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

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**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

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**SCHOLASTIC CORPORATION**  
(Name of Issuer)

**Common Stock, Par Value \$0.01 Per Share**  
(Title of Class of Securities)

**807066105**  
(CUSIP Number)

**Baker & McKenzie LLP**  
452 Fifth Avenue  
New York, NY 10018  
Att: Thomas J. Rice  
(212) 626-4100

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**July 6, 2021**  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Estate of M. Richard Robinson, Jr.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  Not applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  2,937,775 <sup>1, 2</sup>
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  2,937,775 <sup>1, 2</sup>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  2,937,775 <sup>1, 2</sup>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.43% <sup>1, 2</sup>	
14	TYPE OF REPORTING PERSON  OO	

1 Preliminary Letters Testamentary appointing Ms. Iole Lucchese as an executor of the Estate of M. Richard Robinson, Jr. (the "Estate") were issued by the Surrogate's Court of the State of New York for New York County on July 1, 2021, notification of which issuance was received by Ms. Lucchese on July 6, 2021. The shares held directly by the Estate reflected herein are also included in the shares Ms. Lucchese beneficially owns as reported on this Schedule 13D.

2 Based upon a total of 32,718,240 shares of Common Stock outstanding on June 30, 2021, as provided by Issuer, plus 890,904 Scholastic Corporation shares of Class A ("Class A Shares") outstanding that are immediately convertible into Common Shares, plus options to purchase 1,220,690 Common Shares held by the Estate, plus 3,381 vested management stock purchase plan restricted stock units held in the Estate.

1	NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Iole Lucchese <sup>1</sup>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  Not applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  3,075,727 <sup>1, 2</sup>
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  3,075,727 <sup>1,2</sup>
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  3,075,727 <sup>1,2</sup>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.8% <sup>1,2</sup>	
14	TYPE OF REPORTING PERSON  IN	

<sup>1</sup> Preliminary Letters Testamentary appointing Ms. Iole Lucchese as an executor of the Estate of M. Richard Robinson, Jr. (the "Estate") were issued by the Surrogate's Court of the State of New York for New York County on July 1, 2021, notification of which issuance was received by Ms. Lucchese on July 6, 2021. The shares held directly by the Estate reflected herein are also included in the shares Ms. Lucchese beneficially owns as reported on this Schedule 13D.

<sup>2</sup> Based upon a total of 32,718,240 shares of Common Stock outstanding on June 30, 2021, as provided by Issuer, plus 890,904 Scholastic Corporation shares of Class A ("Class A Shares") outstanding that are immediately convertible into Common Shares, plus options to purchase 1,220,690 Common Shares held by the Estate, plus 3,381 vested management stock purchase plan restricted stock units held in the Estate, plus options to purchase 106,719 shares of Common Stock held by Ms. Lucchese individually.

**Item 1. Security and Issuer.**

This statement of beneficial ownership on Schedule 13D (the "Schedule 13D"), relates to the common stock, par value \$0.01 per share (the "Common Shares"), of Scholastic Corporation, a Delaware corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 557 Broadway, New York, NY 10012. The Issuer's Common Shares are traded on the Nasdaq Stock Exchange under the stock symbol "SCHL".

**Item 2. Identity and Background.**

This Schedule 13D is being filed jointly by (i) the Estate of M. Richard Robinson, Jr. (the "Estate") and (ii) Iole Lucchese (together, the "Reporting Persons").

The address for Ms. Lucchese is c/o Scholastic Corporation, 557 Broadway, New York, NY 10012. The address for the Estate is c/o Scholastic Corporation, 557 Broadway, New York, NY 10012, Attn: Andrew S. Hedden.

Ms. Lucchese is presently Executive Vice President and Chief Strategy Officer of the Issuer and President of Scholastic Entertainment Inc. She has been employed by the Issuer in various senior management capacities for in excess of five (5) years.

Neither of the Reporting Persons has during the last five years (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws. The Estate is being administered under the laws of the State of New York. Ms. Lucchese is a citizen of Canada.

