or unknown, suspected and unsuspected, which now exist, may later exist or may previously have existed between yourself and any and all of the Company Entities, and that in furtherance of this intention, the releases, waivers and discharges given in this Agreement shall be and remain in effect as full and complete general releases notwithstanding discovery or existence of any such additional or different facts.

(d) Execution of this Agreement by you operates as a complete bar and defense against any and all of your claims against the Company and/or the other Company Entities. If you should hereafter make or bring any claims in any charge, complaint, action, claim or proceeding against the Company and/or any of the Company Entities, this Agreement may be raised as, and shall constitute, a complete bar to any such charge, complaint, action, claim or proceeding and the Company and/or the Company Entities shall be entitled to and shall recover from you all costs incurred, including attorneys' fees to the extent provided by law, in defending against any such charge complaint, action, claim or proceeding, in addition to and without any limitation on any other remedy or relief at law or in equity.

5. (a) You represent and warrant that you have not commenced, maintained, prosecuted or participated in any action, suit, charge, grievance, complaint or proceeding of any kind against Company Entities in any court or before any administrative or investigative body or agency and you agree that you will not do so in the future with respect to any claims and/or causes of action waived in paragraph 4 above. You further acknowledge and agree that by virtue of the foregoing, you have waived all relief available to you (including without limitation, monetary damages, attorneys fees, equitable relief and reinstatement) under any of the claims and/or causes of action waived in paragraph 4 above; provided, however, that nothing contained in this Agreement shall prevent you from enforcing this Agreement.

(b) The Company represents and warrants that it has not commenced, maintained, prosecuted or participated in any action, suit, charge, grievance, complaint or proceeding of any kind against you in any court or before any administrative or investigative body or agency and it will not do so in the future with respect to any claims and/or causes of action waived in paragraph 4 above.

6. You agree not to disparage or encourage or induce others to disparage any of the Company Entities, and the Company agrees not to disparage or encourage others to disparage you. For purposes of the preceding sentence, the term "Company" shall mean, the Chief Executive Officer of the Company and other "covered employees" of the Company within the meaning of Internal Revenue Code Section 162(m)(3). For the purposes of this Agreement, the term "disparage" includes, without limitation, comments or statements to the press and/or media, the financial and investor community, the Company Entities or any individual or entity with whom any of the Company Entities has or has had a business, social or professional relationship, which criticize, demean, malign or comment disparagingly or negatively, as applicable, (a) you or (b) any of the Company Entitles or their integrity, business or ethics and which would adversely affect in any manner (i) the conduct of the business of any of the Company Entities (including, without limitation, any business plans or prospects) or (ii) the business, reputation or image of the Company Entities. You agree not to publish or cause to be published, electronically or otherwise, any story, article, column, comment, book (fiction or non-fiction) about the Company Entities or your association with the Company and not to provide information about the Company and the Company Entities to any person who may contact you about any such story, article, column, comment or book, except that you may make reference to, and briefly describe, your employment at the Company and your responsibilities and accomplishments in a truthful, non-disparaging manner that does not violate your confidentiality obligations as set forth in this Agreement. Your resignation from the Company shall be announced in a notice to employees of the Company and a press release. The Company agrees to consult with you about the contents of the press release as it affects you. Except as in words or substance as set forth in such notice and press release, neither you nor the Company shall make any statements, provide any information or grant any interviews to any press or media representatives, analysts, rating agencies, investor groups and firms, and existing and potential shareholders relating to your employment by the Company or your separation from employment or the Company's business; provided, however, that the Company shall make such statements and disclosures to regulatory authorities concerning your employment, including the severance and other financial arrangements between you and the Company, as may be required in the sole judgment of the Company. You shall direct inquiries to the Company concerning you to Dick Robinson who will respond thereto. Individuals who reported directly to you will be reminded to refer any inquires about your employment to Dick Robinson or the head of Human Resources.

7. You agree that until July 21, 2008, you shall not, without the prior written consent of Scholastic, engage in "Competition" (as defined below) with the Company. For purposes of this Agreement, if you take any of the following actions, you will be engaged in "Competition:" engaging in or carrying on any enterprise, whether as an advisor, principal, partner, officer, director, employee, stockholder, investor, associate or consultant to any person, partnership, corporation, business unit or any other person, business or entity, that is engaged in the children's book publishing or children's book distribution businesses in the United States, Canada, the United Kingdom or Australia. Notwithstanding the foregoing, "Competition" will not include (a) the mere ownership of up to 5% of the securities of any publicly-traded enterprise or (b) participation in management of any enterprise or business operation (including participating in such entity's equity-compensation plans) provided that you are able to demonstrate to the reasonable satisfaction of the Company that (i) such participation is not in connection with, and does not otherwise relate to, any operation of such enterprise in Competition with the Company, (ii) you do not have access to or receive any non-public

