Docket #0839 Date Filed: 4/19/2013

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Re: Docket Nos. 599, 600 & 601

NOTICE OF FILING OF REVISED PROPOSED ORDER APPROVING DISCLOSURE STATEMENT AND SOLICITATION AND RELATED PROCEDURES

PLEASE TAKE NOTICE that, on March 19, 2013, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), filed the *Debtors' Joint Plan Under Chapter 11 of the Bankruptcy Code* [Docket No. 599] (the "Plan") and the *Disclosure Statement for the Debtors' Joint Plan Under Chapter 11 of the Bankruptcy Code* [Docket No. 600] (the "Disclosure Statement").

PLEASE TAKE FURTHER NOTICE that, on March 19, 2013, the Debtors filed the *Motion of the Debtors for Order: (A) Approving Disclosure Statement; (B) Fixing Voting Record Date; (C) Approving Solicitation Materials and Procedures for Distribution Thereof; (D) Approving Forms of Ballots and Establishing Procedures for Voting on Plan and Tabulating Votes; (E) Scheduling Hearing and Approving Notice Procedures for Filing Objections to (I) Confirmation of the Plan, and (II) Proposed Cure Amounts Related to Contracts and Leases Assumed Under the Plan; and (F) Granting Related Relief* [Docket No.

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

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601] (the "Disclosure Statement Motion"). A proposed form of order approving the Disclosure Statement Motion was attached thereto as an exhibit (the "Original Proposed Order").

PLEASE TAKE FURTHER NOTICE that, on April 19, 2013, the Debtors filed the *Notice of Filing of Blackline Versions of Plan and Disclosure Statement* [Docket No. 838] which reflected the current versions of the Plan and Disclosure Statement. The Debtors and their key creditor constituencies are still negotiating these documents and anticipate that further revisions will be made prior to the hearing on April 22, 2013 at 10:00 a.m.

PLEASE TAKE FURTHER NOTICE that, attached hereto as Exhibit 1 is a revised proposed order granting the relief requested in the Disclosure Statement Motion (the "Revised Proposed Order"). For the convenience of the Court and parties-in-interest, attached hereto as Exhibit 2 is a blackline reflecting all changes made to the Original Proposed Order, including all exhibits thereto.

PLEASE TAKE FURTHER NOTICE that, for the convenience of the Court and parties-in-interest, attached hereto as Exhibit 3 is a chart outlining the revised dates and deadlines set forth in the Revised Proposed Order.

Dated: April 19, 2013
Wilmington, Delaware

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EXHIBIT 1

Revised Proposed Order

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Re: Docket Nos. ___

ORDER: (A) APPROVING DISCLOSURE STATEMENT; (B) FIXING VOTING RECORD DATE; (C) APPROVING SOLICITATION MATERIALS AND PROCEDURES FOR DISTRIBUTION THEREOF; (D) APPROVING FORMS OF BALLOTS AND ESTABLISHING PROCEDURES FOR VOTING ON PLAN TABULATING VOTES; (E) SCHEDULING HEARING AND APPROVING NOTICE AND PROCEDURES FOR FILING OBJECTIONS TO (I) CONFIRMATION OF THE PLAN, AND (II) PROPOSED CURE AMOUNTS RELATED TO CONTRACTS AND LEASES ASSUMED UNDER THE PLAN; AND (F) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of School Specialty, Inc. and its affiliated debtors and debtors-in-possession in the above-captioned cases (each a "Debtor," and collectively, the "Debtors") for entry of an order, pursuant to sections 105, 502, 1125, 1126 and 1128 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 3001, 3003, 3017, 3018, 3020 and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 3017-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"): (a) approving the *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of*

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the Plan, as applicable.

the Plan (as the same may be amended, modified, and/or supplemented, the "Disclosure Statement"); (b) fixing a voting record date for purposes of determining which holders of Claims against the Debtors are entitled to vote on the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan"); (c) approving solicitation materials and procedures for distribution of the Disclosure Statement and the Plan; (d) approving forms of Ballots and establishing procedures for voting on the Plan and tabulating votes with respect thereto; (e) scheduling a hearing and approving notice and procedures with respect to objecting to confirmation of the Plan and the proposed Cure Amounts with respect to the Assumed Contracts and Leases; and (f) granting related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having filed with the Court the Disclosure Statement and the Plan; and the Court having reviewed the Disclosure Statement, the Motion, and the responses thereto, if any; and the Court having found and determined that the legal and factual bases set forth in the Motion and at the hearing to consider same (the "Disclosure Statement Hearing") establish just cause for the relief granted herein; and sufficient notice of the Motion and the Disclosure Statement Hearing having been given; and no other or further notice being necessary or required; and it appearing to the Court, based upon the full record of these cases, that the Motion should be granted; and after due deliberation, and sufficient cause appearing therefor,

IT IS HEREBY FOUND THAT:

A. The Debtors have the full organizational authority to propose and prosecute the Plan and Disclosure Statement.

B. Notice of the Motion and the Disclosure Statement Hearing Notice were served as proposed in the Motion, and such notice constitutes good and sufficient notice to all interested parties and no other or further notice need be provided.

C. The period, set forth below, during which the Debtors may solicit acceptances to the Plan is a reasonable and adequate period of time under the circumstances for creditors entitled to vote to make an informed decision to accept or reject the Plan.

D. The procedures for the solicitation and tabulation of votes to accept or reject the Plan (as more fully set forth in the Motion and in this Order below) provide for a fair and equitable voting process, and are consistent with section 1126 of the Bankruptcy Code.

E. The notice substantially in the form annexed hereto as Exhibit 1 (the "Confirmation Hearing Notice"), the notice substantially in the form annexed hereto as Exhibit 3 (the "Non-Voting Creditor Notice"), the notice substantially in the form annexed hereto as Exhibit 4 (the "Publication Notice"), the notice substantially in the form annexed hereto as Exhibit 5 (the "Cure Notice"), and the procedures set forth below for providing such notices to creditors and equity security holders of the time, date, and place of the hearing to consider confirmation of the Plan (the "Confirmation Hearing"), and the contents of the Confirmation Hearing Notice and the Non-Voting Creditor Notice, comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties, and to the extent any such notice periods have been shortened by the deadlines approved pursuant to this Order, the Debtors have established sufficient cause therefore as required by Bankruptcy Rule 9006(c).

F. The forms of Ballots annexed hereto as Exhibits 2-A, 2-B, and 2-C are sufficiently consistent with Official Form No. 14, adequately address the particular needs of these Chapter 11 Cases, and are appropriate for each Class of Claims that is entitled to vote to accept or reject the Plan.

NOW THEREFOR, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:**

1. The Motion is GRANTED as set forth herein.

2. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

3. April 22, 2013 is established as the record date (the "Record Date") for purposes of this Order and determining which creditors are entitled to vote on the Plan.

4. The Confirmation Hearing Notice, substantially in the form attached hereto as Exhibit 1, is approved.

5. The Confirmation Hearing shall be held at 10:00 a.m. (prevailing Eastern Time) on May 13, 2013; provided, however, that the Confirmation Hearing may be adjourned from time to time by the Court or the Debtors without further notice at any time prior to the commencement of the Confirmation Hearing.

6. Objections to confirmation of the Plan, if any, shall (a) be in writing; (b) state the name and address of the objecting party; (c) state the amount and nature of the Claim or Equity Interest of such party; (d) state with particularity the basis and nature of any objection to the Plan; and (e) be filed, together with proof of service, with the Court and served so that they are received by the parties identified in the Confirmation Hearing Notice or the Non-Voting Creditor Notice no later than 4:00 p.m. (prevailing Eastern Time), on May 9, 2013 (the

"Confirmation Objection Deadline"). Objections to confirmation of the Plan not timely filed and served in the manner set forth above may not be considered by the Court and may be overruled. The Debtors and any parties supporting confirmation of the Plan may file replies to objections, if any, to confirmation of the Plan at any time prior to the commencement of the Confirmation Hearing.

7. The following Cure Procedures are approved for establishing the Cure Amounts for the executory contracts and leases to be assumed pursuant to the Plan:

(a) the Debtors shall cause the *Notice of (I) Possible Assumption of Contracts and Leases, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto* (the "Cure Notice"), in a form substantially similar to the form annexed hereto as Exhibit 5, to be served on the non-debtor parties to all executory contracts and unexpired leases to be assumed as part of the Plan (the "Assumed Contracts and Leases") by April 26, 2013. Among other things, the Cure Notice shall set forth the amount that the Debtors believe must be paid in order to cure all monetary defaults under each of the Assumed Contracts and Leases;

(b) the non-debtor parties to the Assumed Contracts and Leases shall have until May 9, 2013 (the "Cure Objection Deadline"), which deadline may be extended in the sole discretion of the Debtors, to object (each, a "Cure Objection") to the (i) Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (ii) proposed assumption of the Assumed Contracts and Leases under the Plan; provided, however, that if the Debtors amend the Cure Notice or any related pleading that lists the Assumed Contracts and Leases to add a contract or lease or to reduce the cure amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-debtor party thereto shall have at least seven calendar days after service of such amendment to object thereto or to propose an alternative cure amount(s);

(c) If a Cure Objection is timely filed and the parties are unable to settle such Cure Objection, the Court shall determine the amount of any disputed Cure Amount(s) or objection to assumption at a hearing to be held at the time of the Confirmation Hearing or such other hearing date to which the parties may mutually agree or as ordered by the Court. The Debtors may, in their sole discretion, extend the Cure Objection Deadline without further notice, but are not obligated to do so; and

(d) in the event that no Cure Objection is timely filed with respect to an Assumed Contract or Lease, the counterparty to such Assumed Contract or Lease shall be deemed to have consented to the assumption of the Assumed Contract or Lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Cure Objection is filed with respect to an Assumed Contract or Lease, upon the Effective Date of the Plan, the Reorganized Debtors and the counterparty to such Assumed Contract or Lease shall enjoy all of the rights and benefits under the Assumed Contract or Lease without the necessity of obtaining any party's written consent to the Debtors' assumption of the Assumed Contract or Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition or otherwise restrict the Debtors' assumption of the Assumed Contract or Lease.

8. Counterparties to the Assumed Contracts or Leases shall assert objections, if any, to the Debtors' ability to provide adequate assurance of future performance under such Assumed Contract or Lease (an "Adequate Assurance Objection"), on or before May 9, 2013 at 4:00 p.m. (prevailing Eastern Time), and such Adequate Assurance Objections, if any, shall (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the Court; and (d) be served upon the notice parties set forth in the Cure Notice.

9. The inclusion of a Contract or Lease in the Cure Notice is without prejudice to the Debtors' right to modify their election to assume or to reject such Contract or Lease prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) approving the assumption of any such Assumed Contract or Lease, and inclusion in the Cure Notice is not a final determination that any Contract or Lease shall, in fact, be assumed.

10. In addition to the parties receiving the Solicitation Packages and the Non-Voting Creditor Notices, the Debtors shall cause to be served, on a rolling basis, on or before the

Solicitation Completion Date (April 26, 2013), the Confirmation Hearing Notice on the Notice Parties.[3]

11. The Debtors shall publish the Publication Notice, the form of which as annexed hereto as Exhibit 4, is hereby approved, on or before April 30, 2013 in the national edition of one of the Wall Street Journal, the New York Times, or USA Today. Additionally, the Debtors shall post the Confirmation Hearing Notice electronically on their case-dedicated website at http://www.kccllc.net/SchoolSpecialty.

12. With respect to holders of Claims in Class 5A entitled to vote on the Plan, on a rolling basis, the Debtors shall mail or cause to be mailed to such holders of Claims on or before April 26, 2013 (the "Solicitation Completion Date"), a solicitation package (the "Solicitation Package"), containing: (i) the Confirmation Hearing Notice, which shall set forth (a) this Court's approval of the Disclosure Statement, (b) the Voting Deadline with respect to the Plan, (c) the date and time of the Confirmation Hearing, and (d) the deadline and procedures for filing objections to confirmation of the Plan; (ii) a CD containing a copy of this Order (without exhibits) and a copy of the Disclosure Statement (together with the Plan and other exhibits annexed thereto); and (iii) the appropriate Ballot to accept or reject the Plan and a postage prepaid, self-addressed, return envelope.

13. With respect to holders of Claims in Class 5B, the Claims Agent shall serve the contents of the Solicitation Packages on the appropriate Nominees via overnight mail. The Nominees shall then distribute Solicitation Packages to Individual Claimants via overnight

[3] The Notice Parties include all known creditors of the Debtors, including, without limitation, (a) the U.S. Trustee; (b) counsel to the agents for the Debtors' prepetition secured lenders; (c) the Securities and Exchange Commission; (d) the United States Attorney's Office for the District of Delaware; (e) the Department of Justice; (f) the Internal Revenue Service (including the Delaware and Washington, D.C. offices); (g) the relevant federal, state and local taxing authorities at their statutory addresses; (h) the relevant state and local environmental agencies; and (i) parties who have filed a request for service in these cases in accordance with Bankruptcy Rule 2002 as of the day prior to service.

mail and will supply return overnight mail envelopes for the return of the Individual Ballots to the Nominees. The Claims Agent shall also serve the contents of the Solicitation Packages on the Nominees with respect to holders of Claims in Class 5B via electronic mail within two business days of entry of this Order.

14. The Solicitation Packages and the proposed manner of service thereof satisfy the requirements of Bankruptcy Rule 3017(d) under the circumstances.

15. Pursuant to Bankruptcy Rule 3017(d), the Debtors are not required to transmit a Solicitation Package to the Non-Voting Parties. The Debtors shall mail, or cause to be mailed, a Non-Voting Creditor Notice to each Non-Voting Party on or before the Solicitation Completion Date.

16. The Debtors shall cause to be served on or before the Solicitation Completion Date, the Solicitation Packages, Confirmation Hearing Notices, and Non-Voting Creditor Notices, as described in paragraphs 12 and 13 above, as applicable, to:

(a) all persons or entities identified on the Debtors' schedules of assets of liabilities filed pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007 (as amended or modified prior to the Record Date, the "Schedules"), excluding scheduled Claims that have been (i) superseded by a filed proof of claim prior to the Record Date, (ii) disallowed or expunged, or (iii) paid in full, shall receive the following:

(i) if they are entitled to vote to accept or reject the Plan, a Solicitation Package and a Confirmation Hearing Notice, or

(ii) if they are not entitled to vote to accept or reject the Plan, a Non-Voting Creditor Notice;

(b) all Nominees (as defined below) of Claims in Class 5B (Noteholder Unsecured Claims), for subsequent distribution to beneficial owners of such Claims;

(c) all parties who filed proofs of claim, as reflected on the official claims register maintained by the Claims Agent on the Record Date, and whose

Claims have not been disallowed or expunged prior to the Solicitation Date, shall receive the following:

(i) if they are entitled to vote to accept or reject the Plan, a Solicitation Package and a Confirmation Hearing Notice, or

(ii) if they are not entitled to vote to accept or reject the Plan, a Non-Voting Creditor Notice;

(d) the assignee of a transferred and assigned Claim (whether a filed Claim or a Claim included on the Schedules) if the transfer and assignment has been noted on the Court's docket and is effective pursuant to Bankruptcy Rule 3001(e) on the Record Date, shall receive the following:

(i) if they are entitled to vote to accept or reject the Plan, a Solicitation Package and a Confirmation Hearing Notice, or

(ii) if they are not entitled to vote to accept or reject the Plan, a Non-Voting Creditor Notice;

(e) The Notice Parties, as well as all creditors and applicable federal and state regulatory authorities, shall receive the Confirmation Hearing Notice, and if any such parties described in this subsection (e) are entitled to vote, such parties shall also receive a Solicitation Package.