**Item 3. Source and Amount of Funds or Other Consideration.**

Not applicable.

**Item 4. Purpose of Transaction**

The Reporting Persons are filing this statement on Schedule 13D to report their acquisition, through operation of law, of beneficial ownership of more than 5% of the outstanding shares of Common Stock ("Common Shares") of the Issuer, following the passing of M. Richard Robinson, Jr., the former Chairman, President and Chief Executive Officer of the Issuer, and the appointment of Ms. Lucchese as an executor of his Estate.

Other than as described in this Item 4, or otherwise in this Statement, Ms. Lucchese (individually and in her capacity as an executor of the Estate) currently has no plans or proposals which relate to or would result in any of the matters set forth in subparagraphs (a)-(j) of Item 4 of Form Schedule 13D. In the foregoing capacities, Ms. Lucchese reserves the right, in light of her future evaluation of the Issuer's financial condition, business, operations and prospects, the market price of the Common Shares, conditions in the securities markets generally, general economic and industry conditions and other relevant factors, to change her plans and intentions at any time, as she deems appropriate.

As a senior executive officer of the Issuer, Ms. Lucchese participates in deliberations of the Issuer's senior management in the normal course of the Issuer's business that could involve any of the matters set forth in subparagraphs (a)-(j) of the instructions to Item 4 from time to time, and, in keeping with her fiduciary duty as an officer, may make proposals or recommendations to the Issuer's board of directors that could involve such matters from time to time.

In addition, as a member of the Issuer's senior management, Ms. Lucchese participates in Issuer compensatory plans, including plans pursuant to which awards of equity securities are made (including to Ms. Lucchese), in the ordinary course of business, generally on an annual basis.

**Item 5. Interest in Securities of the Issuer.**

(a) Incorporated herein by reference is the information from Items 11 and 13 of the cover page of the applicable Reporting Person. The beneficial ownership of both of the Reporting Persons together is 3,075,727 shares of Common Stock, or 8.8% of the shares of Common Stock issued and outstanding, assuming the conversion of all of the Class A Shares held in the Estate and the exercise by the Estate and Ms. Lucchese of all currently exercisable options to acquire Common Shares.

(b) The Estate directly owns an aggregate of 2,937,775 of the Issuer's Common Shares (approximately 8.43% of the total), a total that includes: (i) 890,904 Class A Shares that are immediately convertible to Common Shares on a one for one basis, (ii) immediately exercisable options over 1,220,690 Common Shares, and (iii) 3,361 vested management stock purchase plan restricted stock units.

Ms. Lucchese beneficially owns an aggregate of 3,075,727 of the Issuer's Common Shares (approximately 8.8 % of the total), a total that includes: (i) 890,904 Class A Shares in the Estate that are immediately convertible to Common Shares on a one for one basis, (ii) immediately exercisable options over 1,220,690 Common Shares in the Estate, (iii) 3,361 vested management stock purchase plan restricted stock units in the Estate, (iv) 31,233 Common Shares held directly by Ms. Lucchese and (v) immediately exercisable options over 106,719 Common Shares held directly by Ms. Lucchese. Ms. Lucchese has sole voting control and dispositive power over all of the foregoing Common Shares and Common Share equivalents.

The Issuer's charter provides that, except as otherwise provided by Delaware law, the voting rights of the Common Shares are limited to the election of 1/5 of the members of the Issuer's board of directors. The holders of the Class A Shares have all other voting rights, including the right to elect all remaining members of the Issuer's board of directors. The 890,904 Class A Shares held in the Estate over which Ms. Lucchese has sole voting and dispositive power constitute a majority of the Class A Shares outstanding. Consequently, Ms. Lucchese has the power to elect all of members of the Issuer's board of directors other than the 1/5 of the Board membership that is reserved for election by the holders of the Common Shares.

(c) Other than the acquisition by operation of law described elsewhere in this Statement, there have been no transactions in shares of Common Stock by the Reporting Persons within 60 days of the filing date of this Schedule 13D.