financial, business or other information with respect to a business that is in Competition with the Company, and (iii) your performance of services will not result in the disclosure of Confidential Information in violation of paragraph 9 hereof. For purposes of illustration only, your employment by an entity that owns a children's division, in which you are employed in a non-children's division, or as a financial officer for the entity as a whole, is permitted under this paragraph so long as you are not directly or indirectly managing, controlling or directing personnel whose principal responsibility is for the children's division of the entity and you are able to demonstrate that you are in compliance with the other provisions of this paragraph 7. You also agree that until July 21, 2008, you will not solicit or attempt to influence, persuade, induce or assist any other person in so soliciting, influencing, persuading or inducing, (i) any employee of Scholastic (other than clerical employees) to resign from or terminate any employment, consulting, or material or business relationship with the Company, or (ii) any author under contract with the Company or with whom the Company has had discussion about entering into a contract within twelve (12) months prior to the Resignation Date, customer or any business that was in the habit of dealing with the Company, to terminate their business relationship with the Company or enter into a business relationship with any other person.

8. (a) You agree that, consistent with your professional and personal commitments, you will cooperate with the Company and/or the Company Entities and its or their respective counsel in connection with any investigation, administrative proceeding or litigation relating to any matter that occurred during your employment in which you were involved or of which you have knowledge. The Company agrees to provide you with reasonable notice and to reimburse any out of pocket expenses that you may incur in connection with your obligations under this paragraph.

(b) You agree that, in the event you are subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony (in a deposition, court proceeding or otherwise) or to furnish documents, which in any way relates to your employment by the Company and/or the Company Entities, you will give prompt notice of such request to Devereux Chatillon, Senior Vice President, General Counsel (or her successor) at Scholastic Inc., 557 Broadway, New York, NY 10012 and unless required by court or government order will make no disclosure until the Company and/or the Company Entities have had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure. The Company agrees to provide counsel for you at the Company's expense in the event it objects to such subpoena. You retain the right to hire your own counsel at any time at your expense. You will continue to be covered by the Company's policies regarding indemnification of officers and directors with respect to any actions taken by you as Chief Financial Officer and Chief Accounting Officer.

9. (a) You acknowledge that during the course of your employment with the Company and/or any of the Company Entities, you have had access to information, including but not limited to trade secrets, proprietary information, ideas, know-how, marketing plans, pricing policies, new products, distribution policies, licenses, costs, customer lists, marketing plans, projections, business plans, new projects, forecasts, supplier arrangements, works of authorship, publishing lists, ideas, internal discussions and communications, and strategies relating to the Company and/or the Company Entities and their respective business that is not generally known by persons not employed by the Company and/or the Company Entities and that could not easily

be determined or learned by someone outside of the Company and/or the Company Entities ("Confidential Information"). You agree not to disclose or use such Confidential Information at any time in the future, except if such information is then in the public domain other than as the result of your unauthorized disclosure. You agree that you shall not, without the Company's approval, accept employment in, acquire any financial interest in or perform services for or in connection with a business or entity in which your duties would explicitly or inherently require you to reveal, report, use or publish any Confidential Information.

(b) You acknowledge that all Confidential Information made or conceived by you during your employment shall be the property of the Company and you hereby assign all of your rights, title and interest in such Confidential Information to the Company without additional consideration. You further acknowledge that all original works of authorship that have been made by you while employed by the Company are "works made for hire". You hereby waive all moral rights relating to all work developed or produced by you, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use and subsequent modifications.

10. You represent that following the Employment Period, you will return to the Company all property belonging to the Company and/or the Company Entities, including but not limited to laptop, cell phone, blackberry, keys, credit cards, card access to the building and office floors, phone card, rolodex (if provided by the Company and/or the Company Entities), computer user name and password, access codes, disks and/or voicemail code, any document or record containing Confidential Information, reports, customer lists, proprietary information, notes, business plans, memoranda, manuals and records, software, business information in any form and other physical or personal property of the Company in any form. You agree that you will not retain any copies, duplicates, reproductions or excerpts of the foregoing in any media.

11. (a) If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect; however, the remaining provisions shall be enforced to the maximum extent possible. Further, if a court should determine that any portion of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable, including narrowing the geographic scope or duration of such provision. Additionally, you agree that if you materially breach this Agreement which breach is not cured (if curable) within 30 days of written notice of such breach by the Company, the Company Entities may seek all relief available under the law and you shall be responsible for all damages suffered by the Company and the Company Entities. Any such breach that is not cured (if curable) shall have the effect of immediately terminating the Employment Period and you shall thereafter have no right to receive any further payments or benefits under this agreement.