17. The Debtors will mail, or cause to be mailed, the Confirmation Hearing Notice to all of the known counterparties to each of the Contracts and Leases.

18. With respect to addresses from which one or more prior notices served in these cases were returned as undeliverable and with respect to which the Debtors have not timely received corrected address information, the Debtors are excused from distributing Solicitation Packages, Confirmation Hearing Notices, and Non-Voting Creditor Notices, as applicable, to those entities listed at such addresses if the Debtors are unable to obtain accurate addresses for such entities before the Solicitation Date.

19. The Debtors are excused from re-distributing Solicitation Packages, the Confirmation Hearing Notice, and Non-Voting Creditor Notices that are returned as undeliverable.

20. The Debtors are authorized to make non-substantive changes to the Disclosure Statement, the Plan, the Confirmation Hearing Notice, the Non-Voting Creditor Notice, the Publication Notice, the Cure Notice, and related documents without further order of the Court, including, without limitation, ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the Disclosure Statement, the Plan and any other materials in the Solicitation Packages prior to mailing.

21. May 9, 2013 at 4:00 p.m. (prevailing Eastern Time) is established as the voting deadline (the "Voting Deadline") for purposes of this Order and solicitation of votes with respect to the Plan.

22. The Ballots, substantially in the form attached hereto as Exhibits 2-A, 2-B, and 2-C are approved.

23. All Ballots of holders of Claims in Classes 5A and 5B must be properly executed, completed, and the original thereof shall be delivered to the Claims Agent so as to be actually received no later than the Voting Deadline. Holders of Claims in Class 5A entitled to vote on the Plan may also submit their completed Ballots via electronic mail to the Claims Agent at SSIBallots@kccllc.com.

24. As promptly as possible following its receipt of the Solicitation Packages from the Debtors or the Claims Agent, the Nominees shall distribute such Solicitation Packages to the Individual Claimants in Class 5B via overnight mail with instructions to the Individual Claimants to complete their Ballots and return such Ballots to their Nominee on or before the Voting Deadline. Holders of Claims in Class 5B (Noteholder Unsecured Claims) must transmit their Ballots directly to the Nominees prior to the Voting Deadline. The Nominees shall take all reasonable and necessary measures to facilitate collection of Ballots from the Individual

Claimants on or before the Voting Deadline. Upon return of the Ballots to the Nominees, the Nominees shall tabulate the Ballots on the Master Ballots.

25. The Nominees shall submit properly executed and completed Master Ballots so as to be received before the Voting Deadline by the Claims Agent. The Nominees must retain each original Ballot that they receive for one year following submission of the Master Ballots.

26. The following additional procedures shall be followed with respect to the holders of Claims in Class 5B (Noteholder Unsecured Claims), the Master Ballots submitted by the Nominees, and the tabulation of votes cast:

(a) Only claimants in Class 5B (Noteholder Unsecured Claims) as reflected in the records (the "Record Amount") maintained by DTC as of the close of business on the Record Date shall be entitled to vote.

(b) Votes submitted by the Nominees, pursuant to Master Ballots, shall not be counted in excess of the Record Amount held by the Nominees.

(c) The Nominees shall summarize on the Master Ballots all Ballots cast by the holders of Claims in Class 5B and return the Master Ballots to the Claims Agent on or before the Voting Deadline.

(d) To the extent that conflicting votes or "overvotes" are submitted by the Nominees on Master Ballots, the Claims Agent, in good faith, shall attempt to reconcile discrepancies with the Nominees.

(e) To the extent that overvotes submitted by the Nominees on the Master Ballots are not reconcilable prior to the preparation of the vote certification, the Claims Agent shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot that contains the overvote, but only to the extent of the position maintained by such Nominees as of the Record Date.

(f) Each holder of a claim in Class 5B shall be deemed to have voted the full amount of its claim.

27. For purposes of voting on the Plan, the amount of a claim held by a creditor shall be determined pursuant to the following guidelines:

(a) The claim listed in a Debtor's schedules of liabilities, provided that (i) such claim is not scheduled as contingent, unliquidated or disputed, and (ii) no proof of claim has been filed.

(b) The noncontingent and liquidated amount specified in a proof of claim filed with the Court or the Claims Agent to the extent the proof of claim is not the subject of an objection, or an objection by the Debtors to a claim amount solely for voting purposes, filed no later than 4:00 p.m. (prevailing Eastern Time) on April 26, 2013 (or, if such claim has been resolved pursuant to a stipulation or order entered by the Court, or otherwise resolved by the Court, the amount set forth in such stipulation or order).

(c) The amount temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), provided that a motion is brought, notice is provided and a hearing is held at or prior to the Confirmation Hearing, in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

(d) Claims filed for zero dollars ($0.00) shall be disallowed for voting purposes.

(e) Claims that are filed in wholly contingent, unliquidated or unknown amounts that are not the subject of an objection filed by the Solicitation Date, shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, in the amount of $1.00 each.

28. Creditors seeking to have a claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a) must file and serve notice of hearing on a motion (the "Claims Estimation Motion") for such relief no later than 4:00 p.m. (prevailing Eastern Time) on May 9, 2013. The Court will schedule a hearing on such motion to be heard at the Confirmation Hearing.

29. The following procedures and general assumptions shall be used in tabulating the Ballots:

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class shall be aggregated as if such creditor held one claim against the Debtors in such class, and the votes related to such claims shall be treated as a single vote to accept or reject the Plan.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the Plan and may not split their vote. Accordingly, an individual Ballot with respect to multiple claims within a single class that partially rejects and partially accepts the Plan shall not be counted.

(c) Ballots that fail to indicate an acceptance or rejection of the Plan or that indicate both acceptance and rejection of the Plan, but which are otherwise properly executed and received prior to the Voting Deadline, shall not be counted.

(d) Only Ballots that are timely received with original signatures shall be counted. Unsigned Ballots or Ballots with non-original signatures shall not be counted.

(e) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, shall not be counted.

(f) Ballots which are illegible, or contain insufficient information to permit the identification of the creditor, shall not be counted.

(g) Whenever a creditor casts more than one Ballot voting the same claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior Ballots.

(h) If a creditor simultaneously casts inconsistent duplicate Ballots with respect to the same claim, such Ballots shall not be counted.

(i) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by the Claims Agent and the Debtors, which determination shall be final and binding.

(j) Any Ballot containing a vote that this Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code shall not be counted.

(k) Any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan shall not be counted.

(l) Except in the Debtors' sole discretion, any Ballot transmitted to the Claims Agent by facsimile or other electronic means shall not be counted.

(m) Notwithstanding anything contained herein to the contrary, the Claims Agent, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.

(n) Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors or the Court determines. Neither the Debtors nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of ballots, nor shall any incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such Ballots shall not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) shall not be counted.

(o) The Debtors, in their discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting and without notice. Except as provided below, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may reject such Ballot as invalid, and therefore, decline to utilize it in connection with confirmation of the Plan by the Court; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.

(p) Subject to contrary order of the Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form, the acceptance of which would, in the opinion of the Debtors, not be in accordance with the provisions of the Bankruptcy Code; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.

30. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, none of the Debtors or the Creditors' Committee (including each of their respective directors, officers, employees, shareholders, members, partners, agents, or representatives (including attorneys, accountants, financial advisors, and investment bankers), each solely in their capacity as such) shall have any liability on account of soliciting votes on the Plan or participating in such solicitation, for violation of any applicable law, rule, or regulation governing solicitation of acceptance or rejection of a plan or the offer, issuance, sale, or purchase of securities.

31. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, no party that submits a letter recommending that creditors vote to accept or reject the Plan (a "Plan Recommendation Letter"), shall have any liability on account of having submitted such Plan Recommendation Letter or on account of the inclusion of such Plan Recommendation Letter in the Solicitation Packages for violation of any applicable law, rule or regulation governing solicitation of acceptance or rejection of a plan.

32. The Debtors are authorized to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Court, including, but not limited to, the making of any payments reasonably necessary to perform the actions and distributions contemplated herein.

33. This Court shall retain jurisdiction with respect to all matters related to this Order.

Dated: _____, 2013
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Confirmation Hearing Notice

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May 9, 2013 at 4:00 p.m. (ET) **Confirmation Obj. Deadline: May 9, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated April [22], 2013 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved the *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Disclosure Statement") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

CONFIRMATION HEARING

2. On May 13, 2013 at 10:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will be held before the Honorable Kevin J. Carey, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan"). The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Confirmation Hearing.

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

ENTITLEMENT TO VOTE ON PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of Claims[2] that are unimpaired by the Plan are deemed to have accepted the Plan and therefore are not entitled to vote on the Plan. Holders of Claims against the Debtors that are impaired by the Plan and that will receive a distribution on account of such Claims are entitled to vote on the Plan. Holders of Equity Interests that will receive no distribution under the Plan are deemed to have rejected the Plan and therefore are not entitled to vote.

4. April 22, 2013 has been established by the Court as the record date (the "Record Date") for determining the creditors entitled to receive solicitation or notice materials in connection with the Plan.

5. If you wish to have your Claim allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received and wish to have your Claim temporarily allowed for voting purposes only, you must serve on the Debtors and file with the Court, on or before April 29, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on or before May 13, 2013.

DEADLINE FOR VOTING ON THE PLAN

6. **By the Disclosure Statement Order, the Court established May 9, 2013 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline") as the deadline by which Ballots accepting or rejecting the Plan must be received.** To be counted, your original Ballot must actually be received on or before the Voting Deadline by Kurtzman Carson Consultants LLC (the "Claims Agent"). Ballots may be sent by first class mail or overnight mail to School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245. If you are a holder of a claim in Class 5A (a "Class 5A Claimant"), you may submit your signed, completed Ballot via electronic mail on or before the Voting Deadline to the Claims Agent at SSIBallots@kccllc.com. If you are an individual holder of the 3.75% Convertible Subordinated Notes due 2026 (a "Class 5B Claimant"), you must mail your original, signed Ballot to the Nominee that provided the Ballot to you on or before the Voting Deadline. Except with respect to Ballots submitted by Class 5A Claimants, in the Debtors' sole discretion, any Ballot transmitted to the Claims Agent by facsimile or other electronic means shall not be counted.

INJUNCTIONS, RELEASES, AND EXCULPATION

7. The Plan contains certain injunction, release, and exculpation provisions as set forth below.

a. Releases by the Debtors

On the Effective Date, the Debtors and the Reorganized Debtors, on behalf of themselves and their estates, shall be deemed to release unconditionally (a) all of their respective

[2] All capitalized terms used in this Notice but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

officers, directors, employees, partners, advisors, attorneys, financial advisors, accountants, and other professionals, who served in such capacities on or after the Petition Date, (b) (i) the DIP Agents and the Bayside DIP Agent, (ii) the DIP Collateral Agents, (iii) the Notes Indenture Trustee and (iv) the Prepetition Agents, (c) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of each of the DIP Agents, the Bayside DIP Agent, DIP Collateral Agents, the Notes Indenture Trustee and the Prepetition Agents, (d) the DIP Lenders and the Prepetition Lenders, (e) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the DIP Lenders, and the Prepetition Lenders, (f) the members of the Creditors Committee and the Noteholders, and (g) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the Creditors Committee and the Noteholders (collectively, the "Released Parties" and each a "Released Party") from any and all claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon actions taken solely in their respective capacities described above for any omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, or the Plan, except that (i) no individual shall be released from any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the Reorganized Debtors shall not relinquish or waive the right to assert any of the foregoing as a legal or equitable defense or right of set off or recoupment against any Claims of any such persons asserted against the Debtors, (iii) the foregoing release shall not apply to any obligations that remain outstanding in respect of loans or advances made to individuals by the Debtors, and (iv) the foregoing release applies to the Released Parties solely in their respective capacities described above. For the avoidance of doubt, the Debtors shall release the Noteholders, only to the extent permitted by law and to the extent that such Noteholders vote in favor of the plan and do not mark their ballots to indicate their refusal to grant the releases of the Released Parties provided for in the Plan.

b. <u>Releases by non-Debtors</u>

On the Effective Date, the DIP Lenders, the Prepetition Lenders and all Persons who directly or indirectly, have held, hold, or may hold Claims, and (a) vote to accept the Plan as set forth on the relevant Ballot, and do not mark their Ballot to indicate their refusal to grant the releases provided in this paragraph, or (b) are presumed to have voted to accept the plan under section 1126(f) of the Bankruptcy code shall be deemed, by virtue of their receipt of Distributions and/or other treatment contemplated under the Plan, to have forever released and covenanted with the Reorganized Debtors and the Released Parties not to (x) sue or otherwise seek recovery from any of the Reorganized Debtors or any Released Party on account of any Claim in any way related to the Debtors or their business and affairs, the Chapter 11 Cases, the Disclosure Statement, or the Plan, including but not limited to any Claim based upon tort, breach of contract, violations of federal or state securities laws or otherwise, based upon any act, occurrence, or failure to act from the beginning of time through the Effective Date or (y) assert against any of the Reorganized Debtors or any Released Party any claim, obligation, right, cause of action or liability that any holder of a Claim or Equity Interest may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, or occurrence from the beginning of time through the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, the Disclosure Statement or the Plan, provided, however, (i) none of the Released Parties shall be released from any claim primarily based on any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the foregoing release shall not apply to obligations arising under

the Plan, (iii) the foregoing release shall not be construed to prohibit a party in interest from seeking to enforce the terms of the Plan, and (iv) the foregoing release shall not apply to any indemnification and other surviving obligation as set forth in the Plan.

c. **Exculpation**

As of the Effective Date, the Debtors, the Reorganized Debtors, the Creditors Committee, the Notes Indenture Trustee and with respect to all of the foregoing, their respective officers, directors, members, managers, attorneys and advisors shall have no liability whatsoever to any holder or purported holder of an Administrative Claim, a Claim, or an Equity Interest for any act or omission in connection with, or arising out of, the Plan, the Disclosure Statement, the negotiation of the Plan and the Disclosure Statement, the negotiation of the documents included in the Plan Supplement, the pursuit of approval of the Disclosure Statement or the solicitation of votes for confirmation of the Plan, the Chapter 11 Cases, the consummation of the Plan, the administration and implementation of the Plan or the property to be distributed under the Plan, or any transaction contemplated by the Plan, the Disclosure Statement or in furtherance thereof except for any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Released Parties from liability.