(d) Except for the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities set forth above.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Pursuant to an agreement dated July 23, 1990 between the Maurice R. Robinson Trust and M. Richard Robinson, Jr. (the "Buy Sell Agreement"), the Maurice R. Robinson Trust has agreed that if it receives an offer from any person to purchase any or all of the shares of Class A Stock owned by the Maurice R. Robinson Trust and it desires to accept such offer, Richard Robinson, including his executors, heirs and personal representatives as the case may be, ("Robinson") will have the right of first refusal to purchase all, but not less than all, of the shares of Class A Stock that such person has offered to purchase for the same price and on the same terms and conditions offered by such person. In the event Robinson does not elect to exercise such option, the Maurice R. Robinson Trust shall be free to sell such shares of Class A Stock in accordance with the offer it has received. In addition, if Robinson receives an offer from any person to purchase any or all of his shares of Class A Stock and the result of that sale would be to transfer to any person other than Robinson or his heirs voting power sufficient to enable such other person to elect the majority of the Board, either alone or in concert with any person other than Robinson, his heirs or the Maurice R. Robinson Trust (a "Control Offer"), and Robinson desires to accept the Control Offer, the Maurice R. Robinson Trust will have the option to sell any or all of its shares of Class A Stock to the person making the Control Offer at the price and on the terms and conditions set forth in the Control Offer. If the Maurice R. Robinson Trust does not exercise its option, Robinson will be free to accept the Control Offer and to sell Robinson's shares of Class A Stock in accordance with the terms of the Control Offer. If the Maurice R. Robinson Trust exercises its option, Robinson cannot accept the Control Offer unless the person making the Control Offer purchases the shares of Class A Stock that the Maurice R. Robinson Trust has elected to sell.

**Item 7. Material to be Filed as Exhibits.**

The document filed as an exhibit in the Schedule 13D is hereby incorporated by reference herein.

<u>Exhibit No.</u>	<u>Description</u>
1.	Agreement dated the 23rd of July, 1990 between the Trust under the Will of Maurice R. Robinson, by its Trustees and M. Richard Robinson, Jr.

SIGNATURE

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: July 16, 2021

/s/ Iole Lucchese  
ESTATE OF M. RICHARD ROBINSON, JR.  
Name: Iole Lucchese  
Title: Executor

/s/ Iole Lucchese  
IOLE LUCCHESI

[Signature page to Schedule 13D]

This Agreement dated the 23rd day of July, 1990 between the Trust under the Will of Maurice R. Robinson (“Trust”), by its Trustees, and M. Richard Robinson, Jr. (“Robinson”).

### Preliminary Statement

The Trust, which owns 92,660 shares of Class A Stock, par value \$.25 per share (“Class A Stock”), of SI Holdings Inc., a Delaware corporation (the “Company”), along with other owners of Class A Stock, has agreed to convert certain Class A Stock into Common Stock, par value \$.25 per share (the “Common Stock”), of the Company to facilitate a plan whereby Robinson will obtain sufficient Class A Stock to control the Company, as well as in contemplation of, and to facilitate, a public offering of Common Stock which will facilitate the liquidation by the Trust of certain of the shares of Common Stock to be received upon conversion in order to pay certain outstanding indebtedness of the Trust. The Trustees believe a public offering is in the best interests of the Trust because, among other things, a public market for the Common Stock will enhance the liquidity of the remaining assets owned by the Trust. Following this conversion, the Trust will still own 23,165 shares of Class A Stock. Robinson and the Trustees have agreed to provide the Trust with certain rights to participate in any sale by Robinson of control of the Company, and the Trustees and Robinson have agreed to give Robinson the right of first refusal to buy the Class A Stock owned by the Trust should the Trustees decide to sell any such shares.