(b) The provisions of paragraphs 3 to 10 and of this Agreement are essential, critical and material terms of this Agreement. If there is a breach or threatened breach of the provisions of such paragraphs, the Company shall be entitled to an injunction restraining you from such breach, without posting a bond. You acknowledge that such breach or threatened breach shall cause irreparable harm to the Company and that money damages shall not provide an adequate remedy to the Company. Nothing contained in this Agreement shall be construed as

prohibiting the Company from pursuing any other remedies at law or equity for such breach or threatened breach,

(c) In addition to the damages and remedies set forth in this paragraph 11, in the event of a material breach of paragraphs 3 to 10 which breach is not cured (if curable) within 30 days of written notice of such breach by the Company, you agree that you will promptly refund to the Company on demand all amounts previously paid to you pursuant to Schedule A as consideration for your promises in paragraphs 3 to 10.

12. (a) This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Jurisdiction to enforce this Agreement shall lie exclusively in the courts of the United States and the Supreme Court of the State of New York located in New York County and having subject matter jurisdiction. The parties hereby consent to the personal jurisdiction of the referenced courts over each party and agree not to assert that any action brought in such jurisdiction has been brought in an inconvenient forum.

(b) Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or constructing this Agreement shall not apply a presumption against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document.

(c) This Agreement is not intended, and shall not be construed, as an admission that any of the Company Entities has violated any federal, state or local law (statutory or decisional), ordinance or regulation, breached any contract or committed any wrong whatsoever against you.

(d) Except to the extent required by law, you agree to keep this Agreement confidential and not to disclose its contents to any persons other than your immediate family and your legal and tax advisors.

13. This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

14. You understand that this Agreement constitutes the complete understanding between the Company and you, and supersedes any and all agreements, understandings, and discussions, whether written or oral, between you and any of the Company Entities. No other promises or agreements shall be binding unless in writing and signed by both the Company and you after the Effective Date of this Agreement. No oral understandings, statements, promises, inducements contrary to the terms of this Agreement exist. You acknowledge that you are not relying on any representations made by the Company or the Company Entities regarding this Agreement or the implications thereof.

15. Pursuant to Section 7(f)(2) of the Age Discrimination in Employment Act of 1967, as amended, the Company hereby advises you that you should consult independent counsel before executing this Agreement, and you acknowledge that you have been so advised. You further acknowledge that you have had an opportunity to consider this Agreement for up to twenty-one (21) days before signing it. You may also revoke this Agreement within seven (7) days after executing it. If you revoke the Agreement, all of the terms and conditions contained

herein will become null and void. It is understood and agreed that the offer contained in this Agreement will automatically expire on the twenty-first day following the date on which this Agreement is received by you, unless the parties are in active negotiations regarding the terms of the Agreement, in which case the deadline is extended until negotiations cease. You may accept this Agreement by signing it and returning it to Peter Watts, Senior Vice President, Human Resources (or his successor) at Scholastic Inc., 557 Broadway, New York, NY 10012.

16. The effective date of this Agreement shall be the 8th day following the date on which you sign the Agreement (the "Effective Date").

17. You acknowledge that you: (a) have carefully read this Agreement in its entirety; (b) are hereby advised by the Company in writing to consult with an attorney of your choice in connection with this Agreement; (c) fully understand the significance of all of the terms and conditions of this Agreement and have discussed them with your independent legal counsel, or have had a reasonable opportunity to do so; (d) have had answered to your satisfaction by your independent legal counsel any questions you have asked with regard to the meaning and significance of any of the provisions of this Agreement; (e) are signing this Agreement voluntarily and of your own free will and agree to abide by all the terms and conditions contained herein after having been advised by your attorney; and (f) this Agreement is not made in connection with exit incentive or other employee termination offered to a group or class of employees.

/s/ Mary A. Winston

Mary A. Winston
Date: January 16, 2007

SCHOLASTIC INC.

By: /s/ Peter Watts
Peter Watts
Senior Vice President, Human Resources
Date: January 16, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 16th day of January 2007, before me personally came Mary A. Winston to me known and known to me to be the person described and who executed the foregoing Agreement, and she duly acknowledged to me that she executed the same.

/s/ Delilah Soto
Notary Public

SCHEDULE A

A payment to you of $599,740 in consideration for the covenants as set forth in paragraph 3 through 10 of this Agreement shall be paid as soon as practicable after (but not in any case more than thirty days after) July 23, 2007 or, if earlier, the termination of the Employment Period.

In addition, a severance payment to you of $574,740 shall be paid as soon as practicable after (but not in any case more than thirty days after) July 23, 2007 or, if earlier, the termination of the Employment Period.