Parties are encouraged to review the Plan and Disclosure Statement for additional information.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before **May 9, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline") and must (a) be in writing, (b) state the name and address of the objecting party, (c) state the amount and nature of the Claim or Equity Interest of such party, (d) state with particularity the basis and nature of any objection to the Plan, and (e) be served on so as to be received by the following parties on or before the Confirmation Objection Deadline: (i) the Debtors, School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer (mike.lavelle@schoolspecialty.com), W6316 Design Drive, Greenville, WI 54942; (ii) co-counsel for the Debtors, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein & Lauren Shumejda (jsaferstein@paulweiss.com, lshumejda@paulweiss.com) , 1285 Avenue of the Americas, New York, NY 10019 and (b) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin (pmorgan@ycst.com, mkandestin@ycst.com), Rodney Square, 1000 North King Street, Wilmington, DE 19801; (iii) counsel for the ABL Lenders (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs (randall.klein@goldbergkohn.com, jeremy.downs@goldbergkohn.com), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath (heath@RLF.com), One Rodney Square, 920 North King Street, Wilmington, DE 19801; (iv) counsel for the Ad Hoc DIP Lenders, (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield (khansen@stroock.com, jcanfield@stroock.com), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter (cmwinter@duanemorris.com), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801; (v) counsel for the Creditors' Committee, (a) Brown Rudnick LLP, Attn: Robert J. Stark (rstark@brownrudnick.com), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl (SPohl@brownrudnick.com), One Financial Center, Boston, MA 02111, and (c) Venable LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801; and (vi) the U.S. Trustee, Attn: Juliet M.

Sarkessian (Juliet.M.Sarkessian@usdoj.gov), 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801. **CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

COPIES OF PLAN, DISCLOSURE STATEMENT, DISCLOSURE STATEMENT ORDER & PLAN SUPPLEMENT

Copies of the Plan, Disclosure Statement, and Disclosure Statement Order may be obtained by parties in interest free of charge on Kurtzman Carson Consultants LLC's dedicated webpage related to these cases http://www.kccllc.net/SchoolSpecialty. Copies of the Plan and the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan and the Disclosure Statement may be obtained from counsel to the Debtors by request to Troy Bollman (tbollman@ycst.com), or viewed on the Internet, for a fee, at the Court's website (http://www.deb.uscourts.gov) by following the directions for accessing the ECF system on such website. The Debtors will file the Plan Supplement on or before May 6, 2013, at which time the Plan Supplement may be obtained through the means described in this paragraph.

If you have any questions related to this notice, please call (877) 709-4758

Dated: _____, 2013
Wilmington, Delaware

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Counsel to the Debtors and Debtors-in-Possession

Exhibit 2-A

Ballot for Class 5A (General Unsecured Creditors)

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May 9, 2013 at 4:00 p.m. (ET) **Confirmation Obj. Deadline: May 9, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

BALLOT FOR CLASS 5A GENERAL UNSECURED CLAIMS FOR ACCEPTING OR REJECTING DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

THE VOTING DEADLINE BY WHICH YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS AGENT IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MAY 9, 2013 (THE "VOTING DEADLINE").

IF YOUR BALLOT IS NOT RECEIVED ON OR PRIOR TO THE VOTING DEADLINE, THE VOTE REPRESENTED BY YOUR BALLOT WILL NOT BE COUNTED.

This ballot (the "Ballot") is submitted to you to solicit your vote to accept or reject the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan") submitted by the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), and described in the related disclosure statement (the "Disclosure Statement") approved by an order of the United States Bankruptcy Court for the District of Delaware (the "Court"). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement or Plan, you may obtain a copy by contacting Kurtzman Carson Consultants LLC (the "Claims Agent"), free of charge, by regular mail, overnight courier or hand delivery, at School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245 during normal business hours, or by phone at (877) 709-4758 for calls originating from the United States or Canada, or (424) 236-7236 for calls originating from outside of the United States or Canada, or you can access a copy at the case-dedicated website, http://www.kccllc.net/SchoolSpecialty. Copies of the Disclosure Statement and the Plan are also available for inspection during regular business hours at the office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement and the Plan may be obtained from the Court's website at http://www.deb.uscourts.gov. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions but not otherwise defined herein have the meanings given to them in the Plan or Disclosure Statement, as applicable.

The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class which vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The votes of those Claims actually voted in your Class will bind those who do not vote. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING BALLOT

1. In the boxes provided in Item 1 of the Ballot below, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all of the information requested. Ballots may be mailed to, or delivered by hand delivery or overnight courier during normal business hours to: **School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245**. In addition, you may submit your Ballot via electronic mail to the Claims Agent at **SSIBallots@kccllc.com.**

2. In the boxes provided in Item 2 of the Ballot below, please indicate the manner in which you would like to receive your pro rata distribution under the Plan.

3. Check the box in Item 3 if you voted to accept the Plan but elect not to grant the releases set forth in Article IX of the Plan. IF YOU SUBMIT YOUR BALLOT WITHOUT THE BOX IN ITEM 3 CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED INJUNCTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN ADDITION, IF YOU CHECK THE BOX IN ITEM 3 INDICATING YOUR ELECTION NOT TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED PLAN INJUNCTION, YOU MAY NOT BENEFIT FROM CERTAIN RELEASES PROVIDED UNDER THE PLAN.

4. **Ballots must be received by the Claims Agent on or before the May 9, 2013.** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Claims Agent is enclosed for your convenience. Any Ballot transmitted to the Claims Agent by facsimile shall not be counted. If neither the "accept" nor "reject" box is checked in Item 1 below, or if both the "accept" and "reject" boxes are checked, for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted. Any Ballot that is illegible, does not bear an original signature, or does not provide sufficient information to identify the claim holder will not be counted.

5. If you are completing this Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth in the attached mailing label or if no such mailing label is attached to the Ballot. At the Debtors' discretion, you may be requested to provide proof of your authority to complete the Ballot on behalf of the claim holder.

6. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive in accordance with the instructions therein. The attached Ballot is designated only for voting a Class 5A General Unsecured Claim. If you hold any 3.75% Convertible Subordinated Notes due 2026 (the "Notes"), you must complete an Individual Ballot for your Class 5B Noteholder Unsecured Claim and submit same to your Nominee at the address set forth in the Individual Ballot on or before the Voting Deadline.

7. You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. An otherwise properly completed, executed, and timely returned Ballot that attempts to partially accept and partially reject the Plan will not be counted.

8. The Ballot does not constitute, and will not be deemed, a proof of claim or an assertion of a Claim, an allowance of a Claim, or an admission by the Debtors of the validity of a Claim.

9. If you cast more than one Ballot voting the same Claim(s) prior to the Voting Deadline, the latest dated, properly executed Ballot received before the Voting Deadline will be deemed to reflect your intent and supersede any prior Ballots. If you cast Ballots received by the Claims Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

10. If you wish to have your Claim allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received and wish to have your Claim temporarily allowed for voting purposes only, you must serve on the Debtors and file with the Court, on or before May 9, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount

and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on or before May 13, 2013.

11. The Debtors will file the Plan Supplement on or before May 6, 2013. Once filed, you may obtain a copy of the Plan Supplement from the Claims Agent as described earlier in this Ballot. The Plan Supplement will include information that you may wish to review prior to returning your Ballot.

12. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE COURT.

13. PLEASE RETURN YOUR BALLOT PROMPTLY. OTHER THAN SUBMISSION BY ELECTRONIC MAIL TO **SSIBallots@kccllc.com**, THE CLAIMS AGENT WILL **NOT** ACCEPT BALLOTS BY FACSIMILE OR OTHER ELECTRONIC TRANSMISSION.

14. IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE CLAIMS AGENT AT (877) 709-4758 FOR CALLS ORIGINATING FROM THE UNITED STATES OR CANADA, AND (424) 236-7236 FOR CALLS ORIGINATING FROM OUTSIDE OF THE UNITED STATES OR CANADA BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. (PREVAILING EASTERN TIME), MONDAY THROUGH FRIDAY.

15. PLEASE NOTE THAT THE CLAIMS AGENT'S STAFF IS NOT PERMITTED TO GIVE LEGAL ADVICE. ANY PARTY RECEIVING THIS BALLOT SHOULD CONSULT AN ATTORNEY REGARDING ANY QUESTIONS IT MAY HAVE RELATING TO THIS BALLOT AND THE OTHER DOCUMENTS REFERENCED HEREIN.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT

PLEASE COMPLETE ALL ITEMS BELOW. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a **Class 5A General Unsecured Claim** in the amount set forth below, votes to (check **one** box):

☐ **Accept** the Plan. ☐ **Reject** the Plan.

Voting Amount: $ _____

If you voted to reject the Plan, please proceed to Item 4.

Item 2. Treatment and Treatment Election. Unless you check the box below, the undersigned, a holder of a **Class 5A General Unsecured Claim** shall receive a payment 6 months after the maturity date of the Term Loan Exit Facility, equal to 10% of the Allowed amount of such Claim, which payment shall accrue quarterly interest of 5% per annum, which shall be paid in kind.

☐	**I hereby elect to reduce the amount of my Allowed Claim to $3,000 and receive 5% of the Allowed amount, in cash, as soon as practicable after the Effective Date, as set forth in Article IV.E.b. of the Plan.[1]** **By choosing this option, I hereby acknowledge that I will not be eligible for the subsequent Trade Election set forth in Article IV.E.c. of the Plan.**

Item 3. Optional Release Election. By checking this box, the undersigned holder of the Class 5A General Unsecured Claim identified herein that voted to **ACCEPT** the Plan elects **NOT** to grant the releases set forth in Article IX of the Plan:

☐ DOES NOT GRANT THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN

Item 4. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. **THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT IN THE EVENT THE UNDERSIGNED VOTES TO ACCEPT THE PLAN AND FAILS TO OPT-OUT OF PROVIDING THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN, THE UNDERSIGNED IS DEEMED TO HAVE ACCEPTED AND CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN, INCLUDING RELEASES OF NON-DEBTORS.** The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan, or indicates both acceptance and rejection of the Plan, will not be counted.

[1] If your Allowed Claim is $3,000 or less, pursuant to the Plan, you shall be deemed to have made this election.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

☐ *Please check here if the above address is a Change of Address that you would like reflected in the Master Mailing List for these Chapter 11 Cases.*

PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED ON THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH HEREIN CAREFULLY. PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY, OVERNIGHT COURIER, OR ELECTRONIC MAIL, SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON MAY 9, 2013.

Exhibit 2-B

Master Ballot for Class 5B (Noteholder Unsecured Claims)

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May 9, 2013 at 4:00 p.m. (ET) **Confirmation Obj. Deadline: May 9, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

MASTER BALLOT FOR CLASS 5B (NOTEHOLDER UNSECURED CLAIMS) FOR ACCEPTING OR REJECTING DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE READ AND FOLLOW THE INSTRUCTIONS CAREFULLY. PLEASE COMPLETE, SIGN, AND DATE THIS CLASS 5B MASTER BALLOT AND RETURN IT TO THE CLAIMS AGENT BY FIRST CLASS MAIL, OR DURING REGULAR BUSINESS HOURS BY OVERNIGHT COURIER OR HAND DELIVERY, TO: SCHOOL SPECIALTY BALLOT PROCESSING CENTER, C/O KCC, 599 LEXINGTON AVENUE, 39TH FLOOR, NEW YORK, NY 10022. IF THIS CLASS 5B MASTER BALLOT HAS NOT BEEN RECEIVED BY THE CLAIMS AGENT BY MAY 9, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME) (THE "VOTING DEADLINE"), THE VOTES OF THE INDIVIDUAL HOLDERS OF CLAIMS IN CLASS 5B (EACH AN "INDIVIDUAL CLAIMANT" AND COLLECTIVELY, THE "INDIVIDUAL CLAIMANTS") WILL NOT BE COUNTED. THEREFORE, YOU MUST ALLOW SUFFICIENT TIME TO BE SURE THAT THE CLASS 5B MASTER BALLOT IS RECEIVED BY THE CLAIMS AGENT BY THE VOTING DEADLINE.

You, as the Nominee[2] for the Individual Claimants ("You," "YOU," or "you"), must deliver the completed, executed Class 5B master ballot (the "Master Ballot") so that it is actually ***received*** by the Claims Agent on or before the Voting Deadline. For each completed, executed Ballot returned to you by an Individual Claimant (each an "Individual Ballot"), you must retain such Individual Ballot in your files for one year from the Voting Deadline.

This Master Ballot is to be used by you, as the representative of holders of Claims in Class 5B (Noteholder Unsecured Claims), to transmit the votes of such Individual Claimants in respect of their decision to accept or reject the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan").

By Order dated April [22], 2013 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved the *Disclosure Statement for the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (including all exhibits thereto, and as the same may be amended, modified, and/or supplemented from time to time, the "Disclosure Statement") as containing adequate information within the meaning of section 1125 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). These documents are contained on the CDs sent to you with this Master Ballot. The Disclosure Statement

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[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

[2] All capitalized terms used in this Master Ballot but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

Order also contains important information regarding the balloting process. Please also read the Disclosure Statement Order and the instructions sent with this Master Ballot prior to submitting a Master Ballot.

VOTING INSTRUCTIONS

VOTING DEADLINE:

The Voting Deadline is **May 9, 2013 at 4:00 p.m. (prevailing Eastern Time)**, unless such time is extended. To have the votes of the Individual Claimants in Class 5B counted, you must complete, sign, and return this Master Ballot so that it is received by the Claims Agent at the address set forth in the Master Ballot on or before the Voting Deadline; provided, however, that any Individual Ballot actually received by you on or prior to the Voting Deadline, but which is not included in this Master Ballot, will be counted. Accordingly, you should immediately transmit the enclosed Solicitation Packages, including Ballots, to the Individual Claimants, with a return envelope addressed to you with instructions that the Individual Claimants return their Individual Ballots to you so as to be received on or before the Voting Deadline.

HOW TO VOTE:

If you are transmitting the votes of any Individual Claimants, other than yourself, you must deliver the Class 5B Ballot to the Individual Claimants, along with the Plan, Disclosure Statement, Disclosure Statement Order, Confirmation Hearing Notice, and other materials requested to be forwarded, and take the necessary actions to enable such Individual Claimants to complete and execute such Individual Ballot voting to accept or reject the Plan, and to return the completed, executed Individual Ballot to you so as to be received on or before the Voting Deadline.