**NOW, THEREFORE**, in consideration of the premises and mutual agreements contained in this Agreement, it is hereby agreed as follows:

#### SECTION 1: Right of First Refusal

##### 1.1 Receipt of a Good Faith Offer

If the Trust receives an offer from an individual, corporation, trust, partnership or any other form of entity or organization (a “Person”) other than Robinson (an “Offeror”) to purchase any or all its Class A Stock, or any right, privilege or interest pertaining thereto, and the Trust desires to sell any or all of its Class A Stock (or any interest therein) to such Offeror, the Trust shall promptly provide a written copy of the offer signed by the Offeror (the “Good Faith Offer”) to Robinson and advise him in writing of its intention to sell its Class A Stock to the Offeror on the terms set forth in the Good Faith Offer (the “Offer Notice”).

##### 1.2 Option to Robinson

Robinson shall have the option (the “Option”) to purchase all but not less than all of the Class A Stock that is the subject of the Good Faith Offer for the same price and on the same terms as set forth in the Good Faith Offer. The Option shall be exercisable for a period of forty-five (45) days of the date of receipt by Robinson of the Offer Notice (the “Option Period”). The Option is granted solely for the personal benefit of Robinson (including his executors, heirs and personal representatives as provided for in Section 3.1 hereof) and shall not inure to any Person to whom Robinson sells or otherwise transfers any of his Class A Stock (other than his executors, heirs and personal representatives in such capacities).

##### 1.3 Exercise of Option: Payment for the Class A Stock subject to the Option

In the event that Robinson elects to exercise the Option, he shall send written notice to the Trust which must be received by the Trust prior to the end of the Option Period. Such notice shall set forth the date on which Robinson shall purchase the Class A Stock subject to the Option, which date shall not be more than thirty (30) days after the expiration of the Option Period. The purchase price and payment terms for the Class A Stock subject to the exercised Option shall be the same as stated in the Good Faith Offer. However, if the Good Faith Offer provides for



consideration in the form of (1) securities traded on a national securities exchange or a recognized over-the-counter market, or (2) other property owned by the Offeror, the purchase price to be paid by Robinson shall be the fair market value of such securities or other property offered by the Offeror determined by appraisal or other reasonable method.

#### 1.4 Failure to Exercise Option

If Robinson does not elect to exercise the Option or fails to consummate the purchase of Class A Stock pursuant to the exercise of the Option within the applicable time periods, the Trust shall be free to accept the Good Faith Offer and to consummate the sale of the Class A Stock to the Offeror in accordance with the terms thereof. Any Offeror who becomes an owner of the Class A Stock pursuant to this subparagraph shall not be bound by the restrictions of this Agreement nor shall such Offeror have the benefits of Section 2 hereof. In the event that Robinson does not elect to exercise his Option and if the Trust does not consummate the sale of Class A Stock in accordance with the terms and provisions of the Good Faith Offer within sixty (60) days after the expiration of the Option Period, no sale, transfer or exchange to the Offeror shall be made by the Trust without the re-submission of the Good Faith Offer to Robinson in accordance with the provisions of this Section 1 hereof and the rights of Robinson shall be reinstated with respect to any Good Faith Offer the Trust may receive from any other Person.

### SECTION 2: Right of Trust to Participate in the Sale of Control

#### 2.1 Receipt of Control Offer

If at any time, or from time to time, Robinson receives an offer from any Person to purchase any or all of his Class A Stock and the result of that sale would be to transfer to any Person other than Robinson, or his heirs, voting power in the Company which would be sufficient to enable such Person to elect a majority of the board of directors of the Company, either alone or in concert with any other Person or Persons (other than the Trust or Robinson) which Persons would constitute a "group" requiring the filing of a Schedule 13D with the Securities and Exchange Commission pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Securities Act"), if the Class A Stock were registered pursuant to Section 12 of the Securities Act (a "Control Offer"), and Robinson desires to accept such Control Offer, Robinson shall promptly provide an executed written copy of the Control Offer to the Trust and advise the Trust in writing of his intention to sell his Class A Stock to the Person making the Control Offer on the terms set forth in the Control Offer (the "Control Offer Notice").