Exhibit 10.3

Amendment No. 4
To The
Scholastic Corporation
1995 Stock Option Plan

Section 8 of the Scholastic Corporation 1995 Stock Option Plan ("Plan") is amended by replacing the fourth paragraph of Section 8(j) thereof in its entirety with the following:

"Upon termination of employment (or consulting agreement) for any reason other than death, Disability, retirement on or after age 55 or involuntary termination, the Stock Option may be exercised for a period of three months thereafter, but only to the extent that such Stock Option has vested (unless otherwise accelerated as provided in Section 8(f)) on the date of such termination and not to exceed the expiration of the term of the Stock Option, if earlier."

Subject to the foregoing, the Plan remains in full force and effect in accordance with the terms thereof.

The foregoing amendment was duly approved by resolution of the Board of Directors of Scholastic Corporation at its meeting held on March 21, 2007.

Exhibit 10.4

Amendment No. 2
To The
Scholastic Corporation
2001 Stock Incentive Plan

Article IX of the Scholastic Corporation 2001 Stock Incentive Plan ("Plan") is amended by replacing Section 9.2(a)(iv) thereof in its entirety with the following:

(iv) *Termination for Cause Or For Any Reason Other Than Death, Disability, Retirement or Involuntary Termination Without Cause.* If a Participant's Termination of Employment or Termination of Consultancy is for Cause, all Stock Options held by such Participant shall thereupon terminate and expire as of the date of such Termination of Employment or Termination of Consultancy. If a Participant's Termination of Employment or Termination of Consultancy is for any reason other than Cause, death, Disability, retirement (as described in clause (ii) above), or other than an involuntary Termination of Employment or Termination of Consultancy without Cause, including, without limitation, a voluntary Termination of Employment or Termination of Consultancy, all Stock Options held by such Participant may be exercised, to the extent exercisable at Termination of Employment or Termination of Consultancy, by the Participant at any time within a period of 90 days from the date of such Termination of Employment or Termination of Consultancy, but in no event beyond the expiration of the stated term of such Stock Options.

Subject to the foregoing, the Plan remains in full force and effect in accordance with the terms thereof.

The foregoing amendment was duly approved by resolution of the Human Resources and Compensation Committee of the Board of Directors of Scholastic Corporation at its meeting held on March 20, 2007.

Exhibit 10.5

Amendment No.3
To The
Scholastic Corporation
2004 Class A Stock Incentive Plan

Article VII of the Scholastic Corporation 2004 Class A Stock Incentive Plan ("Plan") is amended by replacing Section 7.2(a) (iv) thereof in its entirety with the following:

(iv) *Termination for Cause Or For Any Reason Other Than Death, Disability, Retirement or Involuntary Termination Without Cause.* If an Eligible Employee's Termination of Employment is for Cause, all Stock Options held by such Eligible Employee shall thereupon terminate and expire as of the date of such Termination of Employment. If an Eligible Employee's Termination of Employment is for any reason other than Cause or other than by reason of death, Disability, retirement (as described in clause (ii) above), or other than an involuntary Termination of Employment, including without limitation, a voluntary Termination of Employment, all Stock Options held by such Eligible Employee may be exercised, to the extent exercisable at Termination of Employment or, by the Eligible Employee at any time within a period of 90 days from the date of such Termination of Employment or, but in no event beyond the expiration of the stated term of such Stock Options.

Subject to the foregoing, the Plan remains in full force and effect in accordance with the terms thereof.

The foregoing amendment was duly approved by resolution of the Human Resources and Compensation Committee of the Board of Directors of Scholastic Corporation at its meeting held on March 20 2007.

Exhibit 31.1

I, Richard Robinson, the principal executive officer of Scholastic Corporation, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Scholastic Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 30, 2007

/s/ Richard Robinson
Richard Robinson
Chairman of the Board,
President and Chief Executive Officer

Exhibit 31.2

I, Maureen O'Connell, the principal financial officer of Scholastic Corporation, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Scholastic Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 30, 2007

/s/ Maureen O'Connell
Maureen O'Connell
Executive Vice President
and Chief Financial Officer

Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
with Respect to the Quarterly Report on Form 10-Q
for the Quarter ended February 28, 2007
of Scholastic Corporation

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of Scholastic Corporation, a Delaware corporation (the "Company"), does hereby certify, to the best of such officer's knowledge, that:

1. The Company's Quarterly Report on Form 10-Q for the quarter ended February 28, 2007 (the "Form10-Q") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. Information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 30, 2007

/s/ Richard Robinson
Richard Robinson
Chief Executive Officer

Dated: March 30, 2007

/s/ Maureen O'Connell
Maureen O'Connell
Chief Financial Officer

The certification set forth above is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and is not being filed as part of the Form 10-Q or as a separate disclosure document of the Company or the certifying officers.