With respect to all of the Individual Ballots returned to you, you must properly complete the Master Ballot, as follows:

i. Complete the certification of authority to vote in Item 1;

ii. Indicate in Item 2 the total votes to accept or reject the Plan;

IMPORTANT: INDIVIDUAL CLAIMANTS MAY NOT SPLIT THEIR VOTES. EACH INDIVIDUAL CLAIMANT MUST VOTE ALL OF HIS, HER, OR ITS CLAIMS IN CLASS 5B TO ACCEPT OR REJECT THE PLAN. IF ANY SUCH BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE BY SUBMITTING A BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN, PLEASE CONTACT THE CLAIMS AGENT IMMEDIATELY. Any Individual Claimant that does not indicate either acceptance or rejection of the Plan, or indicates both acceptance and rejection of the Plan, will not be counted, and the votes in such ballots should not be included in your tabulation;

iii. Transcribe the votes from the Individual Ballots in the addendum to the Master Ballot referenced in Item 3 thereof;

iv. Review the certification in Item 4 of the Master Ballot;

v. Ensure that each Individual Ballot is signed and the certification is complete;

vi. Sign and date the Master Ballot;

vii. Independently verify and confirm the accuracy of the information provided with respect to each individual holder of Class 5B Claims;

viii. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Master Ballot to which you are responding;

ix. You must deliver the completed, executed Master Ballot so that it is ***actually received*** by the Claims Agent on or before the Voting Deadline. To the extent that you receive an Individual Ballot on or prior to the Voting Deadline, but which is not included in the Master Ballot delivered to the Claims Agent, please contact the Claims Agent immediately so that such Individual Ballot may be counted. For each completed, executed Individual Ballot returned to you by an individual holder, you must retain such Individual Ballot in your files for one year from the Voting Deadline;

x. Votes cast by Individual Claimants through You will be applied against the positions held by such entities as of the Record Date. Votes submitted by You, pursuant to the Master Ballot, will not be counted in excess of the Record Amount;

xi. To the extent that conflicting votes or "overvotes" are submitted by You, the Claims Agent, in good faith, will attempt to reconcile discrepancies with You; and

xii. To the extent that "overvotes" on the Master Ballot are not reconcilable prior to the preparation of the vote certification, the Claims Agent will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot that contained the "overvote," but only to the extent of your position in the applicable security.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. Holders should not surrender, at this time, certificates representing their securities. The Claims Agent will not accept delivery of any such certificates surrendered together with a Master Ballot or Individual Ballot.

No Master Ballot or Individual Ballot shall constitute or be deemed to be a proof of claim or Equity Interest, or an assertion of a Claim, an allowance of a Claim, or an admission by the Debtors of the validity of a Claim.

No fees or commissions or other remuneration will be payable to You in connection with the distribution of Solicitation Packages or the preparation of the Master Ballot.

PLEASE MAIL THIS MASTER BALLOT PROMPTLY. IF YOU BELIEVE THAT YOU ARE MISSING ANY MATERIALS FROM THE SOLICITATION PACKAGE, HAVE RECEIVED THE WRONG BALLOTS OR MASTER BALLOT, HAVE QUESTIONS REGARDING THE BALLOTS OR MASTER BALLOT, OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF OTHER ENCLOSED MATERIALS, PLEASE CALL THE CLAIMS AGENT AT (877) 833-4150 FOR CALLS ORIGINATING FROM THE UNITED STATES OR CANADA, AND (917) 281-4800 FOR CALLS ORIGINATING FROM OUTSIDE OF THE UNITED STATES OR CANADA. DO NOT CONTACT THE CLAIMS AGENT FOR LEGAL ADVICE. THE CLAIMS AGENT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

Item 1 - CERTIFICATION OF AUTHORITY TO VOTE. The undersigned certifies that as of April 22, 2013 (the "Record Date"), the undersigned (please check applicable box):

☐ Is a Nominee and/or an Intermediary for the Individual Claimants of the aggregate principal amount listed in Item 2 below; or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the registered holder of the aggregate principal amount listed in Item 2 below; or

☐ Has been granted a proxy (an original of which is attached hereto) from a Nominee that is the registered holder of the aggregate principal amount listed in Item 2 below and accordingly, has full

power and authority to vote to accept or reject the Plan on behalf of the Individual Claimants of the Class 5B (Noteholder Unsecured Claims) described below.

Item 2 - TABULATION OF BENEFICIAL OWNER VOTING. The undersigned certifies that:

A. Class 5B Claims – Noteholder Unsecured Claims

Acceptances. _____ Individual Claimants holding Class 5B Noteholder Unsecured Claims in the aggregate unpaid principal amount of $_____ have delivered duly completed Individual Ballots to the undersigned voting to **ACCEPT** the Plan; and

Rejections. _____ Individual Claimants holding Class 5B Noteholder Unsecured Claims in the aggregate unpaid principal amount of $_____ have delivered duly completed Individual Ballots to the undersigned voting to **REJECT** the Plan.

Item 3 – TRANSMITTAL OF VOTES FROM INDIVIDUAL BALLOTS. The undersigned transmits the votes of Individual Claimants holding Claims in Class 5B as fully set forth below and certifies that the parties listed are the Individual Claimants, as of the Record Date, and have delivered to the undersigned, as the Nominee, Individual Ballots casting such votes, which, as set forth in each column therein, indicate the aggregate principal amount voted for each claim, and whether such claim is voted to accept or reject the Plan, and whether the holder of such claim that voted to accept the Plan has elected not to grant the release provisions set forth in Article IX of the Plan.

ADDENDUM TO MASTER BALLOT

A. Summary of Class 5B Noteholder Unsecured Claims Voted.

Name or Account Number for Each Individual Claimant of a Class 5B Notedholder Unsecured Claim Voting on the Plan	Principal Amount of Claim Voted	Principal Amount of Class 5B Noteholder Unsecured Claims Voted to ACCEPT the Plan*	Principal Amount of Class 5B Noteholder Unsecured Claims Voted to REJECT the Plan*	Individual Claimant has Accepted the Plan and Elected Not to Grant the Release Provisions Set Forth in Article IX of the Plan (Indicate Yes if Item 2 was checked, or No if it was not checked)
1.		$	$	
2.		$	$	
3.		$	$	
4.		$	$	
5.		$	$	
6.		$	$	
7.		$	$	
8.		$	$	
TOTALS		$	$	

[If space is insufficient, attach additional sheets in same format.]

Item 4. CERTIFICATION AS TO TRANSCRIPTION OF INFORMATION FROM ITEM 3 OF THE INDIVIDUAL BALLOT AS TO OTHER CLASS 5B NOTEHOLDER UNSECURED CLAIMS VOTED THROUGH OTHER INDIVIDUAL BALLOTS.

The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Individual Claimants in Item 3 of the original Individual Ballots, identifying any Class 5B Noteholder Unsecured Claims for which such holders have submitted other Individual Ballots other than to the undersigned:

Your Customer Account Number For Each Holder of Voting Class 5B Noteholder Unsecured Claims		**TRANSCRIBE FROM ITEM 3 OF THE INDIVIDUAL BALLOTS:**		
		Account Number	**Name of Holder**	**Principal Amount of Other Class 5B Noteholder Unsecured Claims Voted**
1.				
2.				
3.				

* Please note that each Individual Claimant must vote all of his, her, or its Claims in Class 5B to accept or reject the Plan, and may not split such vote.

4.				
5.				
6.				
7.				
8.				
9.				

Item 5 - CERTIFICATION. By signing this Master Ballot, the undersigned certifies that: (a) each Individual Claimant holding a Claim(s) in Class 5B whose vote is being transmitted by this Master Ballot has been provided with a copy of the Plan, Disclosure Statement, Disclosure Statement Order, and a Ballot for voting its Claim(s); and (b) each Individual Claimant has not cast more than one vote with respect to any given Claim for any purpose, including for determining both the number of votes and the amount of the Claim, even if such holder holds securities of the same type in more than one account. The undersigned also acknowledges that the solicitation of votes in Class 5B to accept or reject the Plan is subject to all the terms and conditions set forth in the Disclosure Statement Order, dated April [22], 2013.

_____
Name of Nominee

_____
Participant Number

_____
Signature of Nominee

_____
Street Address

_____
City, State and Zip Code

_____
Telephone Number

_____
Email

_____
Date Completed

In order to vote Claims in Class 5B to accept or reject the Plan, please complete, sign, and date this Master Ballot and promptly return it to one of the following addresses, as appropriate, so as to be received on or prior to the Voting Deadline, by regular mail, or by hand delivery or overnight courier during normal business hours, to: SCHOOL SPECIALTY BALLOT PROCESSING CENTER, C/O KCC, 599 LEXINGTON AVENUE, 39TH FLOOR, NEW YORK, NY 10022.

MASTER BALLOTS RECEIVED BY FACSIMILE OR OTHER ELECTRONIC MEANS, OR RECEIVED AFTER THE VOTING DEADLINE, WILL NOT BE COUNTED.

Exhibit 2-C

Individual Ballot for Class 5B (Noteholder Unsecured Claims)

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May 9, 2013 at 4:00 p.m. (ET) **Confirmation Obj. Deadline: May 9, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

INDIVIDUAL BALLOT FOR CLASS 5B NOTEHOLDER UNSECURED CLAIMS FOR ACCEPTING OR REJECTING DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE RETURNED TO YOUR NOMINEE SO THAT IT IS ACTUALLY RECEIVED BY THE NOMINEE ON OR BEFORE THE VOTING DEADLINE

THE VOTING DEADLINE FOR YOUR NOMINEE TO SUBMIT THE MASTER BALLOT TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MAY 9, 2013 (THE "VOTING DEADLINE").

This ballot (the "Ballot") is submitted to you to solicit your vote to accept or reject the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan") submitted by the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), and described in the related disclosure statement (the "Disclosure Statement") approved by an order of the United States Bankruptcy Court for the District of Delaware (the "Court"). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement or Plan, you may obtain a copy by contacting Kurtzman Carson Consultants LLC (the "Claims Agent") by email at SSIinfo@kccllc.com, or by phone at (877) 833-4150 for calls originating from the United States or Canada, or (917) 281-4800 for calls originating from outside of the United States or Canada, or you can access a copy at the case-dedicated website, http://www.kccllc.net/SchoolSpecialty. Copies of the Disclosure Statement and the Plan are also available for inspection during regular business hours at the office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement and the Plan may be obtained from the Court's website at http://www.deb.uscourts.gov. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions but not otherwise defined herein have the meanings given to them in the Plan or Disclosure Statement, as applicable.

The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class which vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The votes of those Claims actually voted in your Class will bind those who do not vote. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING BALLOT

1. In the boxes provided in Item 1 of the Ballot below, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all of the information requested. Ballots must be returned to the Nominee that sent you this Ballot, so that such Ballot is **RECEIVED by the Nominee on or before the Voting Deadline.** If a Ballot is received after the applicable deadline, it will not be counted. An envelope addressed to the Nominee is enclosed for your convenience. Any Ballot transmitted by facsimile shall not be counted. If neither the "accept" nor "reject" box is checked in Item 1 below, or if both the "accept" and "reject" boxes are checked, for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted. Any Ballot that is illegible, does not bear an original signature, or does not provide sufficient information to identify the claim holder will not be counted.

2. **Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive in accordance with the instructions therein. The attached Ballot is designated only for voting a Class 5B Noteholder Unsecured Claim.** You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. An otherwise properly completed, executed, and timely returned Ballot that attempts to partially accept and partially reject the Plan, or that attempts to both accept and reject the Plan will not be counted.

3. Check the box in Item 3 if you voted to accept the Plan but elect not to grant the releases set forth in Article IX of the Plan. IF YOU SUBMIT YOUR BALLOT WITHOUT THE BOX IN ITEM 3 CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED INJUNCTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN ADDITION, IF YOU CHECK THE BOX IN ITEM 3 INDICATING YOUR ELECTION NOT TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED PLAN INJUNCTION, YOU MAY NOT BENEFIT FROM CERTAIN RELEASES PROVIDED UNDER THE PLAN.

4. The Ballot does not constitute, and will not be deemed, a proof of claim or an assertion of a Claim, an allowance of a Claim, or an admission by the Debtors of the validity of a Claim.

5. If you cast more than one Ballot voting the same Claim(s) prior to the Voting Deadline, the latest dated, properly executed Ballot received before the Voting Deadline will be deemed to reflect your intent and supersede any prior Ballots. If you cast Ballots received by the Nominee on the same day, but which are voted inconsistently, such Ballots will not be counted.

6. If you wish to have your Claim allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received and wish to have your Claim temporarily allowed for voting purposes only, you must serve on the Debtors and file with the Court, on or before May 9, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on May 13, 2013.

7. **The Debtors will file the Plan Supplement on or before May 6, 2013. Once filed, you may obtain a copy of the Plan Supplement from the Claims Agent as described earlier in this Ballot. The Plan Supplement will include information that you may wish to review prior to returning your Ballot.**

8. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED

WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE COURT.

9. PLEASE RETURN YOUR BALLOT TO THE NOMINEE THAT SENT YOU THE BALLOT USING THE ENCLOSED RETURN ENVELOPE.

10. PLEASE RETURN YOUR BALLOT PROMPTLY. UNLESS IT DIRECTS OTHERWISE, THE NOMINEE WILL **NOT** ACCEPT BALLOTS BY FACSIMILE, EMAIL, OR OTHER ELECTRONIC TRANSMISSION.

11. IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE CLAIMS AGENT AT (877) 833-4150 FOR CALLS ORIGINATING FROM THE UNITED STATES OR CANADA, OR (917) 281-4800 FOR CALLS ORIGINATING FROM OUTSIDE OF THE UNITED STATES OR CANADA, BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. (PREVAILING EASTERN TIME), MONDAY THROUGH FRIDAY.

12. PLEASE NOTE THAT THE CLAIMS AGENT'S STAFF IS NOT PERMITTED TO GIVE LEGAL ADVICE. ANY PARTY RECEIVING THIS BALLOT SHOULD CONSULT AN ATTORNEY REGARDING ANY QUESTIONS IT MAY HAVE RELATING TO THIS BALLOT AND THE OTHER DOCUMENTS REFERENCED HEREIN.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT

PLEASE COMPLETE ALL ITEMS BELOW. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a **Class 5B Noteholder Unsecured Claim** in the amount set forth below, votes to (check one box):

☐ **Accept** the Plan. ☐ **Reject** the Plan.

Voting Principal Amount: $ _____ (If you do not know the amount of your Class 5B Note Claim, please contact your Nominee.)

If you voted to reject the Plan, please proceed to Item 3.

Item 2. Optional Release Election. By checking this box, the undersigned holder of the Class 5B Note Claim identified herein that voted to **ACCEPT** the Plan elects **NOT** to grant the releases set forth in Article IX of the Plan:

☐ DOES NOT GRANT THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN

Item 3. Certifications as to Class 5B Note Claim Held in Additional Accounts.