#### 2.2 Control Option to Trust

The Trust shall have the option (the "Control Option") to sell any or all of its Class A Stock to the Person making the Control Offer (or, if Robinson so elects, to Robinson) on the terms set forth in the Control Offer before Robinson may sell any of his Class A Stock in the Control Offer. The Control Option shall be exercisable for a period of forty-five (45) days of the date of receipt by the Trust of the Control Offer Notice (the "Control Option Period"). The Control Option is granted solely to the Trust and shall not inure to the benefit of any Person to whom the Trust sells or otherwise transfers any of its Class A Stock.

#### 2.3 Exercise of Control Option

In the event that the Trust elects to exercise its Control Option, it shall cause written notice to be sent to Robinson which must be received by Robinson prior to the expiration of the Control Option Period. In the event that the Person making the Control Offer fails to or refuses to purchase any of the Class A Stock owned by the Trust (or Robinson fails to purchase such Class A stock) on the terms set forth in the Control Offer, Robinson shall reject the Control Offer and shall not sell any of his Class A Stock to such Person pursuant to the Control Offer. In the event that Robinson purchases Class A Stock owned by the Trust (as set forth in Section 2.2 above) and the Person making the Control Offer and Robinson fail to consummate the transaction contemplated by the Control Offer within sixty (60) days after the end of the Control Option Period, the Trust shall have the right to cause Robinson to return to the Trust the Class A Stock purchased from it and the Trust shall return to Robinson the consideration it received from Robinson.

#### 2.4 Failure to Exercise Control Option

If the Trust does not elect to exercise the Control Option within the applicable time period, Robinson shall be free to accept the Control Offer, and to consummate the sale of the Class A Stock in accordance with the terms of the Control Offer. Any Person who becomes an owner of the Class A Stock pursuant to this Section shall not be bound by the restrictions of this Agreement nor shall such Person have the benefits of Section 1 hereof. In the event that the Trust does not elect to exercise its Control Option and Robinson does not consummate the sale of Class A Stock in accordance with the terms of the Control Offer within sixty (60) days after the end of the Control Option Period, no sale, transfer or exchange to the Person making the Control Offer shall be made by Robinson without the re-submission of the Control Offer to the Trust in accordance with the provisions of this Section 2 and the right of the Trust shall be reinstated with respect to any Control Offer made by any other Person.

### SECTION 3: Miscellaneous Provisions

#### 3.1 Meaning of Robinson

For all purposes of this Agreement, Robinson shall mean and include M. Richard Robinson, Jr., and his executors, heirs and personal representatives, as the case may be, in the event Robinson is deceased, or a committee or like body has been judicially established to act for Robinson.

#### 3.2 Restrictive Legend

Each of the Trust and Robinson shall cause each certificate representing Class A Stock held by each of them to bear the following legend:

The sale or other transfer of the shares represented by this certificate is subject to compliance with applicable securities laws and regulations and certain restrictions and rights contained in a certain Agreement dated \_\_\_\_\_, 1990 by and between the Trustees of the Trust under the Will of Maurice R. Robinson and M. Richard Robinson, Jr., a copy of which is on file with the Secretary of the Company.

#### 3.3 Authority

- (a) The Trust represents and warrants to Robinson that it has full legal power and authority to execute, deliver and perform this Agreement, and that this Agreement constitutes the valid and legally binding obligation of the Trust in accordance with its terms.
- (b) Robinson represents and warrants to the Trust that he has the capacity and legal right to execute, deliver and perform this Agreement, and that this Agreement constitutes the valid and legally binding obligation of Robinson in accordance with its terms.

#### 3.4 Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflict of laws rules.

#### 3.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

THE TRUST UNDER THE WILL OF  
MAURICE R. ROBINSON

By: \s\ Mary Sue Robinson Morrill  
Mary Sue Robinson Morrill  
Trustee

By: \s\ Barbara Robinson Buckland  
Barbara Robinson Buckland  
Trustee

By: \s\ M. Richard Robinson, Jr.  
M. Richard Robinson, Jr.  
Trustee

By: \s\ William W. Robinson  
William W. Robinson  
Trustee

By: \s\ M. Richard Robinson, Jr.  
M. RICHARD ROBINSON, JR.