By completing and returning this Individual Ballot, the undersigned certifies that either (1) it has not submitted any other Ballots for other Class 5B Noteholder Unsecured Claims held in other accounts or other record names or (2) it has provided the information specified in the following table for all other Class 5B Noteholder Unsecured Claims[1] for which it has submitted additional Individual Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 5B NOTEHOLDER UNSECURED CLAIMS ON AN INDIVIDUAL BALLOT OTHER THAN THIS INDIVIDUAL BALLOT.

	Name of Holder[3]	Account Number	Principal Amount of Other Class 5B Noteholder Unsecured Claim Voted
			$
1.			$
2.			$
3.			$
4.			$
5.			$
6.			$
7.			$
8.			$
9.			$

[1] List your name if the Class 5B Note Claim is held by you in record name. If the Class 5B Note Claim is held in "street name," please list the name of your Nominee.

Item 4. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. **THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT IN THE EVENT THE UNDERSIGNED VOTES TO ACCEPT THE PLAN AND FAILS TO OPT-OUT OF PROVIDING THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN, THE UNDERSIGNED IS DEEMED TO HAVE ACCEPTED AND CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN, INCLUDING RELEASES OF NON-DEBTORS.** The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan, or indicates both acceptance and rejection of the Plan, will not be counted.

_____
Name of Creditor

_____
Signature

_____
If by Authorized Agent, Name and Title

_____
Name of Institution

_____
Street Address

_____
City, State, Zip Code

_____
Telephone Number

_____
Date Completed

PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED ON THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH HEREIN CAREFULLY. PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY, OR OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE NOMINEE BY THE VOTING DEADLINE.

Exhibit 3

Non-Voting Creditor Notice

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May 9, 2013 at 4:00 p.m. (ET) **Confirmation Obj. Deadline: May 9, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND (III) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

TO: ALL UNIMPAIRED CREDITORS AND EQUITY HOLDERS NOT ENTITLED TO VOTE ON PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated April [22,] 2013 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved the *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Disclosure Statement") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

CONFIRMATION HEARING

2. On May 13, 2013 at 10:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will be held before the Honorable Kevin J. Carey, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan"). The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Confirmation Hearing.

ENTITLEMENT TO VOTE ON PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of Claims[2] that are

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

unimpaired by the Plan are deemed to have accepted the Plan and therefore are not entitled to vote on the Plan. Holders of Claims against the Debtors that are impaired by the Plan and that will receive a distribution on account of such Claims are entitled to vote on the Plan. Holders of Claims and Equity Interests that will receive no distribution under the Plan are deemed to have rejected the Plan and therefore are not entitled to vote.

4. April 22, 2013 at 5:00 p.m. (prevailing Eastern Time) has been established by the Court as the record date (the "Record Date") for determining the creditors entitled to receive solicitation or notice materials for the Plan.

5. **YOU HAVE BEEN IDENTIFIED AS EITHER AN UNIMPAIRED CREDITOR OR A HOLDER OF AN EQUITY INTEREST THAT WILL RECEIVE NO DISTRIBUTION UNDER THE PLAN, AND, THEREFORE, WILL NOT BE ENTITLED TO VOTE ON THE PLAN.**

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

6. The Plan proposes to modify the rights of certain creditors and Equity Interest holders of the Debtors. Claims (other than Administrative Claims, Priority Tax Claims, DIP Financing Claims and Fee Claims) and Equity Interests are classified for all purposes, including voting, confirmation, and distribution pursuant to the Plan, as follows:

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
1	Other Priority Claims	Unimpaired, Not Entitled to Vote	100%	With respect to holders of claims in Class 1 (Other Priority Claims), except to the extent that a holder of an Allowed Other Priority Claim and the Debtors (with the consent of the Required Ad Hoc DIP Lenders) shall have agreed in writing to a different treatment, in full and final satisfaction of such Claim, each holder of an Allowed Other Priority Claim in Class 1 shall receive payment in full in Cash in an amount equal to such Allowed Other Priority Claim as soon as practicable after the later of (a) the Effective Date and (b) the date when such Other Priority Claim becomes an Allowed Other Priority Claim.
2	Prepetition ABL Facility Claims	Unimpaired, Not Entitled to Vote	100%	All Prepetition ABL Facility Claims have been Allowed by prior order of the Court and shall be deemed to have been satisfied with proceeds of or other assumption under the ABL DIP Facility.
3	Prepetition Term Loan Claims	Unimpaired, Not Entitled to Vote	100%	With respect to holders of claims in Class 3 (Prepetition Term Loan Claims), except to the extent that a holder of an Allowed Prepetition Term Loan Claim and the Debtors (with the consent of the Required Ad Hoc DIP Lendrs) shall have agreed in writing to a less favorable treatment, each holder of an Allowed Prepetition Term Loan Claim in Class 3 shall receive Cash in an amount equal to the Allowed Prepetition Term

[2] All capitalized terms used in this Notice but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
				Loan Claim (which, for the avoidance of doubt, may include all or a portion of the Prepetition Escrowed Amounts), in full satisfaction of such Claim, on or as soon as reasonably practicable after the Effective Date, or, in the case of the Prepetition Escrowed Amounts, when due in accordance with entry of a final, non-appealable order disposing of such Amounts.
4	Other Secured Claims	Unimpaired, Not Entitled to Vote	100%	With respect to holders of Claims in Class 4 (Other Secured Claims), except to the extent that a holder of an Allowed Other Secured Claim and the Debtors (with the consent of the Required Ad Hoc DIP Lenders) shall have agreed in writing to a less favorable treatment, at the sole option of the Debtors, in full and final satisfaction of such Claim, (i) each Allowed Other Secured Claim shall be reinstated and rendered Unimpaired in accordance with section 1124(2) of the Bankruptcy Code, notwithstanding any contractual provision or applicable nonbankruptcy law that entitles the holder of an Allowed Other Secured Claim to demand or receive payment of such Allowed Other Secured Claim prior to the stated maturity of such Allowed Other Secured Claim from and after the occurrence of a default, (ii) each holder of an Allowed Other Secured Claim shall receive Cash in an amount equal to such Allowed Other Secured Claim, including any interest on such Allowed Other Secured Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, on the later of (a) thirty (30) days after Effective Date, and (b) the date such Other Secured Claim becomes an Allowed Other Secured Claim, or as soon thereafter as is practicable (but no later than thirty (30) days after the date such Other Secured Claim becomes an Allowed Other Secured Claim) or (iii) each holder of an Allowed Other Secured Claim shall receive the Collateral securing its Allowed Other Secured Claim and any interest on such Allowed Other Secured Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, in full and complete satisfaction of such Allowed Other Secured Claim as soon as is practicable, on the later of (x) thirty (30) days after Effective Date and (y) the date such Other Secured Claim becomes an Allowed Other Secured Claim. Notwithstanding the foregoing, to the extent an Allowed Other Secured Claim arises on account of property taxes, such Allowed Other Secured Claim

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
				shall be treated as a Priority Tax Claim, and any applicable liens shall remain Unimpaired until such Allowed Other Secured Claim is paid in full. Any applicable interest shall be calculated in a manner consistent with section 511 of the Bankruptcy Code. Although all Other Secured Claims have been placed in one Class for purposes of nomenclature, each Other Secured Claim, to the extent secured by a Lien on Collateral different than that securing any Other Secured Claims, shall be treated as being in a separate sub-Class for the purpose of receiving Distributions under the Plan.
5A	General Unsecured Claims	Impaired, Entitled to Vote	5%-20% (plus interest)	With respect to holders of claims in Class 5A (General Unsecured Claims), the following treatment, as applicable, shall apply: (a) Each holder of an Allowed General Unsecured Claim, other than holders of such Claims who qualify for or participate in the Convenience Election or the Trade Election below, shall receive, in full and final satisfaction of such Allowed General Unsecured Claim, a one-time payment in Cash equal to ten percent (10%) of the Allowed amount of such Claim, to be paid six (6) months after the maturity date of the Term Loan Exit Facility. As of the Effective Date, such payment shall accrue quarterly paid-in-kind interest of five percent (5%) per annum and shall be subject to such additional terms as set forth in the Plan Supplement, which may include, among other things, a cap on recoveries based upon the total amount of Allowed General Unsecured Claims. (b) Convenience Election. Pursuant to the Convenience Election, (i) any holder of a General Unsecured Claim whose Allowed Claim amount is three thousand dollars ($3,000) or less and (ii) any holder of a General Unsecured Claim who elects to reduce the Allowed amount of its Claim to three thousand dollars ($3,000) shall receive, in lieu of any other recovery on account of its Allowed General Unsecured Claim and in full and final satisfaction of such Claim, a one-time payment in Cash of ten percent (10%) of the Allowed amount of such Claim, to be paid as soon as practicable after the Effective Date. For the avoidance of doubt, holders who elect to or are deemed to participate in the Convenience Election shall not be eligible to participate in the Trade Election

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
				discussed immediately below. (c) Trade Election. On or as soon as is reasonably practicable after the Effective Date, the Reorganized Debtors shall notify eligible Trade Claimants of their option to participate in the Trade Election. Pursuant to the Trade Election, each Trade Claimant who makes the Trade Election and provides the Reorganized Debtors with Customary Trade Terms for the Trade Payment Period shall receive the Trade Payment, in full and final satisfaction of such Allowed General Unsecured Claim and in lieu of any other recovery on account of such Claim. Trade Claimants who wish to participate in the Trade Election must notify the Reorganized Debtors of such Trade Election by the Trade Election Deadline. If any Trade Claimant who makes the Trade Election fails to provide Customary Trade Terms to the Reorganized Debtors for the Trade Payment Period, such Trade Claimant shall no longer be entitled to the Trade Payment and shall instead receive the Distribution set forth in Article IV.E.1.a above for holders of Allowed General Unsecured Claims. A Trade Ombudsman shall be designated to monitor the Trade Election, mediate and enforce the Customary Trade Terms, and resolve any disputes concerning the distributions of the Trade Payments. (d) Change of Control. In the event of a Change of Control, all amounts due to holders of Allowed General Unsecured Claims, as of the time of such Change of Control, on account of such Allowed General Unsecured Claims pursuant to Articles IV.E.1.a and IV.E.1.c, shall be payable as soon as reasonably practicable after such Change of Control occurs.
5B	Noteholder Unsecured Claims	Impaired, Entitled to Vote	5%	With respect to holders of claims in Class 5B (Noteholder Unsecured Claims), such holders shall receive their Pro Rata share of five percent (5%) of New SSI Common Stock on account of such Noteholder Unsecured Claims.
6	Equity Interests in School Specialty, Inc.	Impaired, Not Entitled to Vote	0.0%	With respect to the holders of equity interests in Class 6 (Equity Interests in School Specialty, Inc.), such holders shall neither receive distributions nor retain any property under the Plan on account of such Equity Interests. On the Effective Date, Equity Interests in SSI shall be

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
				canceled and extinguished and shall be of no further force and effect, whether surrendered for cancelation or otherwise.

INJUNCTIONS, RELEASES, AND EXCULPATION

8. The Plan contains certain injunction, release, and exculpation provisions as set forth below.

a. Releases by the Debtors

On the Effective Date, the Debtors and the Reorganized Debtors, on behalf of themselves and their estates, shall be deemed to release unconditionally (a) all of their respective officers, directors, employees, partners, advisors, attorneys, financial advisors, accountants, and other professionals, who served in such capacities on or after the Petition Date, (b) (i) the DIP Agents and the Bayside DIP Agent, (ii) the DIP Collateral Agents, (iii) the Notes Indenture Trustee and (iv) the Prepetition Agents, (c) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of each of the DIP Agents, the Bayside DIP Agent, DIP Collateral Agents, the Notes Indenture Trustee and the Prepetition Agents, (d) the DIP Lenders and the Prepetition Lenders, (e) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the DIP Lenders, and the Prepetition Lenders, (f) the members of the Creditors Committee and the Noteholders, and (g) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the Creditors Committee and the Noteholders (collectively, the "Released Parties" and each a "Released Party") from any and all claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon actions taken solely in their respective capacities described above for any omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, or the Plan, except that (i) no individual shall be released from any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the Reorganized Debtors shall not relinquish or waive the right to assert any of the foregoing as a legal or equitable defense or right of set off or recoupment against any Claims of any such persons asserted against the Debtors, (iii) the foregoing release shall not apply to any obligations that remain outstanding in respect of loans or advances made to individuals by the Debtors, and (iv) the foregoing release applies to the Released Parties solely in their respective capacities described above. For the avoidance of doubt, the Debtors shall release the Noteholders, only to the extent permitted by law and to the extent that such Noteholders vote in favor of the plan and do not mark their ballots to indicate their refusal to grant the releases of the Released Parties provided for in the Plan.

b. Releases by non-Debtors

On the Effective Date, the DIP Lenders, the Prepetition Lenders and all Persons who directly or indirectly, have held, hold, or may hold Claims, and (a) vote to accept the Plan as set forth on the relevant Ballot, and do not mark their Ballot to indicate their refusal to grant the releases provided in this paragraph, or (b) are presumed to have voted to accept the plan under section 1126(f) of the Bankruptcy code shall be deemed, by virtue of their receipt of Distributions and/or other treatment contemplated under the Plan, to have forever released and covenanted with the Reorganized Debtors and the Released Parties not to (x) sue or otherwise seek recovery from any of the Reorganized Debtors or any Released Party on account of any Claim in any way related to the Debtors or their business and affairs, the Chapter 11 Cases, the Disclosure Statement, or the Plan, including but not limited to any Claim based upon tort, breach of contract, violations of federal or state securities laws or otherwise, based upon any act, occurrence, or failure to act from the beginning of time through the Effective Date or (y) assert against any of the Reorganized Debtors or

any Released Party any claim, obligation, right, cause of action or liability that any holder of a Claim or Equity Interest may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, or occurrence from the beginning of time through the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, the Disclosure Statement or the Plan, provided, however, (i) none of the Released Parties shall be released from any claim primarily based on any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the foregoing release shall not apply to obligations arising under the Plan, (iii) the foregoing release shall not be construed to prohibit a party in interest from seeking to enforce the terms of the Plan, and (iv) the foregoing release shall not apply to any indemnification and other surviving obligation as set forth in the Plan.

c. Exculpation

As of the Effective Date, the Debtors, the Reorganized Debtors, the Creditors Committee, the Notes Indenture Trustee and with respect to all of the foregoing, their respective officers, directors, members, managers, attorneys and advisors shall have no liability whatsoever to any holder or purported holder of an Administrative Claim, a Claim, or an Equity Interest for any act or omission in connection with, or arising out of, the Plan, the Disclosure Statement, the negotiation of the Plan and the Disclosure Statement, the negotiation of the documents included in the Plan Supplement, the pursuit of approval of the Disclosure Statement or the solicitation of votes for confirmation of the Plan, the Chapter 11 Cases, the consummation of the Plan, the administration and implementation of the Plan or the property to be distributed under the Plan, or any transaction contemplated by the Plan, the Disclosure Statement or in furtherance thereof except for any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Released Parties from liability.

Parties are encouraged to review the Plan and Disclosure Statement for additional information.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before **May 9, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline") and must (a) be in writing, (b) state the name and address of the objecting party, (c) state the amount and nature of the Claim or Equity Interest of such party, (d) state with particularity the basis and nature of any objection to the Plan, and (e) be served on, so as to be received by, the following parties on or before the Confirmation Objection Deadline: (i) the Debtors, School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer (mike.lavelle@schoolspecialty.com), W6316 Design Drive, Greenville, WI 54942; (ii) co-counsel for the Debtors, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein & Lauren Shumejda (jsaferstein@paulweiss.com, lshumejda@paulweiss.com) , 1285 Avenue of the Americas, New York, NY 10019 and (c) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin (pmorgan@ycst.com, mkandestin@ycst.com), Rodney Square, 1000 North King Street, Wilmington, DE 19801; (iii) counsel for the ABL Lenders (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs (randall.klein@goldbergkohn.com, jeremy.downs@goldbergkohn.com), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath (heath@RLF.com), One Rodney Square, 920 North King Street, Wilmington, DE 19801; (iv) counsel for the Ad Hoc DIP Lenders, (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield (khansen@stroock.com, jcanfield@stroock.com), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter (cmwinter@duanemorris.com), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801; (v) counsel for the Creditors' Committee, (a) Brown Rudnick LLP, Attn: Robert J. Stark (rstark@brownrudnick.com), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl (SPohl@brownrudnick.com), One Financial Center, Boston, MA 02111, and (c) Venable LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801; and (vi) the U.S. Trustee, Attn: Juliet M. Sarkessian (Juliet.M.Sarkessian@usdoj.gov), 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801. **CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH**

HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

COPIES OF PLAN AND DISCLOSURE STATEMENT

Copies of the Plan and the Disclosure Statement may be obtained by parties in interest free of charge on Kurtzman Carson Consultants LLC's dedicated webpage related to these cases http://www.kccllc.net/SchoolSpecialty. Copies of the Plan and the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan and the Disclosure Statement may be obtained from counsel to the Debtors by request to Troy Bollman (tbollman@ycst.com), or viewed on the Internet at the Court's website (http://www.deb.uscourts.gov) by following the directions for accessing the ECF system on such website for a fee.

If you have any questions related to this notice, please call (877) 709-4758

Dated: _____, 2013
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Counsel for the Debtors and Debtors-in-Possession

Exhibit 4

Publication Notice

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May 9, 2013 at 4:00 p.m. (ET) **Confirmation Objection Deadline: May 9, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated April [22], 2013 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved the *Disclosure Statement for Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Disclosure Statement") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

CONFIRMATION HEARING

2. On May 13, 2013 at 10:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will be held before the Honorable Kevin J. Carey, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan"). The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Confirmation Hearing.

ENTITLEMENT TO VOTE ON PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of Claims[2] that are unimpaired by the Plan are deemed to have accepted the Plan and therefore are not entitled to vote on the Plan. Holders of Claims against the Debtors that are impaired by the Plan and that will receive a distribution on account of such Claims are entitled to vote on the Plan. Holders of Equity Interests that will receive no distribution under the

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

[2] All capitalized terms used in this Notice but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

Plan are deemed to have rejected the Plan and therefore are not entitled to vote.

4. April [22], 2013 has been established by the Court as the record date (the "Record Date") for determining the creditors entitled to receive solicitation or notice materials in connection with the Plan.

5. If you wish to have your Claim allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received and wish to have your Claim temporarily allowed for voting purposes only, you must serve on the Debtors and file with the Court, on or before April 29, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on or before May 13, 2013.

DEADLINE FOR VOTING ON THE PLAN

9. By the Disclosure Statement Order, the Court established May 9, 2013 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline") as the deadline by which Ballots accepting or rejecting the Plan must be received. To be counted, your original Ballot must actually be received on or before the Voting Deadline by Kurtzman Carson Consultants LLC (the "Claims Agent"). Ballots may be sent by first class mail or overnight mail to School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245, during normal business hours. If you are a holder of a claim in Class 5A (a "Class 5A Claimant"), you may submit your signed, completed Ballot via electronic mail on or before the Voting Deadline to the Claims Agent at SSIBallots@kccllc.com. If you are an individual holder of the 3.75% Convertible Subordinated Notes due 2026 (a "Class 5B Claimant"), you must mail your original Ballot to the Nominee that provided the Ballot to you, so that it is actually received by the Nominee on or before the Voting Deadline. Except with respect to Ballots submitted by Class 5A Claimants, in the Debtors' sole discretion, any Ballot transmitted to the Claims Agent by facsimile or other electronic means shall not be counted.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before **May 9, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline") and must (a) be in writing, (b) state the name and address of the objecting party, (c) state the amount and nature of the Claim or Equity Interest of such party, (d) state with particularity the basis and nature of any objection to the Plan, and (e) be served on so as to be received by the following parties on or before the Confirmation Objection Deadline: (i) the Debtors, School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer (mike.lavelle@schoolspecialty.com), W6316 Design Drive, Greenville, WI 54942; (ii) co-counsel for the Debtors, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein & Lauren Shumejda (jsaferstein@paulweiss.com, lshumejda@paulweiss.com) , 1285 Avenue of the Americas, New York, NY 10019 and (c) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin (pmorgan@ycst.com, mkandestin@ycst.com), Rodney Square, 1000 North King Street, Wilmington, DE 19801; (iii) counsel for the ABL Lenders (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs (randall.klein@goldbergkohn.com, jeremy.downs@goldbergkohn.com), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath (heath@RLF.com), One Rodney Square, 920 North King Street, Wilmington, DE 19801; (iv) counsel for the Replacement DIP Lenders, (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield (khansen@stroock.com, jcanfield@stroock.com), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter (cmwinter@duanemorris.com), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801; (v) counsel for the Creditors' Committee, (a) Brown Rudnick LLP, Attn: Robert J. Stark (rstark@brownrudnick.com), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl (SPohl@brownrudnick.com), One Financial Center, Boston, MA 02111, and (c) Venable LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801; and (vi) the U.S. Trustee, Attn: Juliet M. Sarkessian (Juliet.M.Sarkessian@usdoj.gov), 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801. **CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH**

HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

COPIES OF PLAN, DISCLOSURE STATEMENT, DISCLOSURE STATEMENT ORDER & PLAN SUPPLEMENT

Copies of the Plan, Disclosure Statement, and Disclosure Statement Order may be obtained by parties in interest free of charge on Kurtzman Carson Consultants LLC's dedicated webpage related to these cases http://www.kccllc.net/SchoolSpecialty. Copies of the Plan and the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Court, 3rd Floor, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan and the Disclosure Statement may be obtained from counsel to the Debtors by request to Troy Bollman (tbollman@ycst.com), or viewed on the Internet, for a fee, at the Court's website (http://www.deb.uscourts.gov) by following the directions for accessing the ECF system on such website. The Debtors will file the Plan Supplement on or before May 6, 2013, at which time the Plan Supplement may be obtained through the means described in this paragraph.

If you have any questions related to this notice, please call (877) 709-4758

Dated: _____, 2013
Wilmington, Delaware

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Counsel to the Debtors and Debtors-in-Possession

Exhibit 5

Cure Notice

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Cure Objection Deadline: May 9, 2013 at 4:00 p.m. (ET) **Deadline to Object to Adequate Assurance of Future Performance: May 9, 2013 at 4:00 p.m. (ET)** **Voting Deadline: May 9, 2013 at 4:00 p.m. (ET)** **Confirmation Objection Deadline: May 9, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

NOTICE OF (I) POSSIBLE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES (II) FIXING OF CURE AMOUNTS AND (III) DEADLINE TO OBJECT TO CURE AMOUNTS AND ADEQUATE ASSURANCE OF FUTURE PERFORMANCE

PLEASE TAKE NOTICE that on March 19, 2013, School Specialty, Inc. and its affiliated debtors and debtors-in-possession in the above-captioned cases (each a "Debtor," and collectively, the "Debtors") filed in the United States Bankruptcy Court for the District of Delaware (the "Court") the *Motion of the Debtors for Order: (A) Approving Disclosure Statement; (B) Fixing Voting Record Date; (C) Approving Solicitation Materials and Procedures for Distribution Thereof; (D) Approving Forms of Ballots and Establishing Procedures for Voting on Plan; (E) Scheduling Hearing and Establishing Notice and Procedures for Filing Objections to (I) Confirmation of the Plan, and (II) Proposed Cure Amounts Related to Contracts and Leases to be Assumed Under the Plan, and (F) Granting Related Relief* [Docket No. 601] (the "Disclosure Statement Motion"), which the Court approved by Order on April [22], 2013 [Docket No. ___] (the "Disclosure Statement Order"). The Disclosure Statement Motion sought approval of, among other things, procedures for the fixing of Cure Amounts (as defined below) in connection with the potential assumption of certain executory contracts and unexpired leases (each a "Contract" or a "Lease," and together, the "Contracts and Leases") pursuant to the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 599] (as the same may be amended, modified, and/or supplemented, the "Plan"), and the deadline to object to such Cure Amounts and assumptions.

PLEASE TAKE FURTHER NOTICE that on the schedule annexed hereto as Exhibit A, the Debtors have indicated the cure amounts that the Debtors believe must be paid to compensate the non-Debtor counterparties to the Contracts and Leases for any actual pecuniary losses arising from any defaults under the Debtors' Contracts and Leases being assumed under the Plan with such non-Debtor parties (in each instance, the "Cure Amount").

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[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

PLEASE TAKE FURTHER NOTICE that any party objecting to (i) the Cure Amounts, whether or not such party previously has filed a proof of claim with respect to amounts due under the applicable agreement, (ii) the potential assumption of such Contracts and Leases, or (iii) the Debtors' ability to provide adequate assurance of future performance under such Contracts and Leases, shall be required to file and serve an objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Contracts and Leases and/or any and all objections to the potential assumption of such agreements, together with all documentation supporting such cure claim or objection. Any objections to the proposed assumption of the Contract(s) and/or the corresponding Cure Amount(s), must be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon each of the following notice parties so that the objection is received no later than **May 9, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Cure Objection Deadline"), and any objections to the Debtors' ability to provide adequate assurance of future performance under the Contracts and Leases (the "Adequate Assurance Objection Deadline") must be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon each of the following notice parties so that the objection is received no later than **May 9, 2013 at 4:00 p.m. (prevailing Eastern Time)**:

The Debtors: School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer (mike.lavelle@schoolspecialty.com), W6316 Design Drive, Greenville, WI 54942, with a copy to (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein & Lauren Shumejda (jsaferstein@paulweiss.com, lshumejda@paulweiss.com) , 1285 Avenue of the Americas, New York, NY 10019 and (c) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin (pmorgan@ycst.com, mkandestin@ycst.com), Rodney Square, 1000 North King Street, Wilmington, DE 19801.

The ABL Lenders: (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs (randall.klein@goldbergkohn.com, jeremy.downs@goldbergkohn.com), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath (heath@RLF.com), One Rodney Square, 920 North King Street, Wilmington, DE 19801.

The Ad Hoc DIP Lenders: (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield (khansen@stroock.com, jcanfield@stroock.com), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter (cmwinter@duanemorris.com), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801.

The Creditors' Committee: (a) Brown Rudnick LLP, Attn: Robert J. Stark (rstark@brownrudnick.com), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl (SPohl@brownrudnick.com), One Financial Center, Boston, MA 02111, and (c) Venable LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801.

The Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attention: Juliet Sarkessian (Juliet.M.Sarkessian@usdoj.gov).

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed and the parties are unable to settle such objection, a hearing with respect to the assumption of your Contract or Lease and/or your Cure Amount will be held at the time of the Confirmation Hearing on May 13, 2013 at 10:00 a.m. (prevailing Eastern Time), or such other hearing date that the Court orders, or such other hearing date to which the parties may mutually agree, before the Honorable Kevin J. Carey, Judge of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5,

Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that in the event that no Cure Objection is timely filed with respect to a Contract or Lease, the counterparty to such Contract or Lease shall be deemed to have consented to the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Cure Objection is filed with respect to a Contract or Lease, upon the Effective Date of the Plan, the Reorganized Debtors and the counterparty to such Contract or Lease shall enjoy all of the rights and benefits under the Contract or Lease without the necessity of obtaining any party's written consent to the Debtors' assumption of the Contract or Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition or otherwise restrict the Debtors' assumption of the Contract or Lease.

PLEASE TAKE FURTHER NOTICE that if you agree with assumption of your Contract or Lease and the Cure Amount indicated, you need not take any further action.

PLEASE TAKE FURTHER NOTICE that the inclusion of a Contract or Lease herein is without prejudice to the Debtors' right to modify their election to assume or to reject such Contract or Lease prior to the entry of a final, non-appealable order (which order may be the confirmation order) deeming such Contract or Lease assumed or rejected, and inclusion of a Contract or Lease herein is not a final determination that such Contract or Lease will, in fact, be assumed.

PLEASE TAKE FURTHER NOTICE that the inclusion of a Contract or Lease herein shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Dated: _____, 2013
Wilmington, Delaware

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Counsel to the Debtors and Debtors-in-Possession

EXHIBIT 2

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SCHOOL SPECIALTY, INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 13-10125 (KJC) Jointly Administered **Re: Docket Nos. ___**

ORDER: (A) APPROVING DISCLOSURE STATEMENT; (B) FIXING VOTING RECORD DATE; (C) APPROVING SOLICITATION MATERIALS AND PROCEDURES FOR DISTRIBUTION THEREOF; (D) APPROVING FORMS OF BALLOTS AND ESTABLISHING PROCEDURES FOR VOTING ON PLAN TABULATING VOTES; (E) SCHEDULING HEARING AND APPROVING NOTICE AND PROCEDURES FOR FILING OBJECTIONS TO (I) CONFIRMATION OF THE PLAN, AND (II) PROPOSED CURE AMOUNTS RELATED TO CONTRACTS AND LEASES ASSUMED UNDER THE PLAN; AND (F) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of School Specialty, Inc. and its affiliated debtors and debtors-in-possession in the above-captioned cases (each a "Debtor," and collectively, the "Debtors") for entry of an order, pursuant to sections 105, 502, 1125, 1126 and 1128 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 3001, 3003, 3017, 3018, 3020 and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 3017-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"): (a) approving the

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the Plan, as applicable.

Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Plan (as the same may be amended, modified, and/or supplemented, the "Disclosure Statement"); (b) fixing a voting record date for purposes of determining which holders of Claims against the Debtors are entitled to vote on the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan"); (c) approving solicitation materials and procedures for distribution of the Disclosure Statement and the Plan; (d) approving forms of Ballots and establishing procedures for voting on the Plan and tabulating votes with respect thereto; (e) scheduling a hearing and approving notice and procedures with respect to objecting to confirmation of the Plan and the proposed Cure Amounts with respect to the Assumed Contracts and Leases; and (f) granting related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having filed with the Court the Disclosure Statement and the Plan; and the Court having reviewed the Disclosure Statement, the Motion, and the responses thereto, if any; and the Court having found and determined that the legal and factual bases set forth in the Motion and at the hearing to consider same (the "Disclosure Statement Hearing") establish just cause for the relief granted herein; and sufficient notice of the Motion and the Disclosure Statement Hearing having been given; and no other or further notice being necessary or required; and it appearing to the Court, based upon the full record of these cases, that the Motion should be granted; and after due deliberation, and sufficient cause appearing therefor,

IT IS HEREBY FOUND THAT:

A. The Debtors have the full organizational authority to propose and prosecute the Plan and Disclosure Statement.

B. Notice of the Motion and the Disclosure Statement Hearing Notice were served as proposed in the Motion, and such notice constitutes good and sufficient notice to all interested parties and no other or further notice need be provided.

C. The period, set forth below, during which the Debtors may solicit acceptances to the Plan is a reasonable and adequate period of time under the circumstances for creditors entitled to vote to make an informed decision to accept or reject the Plan.

D. The procedures for the solicitation and tabulation of votes to accept or reject the Plan (as more fully set forth in the Motion and in this Order below) provide for a fair and equitable voting process, and are consistent with section 1126 of the Bankruptcy Code.

E. The notice substantially in the form annexed hereto as Exhibit 1 (the "Confirmation Hearing Notice"), the notice substantially in the form annexed hereto as Exhibit 3 (the "Non-Voting Creditor Notice"), the notice substantially in the form annexed hereto as Exhibit 4 (the "Publication Notice"), the notice substantially in the form annexed hereto as Exhibit 5 (the "Cure Notice"), and the procedures set forth below for providing such notices to creditors and equity security holders of the time, date, and place of the hearing to consider confirmation of the Plan (the "Confirmation Hearing"), and the contents of the Confirmation Hearing Notice and the Non-Voting Creditor Notice, comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties~~.~~, and to the extent any such notice periods have been shortened by the deadlines approved pursuant to this Order, the Debtors have established sufficient cause therefore as required by Bankruptcy Rule 9006(c).

F. The forms of Ballots annexed hereto as Exhibits 2-A, 2-B, and 2-C are sufficiently consistent with Official Form No. 14, adequately address the particular needs of these Chapter 11 Cases, and are appropriate for each Class of Claims that is entitled to vote to accept or reject the Plan.

NOW THEREFOR, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:**

1. The Motion is GRANTED as set forth herein.

2. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

3. ~~The first day of the Disclosure Statement Hearing or April 11~~April 22, 2013 is established as the record date (the "Record Date") for purposes of this Order and determining which creditors are entitled to vote on the Plan.

4. The Confirmation Hearing Notice, substantially in the form attached hereto as Exhibit 1, is approved.

5. The Confirmation Hearing shall be held at 10:00 a.m. (prevailing Eastern Time) on May 13, 2013; provided, however, that the Confirmation Hearing may be adjourned from time to time by the Court or the Debtors without further notice at any time prior to the commencement of the Confirmation Hearing.

6. Objections to confirmation of the Plan, if any, shall (a) be in writing; (b) state the name and address of the objecting party; (c) state the amount and nature of the Claim or Equity Interest of such party; (d) state with particularity the basis and nature of any objection to the Plan; and (e) be filed, together with proof of service, with the Court and served so that they are received by the parties identified in the Confirmation Hearing Notice or the Non-Voting

Creditor Notice no later than 4:00 p.m. (prevailing Eastern Time), on May ~~6~~9, 2013 (the "Confirmation Objection Deadline"). Objections to confirmation of the Plan not timely filed and served in the manner set forth above ~~shall~~may not be considered by the Court and ~~shall~~may be overruled. The Debtors and any parties supporting confirmation of the Plan may file replies to objections, if any, to confirmation of the Plan at any time prior to the commencement of the Confirmation Hearing.

7. The following Cure Procedures are approved for establishing the Cure Amounts for the executory contracts and leases to be assumed pursuant to the Plan ~~in the event of a Reorganization~~:

(a) the Debtors shall cause the *Notice of (I) Possible Assumption of Contracts and Leases, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto* (the "Cure Notice"), in a form substantially similar to the form ~~attached to the Proposed Order~~annexed hereto as Exhibit 5, to be served on the non-debtor parties to all executory contracts and unexpired leases to be assumed as part of the Plan (the "Assumed Contracts and Leases") by April ~~15~~26, 2013. Among other things, the Cure Notice shall set forth the amount that the Debtors believe must be paid in order to cure all monetary defaults under each of the Assumed Contracts and Leases;

(b) the non-debtor parties to the Assumed Contracts and Leases shall have until ~~April 29~~May 9, 2013 (the "Cure Objection Deadline"), which deadline may be extended in the sole discretion of the Debtors, to object (each, a "Cure Objection") to the (i) Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (ii) proposed assumption of the Assumed Contracts and Leases under the Plan; provided, however, that if the Debtors amend the Cure Notice or any related pleading that lists the Assumed Contracts and Leases to add a contract or lease or to reduce the cure amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-debtor party thereto shall have at least seven calendar days after service of such amendment to object thereto or to propose an alternative cure amount(s);

(c) If a Cure Objection is timely filed and the parties are unable to settle such Cure Objection, the Court shall determine the amount of any disputed Cure Amount(s) or objection to assumption at a hearing to be held at the time of the Confirmation Hearing or such other hearing date to which the parties may mutually agree or as ordered by the Court. The Debtors may,

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in their sole discretion, extend the Cure Objection Deadline without further notice, but are not obligated to do so; and

(d) in the event that no Cure Objection is timely filed with respect to an Assumed Contract or Lease, the counterparty to such Assumed Contract or Lease shall be deemed to have consented to the assumption of the Assumed Contract or Lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Cure Objection is filed with respect to an Assumed Contract or Lease, upon the Effective Date of the Plan, the Reorganized Debtors and the counterparty to such Assumed Contract or Lease shall enjoy all of the rights and benefits under the Assumed Contract or Lease without the necessity of obtaining any party's written consent to the Debtors' assumption of the Assumed Contract or Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition or otherwise restrict the Debtors' assumption of the Assumed Contract or Lease.

8. Counterparties to the Assumed Contracts or Leases shall assert objections, if any, to the Debtors' ability to provide adequate assurance of future performance under such Assumed Contract or Lease (an "Adequate Assurance Objection"), on or before May ~~10~~9, 2013 at 4:00 p.m. (prevailing Eastern Time), and such Adequate Assurance Objections, if any, shall (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the Court; and (d) be served upon the notice parties set forth in the Cure Notice.

9. The inclusion of a Contract or Lease in the Cure Notice is without prejudice to the Debtors' right to modify their election to assume or to reject such Contract or Lease prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) approving the assumption of any such Assumed Contract or Lease, and inclusion in the Cure Notice is not a final determination that any Contract or Lease shall, in fact, be assumed.

10. In addition to the parties receiving the Solicitation Packages and the Non-Voting Creditor Notices, the Debtors shall cause to be served, on a rolling basis, on or before the Solicitation Completion Date~~,~~ (April 26, 2013), the Confirmation Hearing Notice on the Notice Parties.[3]

11. The Debtors shall publish the Publication Notice, the form of which as annexed hereto as Exhibit 4, is hereby approved, ~~at least 18 days~~on or before ~~the Confirmation Objection Deadline~~April 30, 2013 in the national edition of one of the Wall Street Journal, the New York Times, or USA Today. Additionally, the Debtors shall post the Confirmation Hearing Notice electronically on their case-dedicated website at http://www.kccllc.net/SchoolSpecialty.

12. ~~The Debtors shall mail or cause to be mailed to~~ With respect to holders of Claims in Class 5A entitled to vote on the Plan ~~(the "Voting Parties"),~~[4], on a rolling basis, the Debtors shall mail or cause to be mailed to such holders of Claims on or before April ~~15~~26, 2013 (the "Solicitation Completion Date"), a solicitation package (the "Solicitation Package"), containing: (i) the Confirmation Hearing Notice, which shall set forth (a) this Court's approval of the Disclosure Statement, (b) the Voting Deadline with respect to the Plan, (c) the date and time of the Confirmation Hearing, and (d) the deadline and procedures for filing objections to confirmation of the Plan; (ii) a CD containing a copy of this Order (without exhibits) and a copy of the Disclosure Statement (together with the Plan and other exhibits annexed thereto); and (iii)

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[3] The Notice Parties include all known creditors of the Debtors, including, without limitation, (a) the U.S. Trustee; (b) counsel to the agents for the Debtors' prepetition secured lenders; (c) the Securities and Exchange Commission; (d) the United States Attorney's Office for the District of Delaware; (e) the Department of Justice; (f) the Internal Revenue Service (including the Delaware and Washington, D.C. offices); (g) the relevant federal, state and local taxing authorities at their statutory addresses; (h) the relevant state and local environmental agencies; and (i) parties who have filed a request for service in these cases in accordance with Bankruptcy Rule 2002 as of the day prior to service.

[4] ~~The Voting Parties consist of holders of Claims in Classes 5A (General Unsecured Claims) and 5B (Noteholder Unsecured Claims). As outlined in paragraphs 22-24 of this Order, the Nominees will be responsible for the distribution of Solicitation Packages to holders of Claims in Class 5B.~~

the appropriate Ballot to accept or reject the Plan and a postage prepaid, self-addressed, return envelope.

13. With respect to holders of Claims in Class 5B, the Claims Agent shall serve the contents of the Solicitation Packages on the appropriate Nominees via overnight mail. The Nominees shall then distribute Solicitation Packages to Individual Claimants via overnight mail and will supply return overnight mail envelopes for the return of the Individual Ballots to the Nominees. The Claims Agent shall also serve the contents of the Solicitation Packages on the Nominees with respect to holders of Claims in Class 5B via electronic mail within two business days of entry of this Order.

~~13.~~14. The Solicitation Packages and the proposed manner of service thereof satisfy the requirements of Bankruptcy Rule 3017(d~~).~~) under the circumstances.

~~14.~~15. Pursuant to Bankruptcy Rule 3017(d), the Debtors are not required to transmit a Solicitation Package to the Non-Voting Parties. The Debtors shall mail, or cause to be mailed, a Non-Voting Creditor Notice to each Non-Voting Party on or before the Solicitation Completion Date.

~~15.~~16. The Debtors shall cause to be served on or before the Solicitation Completion Date, the Solicitation Packages, Confirmation Hearing Notices, and Non-Voting Creditor Notices, as described in paragraphs 12 and 13 above, as applicable, to:

(a) all persons or entities identified on the Debtors' schedules of assets of liabilities filed pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007 (as amended or modified prior to the Record Date, the "Schedules"), excluding scheduled Claims that have been (i) superseded by a filed proof of claim prior to the Record Date, (ii) disallowed or expunged, or (iii) paid in full, shall receive the following:

(i) if they are entitled to vote to accept or reject the Plan, a Solicitation Package and a Confirmation Hearing Notice, or

(ii) if they are not entitled to vote to accept or reject the Plan, a Non-Voting Creditor Notice;

(b) ~~with respect to holders~~all Nominees (as defined below) of Claims in Class 5B (Noteholder Unsecured Claims), ~~the Nominees (as defined below),~~ for subsequent distribution to beneficial owners of such Claims;

(c) all parties who filed proofs of claim, as reflected on the official claims register maintained by the Claims Agent on the Record Date, and whose Claims have not been disallowed or expunged prior to the Solicitation Date, shall receive the following:

(i) if they are entitled to vote to accept or reject the Plan, a Solicitation Package and a Confirmation Hearing Notice, or

(ii) if they are not entitled to vote to accept or reject the Plan, a Non-Voting Creditor Notice;

(d) the assignee of a transferred and assigned Claim (whether a filed Claim or a Claim included on the Schedules) if the transfer and assignment has been noted on the Court's docket and is effective pursuant to Bankruptcy Rule 3001(e) on the Record Date, shall receive the following:

(i) if they are entitled to vote to accept or reject the Plan, a Solicitation Package and a Confirmation Hearing Notice, or

(ii) if they are not entitled to vote to accept or reject the Plan, a Non-Voting Creditor Notice;

(e) The Notice Parties, as well as all creditors and applicable federal and state regulatory authorities, shall receive the Confirmation Hearing Notice, and if any such parties described in this subsection (e) are entitled to vote, such parties shall also receive a Solicitation Package.

~~16.~~17. The Debtors will mail, or cause to be mailed, the Confirmation Hearing Notice to all of the known counterparties to each of the Contracts and Leases.

~~17.~~18. With respect to addresses from which one or more prior notices served in these cases were returned as undeliverable and with respect to which the Debtors have not timely received corrected address information, the Debtors are excused from distributing Solicitation Packages, Confirmation Hearing Notices, and Non-Voting Creditor Notices, as applicable, to

those entities listed at such addresses if the Debtors are unable to obtain accurate addresses for such entities before the Solicitation Date.

~~18.~~19. The Debtors are excused from re-distributing Solicitation Packages, the Confirmation Hearing Notice, and Non-Voting Creditor Notices that are returned as undeliverable.

~~19.~~20. The Debtors are authorized to make non-substantive changes to the Disclosure Statement, the Plan, the Confirmation Hearing Notice, the Non-Voting Creditor Notice, the Publication Notice, the Cure Notice, and related documents without further order of the Court, including, without limitation, ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the Disclosure Statement, the Plan and any other materials in the Solicitation Packages prior to mailing.

~~20.~~21. May ~~6~~9, 2013 at 4:00 p.m. (prevailing Eastern Time) is established as the voting deadline (the "Voting Deadline") for purposes of this Order and solicitation of votes with respect to the Plan.

~~21.~~22. The Ballots, substantially in the form attached hereto as Exhibits 2-A, 2-B, and 2-C are approved.

~~22.~~23. All Ballots of holders of Claims in Classes 5A and 5B must be properly executed, completed, and the original thereof shall be delivered to the Claims Agent so as to be actually received no later than the Voting Deadline. Holders of Claims in Class 5A entitled to vote on the Plan may also submit their completed Ballots via electronic mail to the Claims Agent at SSIBallots@kccllc.com.

~~23.~~24. As promptly as possible following its receipt of the Solicitation Packages from the Debtors or the Claims Agent, the Nominees shall distribute such Solicitation Packages

to the Individual Claimants in Class 5B via overnight mail with instructions to the Individual Claimants to complete their Ballots and return such Ballots to their Nominee on or before the Voting Deadline. Holders of Claims in Class 5B (Noteholder Unsecured Claims) must transmit their Ballots directly to the Nominees ~~in sufficient time~~ prior to the Voting Deadline ~~to process the Ballots.~~. The ~~Nominee~~Nominees shall take all reasonable and necessary measures to facilitate collection of Ballots from the Individual Claimants on or before the Voting Deadline. Upon return of the Ballots to the Nominees, the Nominees shall tabulate the Ballots on the Master ~~Ballot~~Ballots.

~~24.~~25. The ~~Nominee~~Nominees shall submit properly executed and completed Master Ballots so as to be received before the Voting Deadline by the Claims Agent. The Nominees must retain each original Ballot that ~~it receives~~they receive for one year following submission of the Master ~~Ballot~~Ballots.

~~25.~~26. The following additional procedures shall be followed with respect to the holders of Claims in Class 5B (Noteholder Unsecured Claims), the Master Ballots submitted by the Nominees, and the tabulation of votes cast:

(a) Only claimants in Class 5B (Noteholder Unsecured Claims) as reflected in the records (the "Record Amount") maintained by DTC as of the close of business on the Record Date shall be entitled to vote.

(b) Votes submitted by the Nominees, pursuant to Master Ballots, shall not be counted in excess of the Record Amount held by the Nominees.

(c) The Nominees shall summarize on the Master Ballots all Ballots cast by the holders of Claims in Class 5B and return the Master Ballots to the Claims Agent on or before the Voting Deadline.

(d) To the extent that conflicting votes or "overvotes" are submitted by the Nominees on Master Ballots, the Claims Agent, in good faith, shall attempt to reconcile discrepancies with the Nominees.

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(e) To the extent that overvotes submitted by the Nominees on the Master Ballots are not reconcilable prior to the preparation of the vote certification, the Claims Agent shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot that contains the overvote, but only to the extent of the position maintained by such Nominees as of the Record Date.

(f) Each holder of a claim in Class 5B shall be deemed to have voted the full amount of its claim.

~~26.~~27. For purposes of voting on the Plan, the amount of a claim held by a creditor shall be determined pursuant to the following guidelines:

(a) The claim listed in a Debtor's schedules of liabilities, provided that (i) such claim is not scheduled as contingent, unliquidated or disputed, and (ii) no proof of claim has been ~~timely filed (or otherwise deemed timely filed by the Court under applicable law).~~filed.

(b) The noncontingent and liquidated amount specified in a proof of claim ~~timely~~ filed with the Court or the Claims Agent ~~(or otherwise deemed timely filed by the Court under applicable law)~~ to the extent the proof of claim is not the subject of an objection, or an objection by the Debtors to a claim amount solely for voting purposes, filed no later than 4:00 p.m. (prevailing Eastern Time) on April ~~15~~26, 2013 ~~(the "Solicitation Date")~~ (or, if such claim has been resolved pursuant to a stipulation or order entered by the Court, or otherwise resolved by the Court, the amount set forth in such stipulation or order).

(c) The amount temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), provided that a motion is brought, notice is provided and a hearing is held at or prior to the Confirmation Hearing, in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

(d) Claims filed for zero dollars ($0.00) shall be disallowed for voting purposes.

(e) Claims that are filed in wholly contingent, unliquidated or unknown amounts that are not the subject of an objection filed by the Solicitation Date, shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, in the amount of $1.00 each.

~~27.~~28. Creditors seeking to have a claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a) must file and serve

notice of hearing on a motion (the "Claims Estimation Motion") for such relief no later than 4:00 p.m. (prevailing Eastern Time) on ~~April 29~~May 9, 2013. The Court will schedule a hearing on such motion to be heard at ~~or prior to~~ the Confirmation Hearing.

~~28.~~29. The following procedures and general assumptions shall be used in tabulating the Ballots:

(a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class shall be aggregated as if such creditor held one claim against the Debtors in such class, and the votes related to such claims shall be treated as a single vote to accept or reject the Plan.

(b) Creditors must vote all of their claims within a particular class either to accept or reject the Plan and may not split their vote. Accordingly, an individual ~~ballot~~Ballot with respect to multiple claims within a single class that partially rejects and partially accepts the Plan shall not be counted.

(c) Ballots that fail to indicate an acceptance or rejection of the Plan or that indicate both acceptance and rejection of the Plan, but which are otherwise properly executed and received prior to the Voting Deadline, shall not be counted.

(d) Only ~~ballots~~Ballots that are timely received with original signatures shall be counted. Unsigned ~~ballots~~Ballots or ~~ballots~~Ballots with non-original signatures shall not be counted.

(e) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, shall not be counted.

(f) Ballots which are illegible, or contain insufficient information to permit the identification of the creditor, shall not be counted.

(g) Whenever a creditor casts more than one ~~ballot~~Ballot voting the same claim prior to the Voting Deadline, the last valid ~~ballot~~Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior ~~ballots~~Ballots.

(h) If a creditor simultaneously casts inconsistent duplicate ~~ballots~~Ballots with respect to the same claim, such ~~ballots~~Ballots shall not be counted.

(i) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form,

eligibility (including time of receipt), acceptance, and revocation or withdrawal of ~~ballots~~Ballots shall be determined by the Claims Agent and the Debtors, which determination shall be final and binding.

(j) Any Ballot containing a vote that this Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code shall not be counted.

(k) Any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan shall not be counted.

(l) Except in the Debtors' sole discretion, any Ballot transmitted to the Claims Agent by facsimile or other electronic means shall not be counted.

(m) Notwithstanding anything contained herein to the contrary, the Claims Agent, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.

(n) Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors or the Court determines. Neither the Debtors nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of ballots, nor shall any incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, ~~deliver~~delivery of such ~~ballots~~Ballots shall not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) shall not be counted.

(o) The Debtors, in their discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting and without notice. Except as provided below, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may reject such Ballot as invalid, and therefore, decline to utilize it in connection with confirmation of the Plan by the Court; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.

(p) Subject to contrary order of the Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form, the acceptance of which would, in the opinion of the Debtors, not be in accordance with the provisions of the Bankruptcy Code; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.

~~29.~~30. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, none of the Debtors or the ~~Creditors~~Creditors' Committee (including each of their respective directors, officers, employees, shareholders, members, partners, agents, or representatives (including attorneys, accountants, financial advisors, and investment bankers), each solely in their capacity as such) shall have any liability on account of soliciting votes on the Plan or participating in such solicitation, for violation of any applicable law, rule, or regulation governing solicitation of acceptance or rejection of a plan or the offer, issuance, sale, or purchase of securities.

~~30.~~31. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, no party that submits a letter recommending that creditors vote to accept or reject the Plan (a "Plan Recommendation Letter"), shall have any liability on account of having submitted such Plan Recommendation Letter or on account of the inclusion of such Plan Recommendation Letter in the Solicitation Packages for violation of any applicable law, rule or regulation governing solicitation of acceptance or rejection of a plan.

~~31.~~32. The Debtors are authorized to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Court, including, but not limited to, the making of any payments reasonably necessary to perform the actions and distributions contemplated herein.

~~32.~~33. This Court shall retain jurisdiction with respect to all matters related to this Order.

Dated: _____, 2013
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Confirmation Hearing Notice

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May 69, 2013 at 4:00 p.m. (ET) **Confirmation Obj. Deadline: May 69, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated ~~April 11~~[22], 2013 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved the *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Disclosure Statement") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

CONFIRMATION HEARING

2. On May 13, 2013 at 10:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will be held before the Honorable Kevin J. Carey, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan"). The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Confirmation Hearing.

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

ENTITLEMENT TO VOTE ON PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of Claims[2] that are unimpaired by the Plan are deemed to have accepted the Plan and therefore are not entitled to vote on the Plan. Holders of Claims against the Debtors that are impaired by the Plan and that will receive a distribution on account of such Claims are entitled to vote on the Plan. Holders of Equity Interests that will receive no distribution under the Plan are deemed to have rejected the Plan and therefore are not entitled to vote.

4. April ~~11~~22, 2013 has been established by the Court as the record date (the "Record Date") for determining the creditors entitled to receive solicitation or notice materials in connection with the Plan.

5. If you wish to have your Claim allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received and wish to have your Claim temporarily allowed for voting purposes only, you must serve on the Debtors and file with the Court, on or before April 29, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on or before May 13, 2013.

DEADLINE FOR VOTING ON THE PLAN

~~5.~~6. **By the Disclosure Statement Order, the Court established May ~~6~~9, 2013 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline") as the deadline by which Ballots accepting or rejecting the Plan must be received.** To be counted, your original Ballot must actually be received on or before the Voting Deadline by Kurtzman Carson Consultants LLC (the "Claims Agent"). Ballots may be sent by first class mail or overnight mail to School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245~~, during normal business hours.~~. If you are a holder of a claim in Class 5A (a "Class 5A Claimant"), you may submit your signed, completed Ballot via electronic mail on or before the Voting Deadline to the Claims Agent at SSIBallots@kccllc.com. If you are an individual holder of the 3.75% Convertible Subordinated Notes due 2026 (a "Class 5B Claimant"), you must mail your original, signed Ballot to the Nominee that provided the Ballot to you on or before the Voting Deadline. ~~Except~~Except with respect to Ballots submitted by Class 5A Claimants, in the Debtors' sole discretion, any Ballot transmitted to the Claims Agent by facsimile or other electronic means shall not be counted.

INJUNCTIONS, RELEASES, AND EXCULPATION

~~6.~~7. The Plan contains certain injunction, release, and exculpation provisions as set forth below.

a. Releases by the Debtors

[2] All capitalized terms used in this Notice but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

~~ON THE EFFECTIVE DATE, THE DEBTORS AND THE DEBTOR REPRESENTATIVE, ON BEHALF OF THEMSELVES AND THEIR ESTATES, SHALL BE DEEMED TO RELEASE UNCONDITIONALLY (A) ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, ADVISORS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AND OTHER PROFESSIONALS, WHO SERVED IN SUCH CAPACITIES ON OR AFTER THE PETITION DATE, (B) (I) THE DIP AGENTS AND THE BAYSIDE DIP AGENT, (II) THE ABL CO-COLLATERAL AGENTS, (III) THE COLLATERAL AGENTS (AS DEFINED IN THE AD HOC DIP FACILITY AND THE BAYSIDE DIP FACILITY), (IV) THE PREPETITION AGENTS, (C) OFFICERS, DIRECTORS, PRINCIPALS, MEMBERS, EMPLOYEES, PARTNERS, SUBSIDIARIES, AFFILIATES, ADVISORS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AND OTHER PROFESSIONALS OF EACH OF THE DIP AGENTS, THE BAYSIDE DIP AGENT, ABL CO-COLLATERAL AGENTS, COLLATERAL AGENTS AND THE PREPETITION AGENTS, (D) THE DIP LENDERS AND THE PREPETITION LENDERS, (E) OFFICERS, DIRECTORS, PRINCIPALS, MEMBERS, EMPLOYEES, PARTNERS, SUBSIDIARIES, AFFILIATES, ADVISORS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AND OTHER PROFESSIONALS OF THE DIP LENDERS, AND THE PREPETITION LENDERS, (F) THE MEMBERS OF THE CREDITORS COMMITTEE, AND (G) OFFICERS, DIRECTORS, PRINCIPALS, MEMBERS, EMPLOYEES, PARTNERS, SUBSIDIARIES, AFFILIATES, ADVISORS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AND OTHER PROFESSIONALS OF THE CREDITORS COMMITTEE (COLLECTIVELY, THE "RELEASED PARTIES" AND EACH A "RELEASED PARTY") FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, RIGHTS, CAUSES OF ACTION AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, BASED IN WHOLE OR IN PART UPON ACTIONS TAKEN SOLELY IN THEIR RESPECTIVE CAPACITIES DESCRIBED ABOVE FOR ANY OMISSION, TRANSACTION, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR PRIOR TO THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTORS, THE CHAPTER 11 CASES, OR THE PLAN, EXCEPT THAT (I) NO INDIVIDUAL SHALL BE RELEASED FROM ANY ACT OR OMISSION THAT CONSTITUTES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER, (II) THE DEBTOR REPRESENTATIVE SHALL NOT RELINQUISH OR WAIVE THE RIGHT TO ASSERT ANY OF THE FOREGOING AS A LEGAL OR EQUITABLE DEFENSE OR RIGHT OF SET OFF OR RECOUPMENT AGAINST ANY CLAIMS OF ANY SUCH PERSONS ASSERTED AGAINST THE DEBTORS, (III) THE FOREGOING RELEASE SHALL NOT APPLY TO ANY OBLIGATIONS THAT REMAIN OUTSTANDING IN RESPECT OF LOANS OR ADVANCES MADE TO INDIVIDUALS BY THE DEBTORS, AND (IV) THE FOREGOING RELEASE APPLIES TO THE RELEASED PARTIES SOLELY IN THEIR RESPECTIVE CAPACITIES DESCRIBED ABOVE.~~

On the Effective Date, the Debtors and the Reorganized Debtors, on behalf of themselves and their estates, shall be deemed to release unconditionally (a) all of their respective officers, directors, employees, partners, advisors, attorneys, financial advisors, accountants, and other professionals, who served in such capacities on or after the Petition Date, (b) (i) the DIP Agents and the Bayside DIP Agent, (ii) the DIP Collateral Agents, (iii) the Notes Indenture Trustee and (iv) the Prepetition Agents, (c) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of each of the DIP Agents, the Bayside DIP Agent, DIP Collateral Agents, the Notes Indenture Trustee and the Prepetition Agents, (d) the DIP Lenders and the Prepetition Lenders, (e) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the DIP Lenders, and the Prepetition

Lenders, (f) the members of the Creditors Committee and the Noteholders, and (g) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the Creditors Committee and the Noteholders (collectively, the "Released Parties" and each a "Released Party") from any and all claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon actions taken solely in their respective capacities described above for any omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, or the Plan, except that (i) no individual shall be released from any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the Reorganized Debtors shall not relinquish or waive the right to assert any of the foregoing as a legal or equitable defense or right of set off or recoupment against any Claims of any such persons asserted against the Debtors, (iii) the foregoing release shall not apply to any obligations that remain outstanding in respect of loans or advances made to individuals by the Debtors, and (iv) the foregoing release applies to the Released Parties solely in their respective capacities described above. For the avoidance of doubt, the Debtors shall release the Noteholders, only to the extent permitted by law and to the extent that such Noteholders vote in favor of the plan and do not mark their ballots to indicate their refusal to grant the releases of the Released Parties provided for in the Plan.

b. Releases by non-Debtors

~~ON THE EFFECTIVE DATE, THE DIP LENDERS, THE PREPETITION LENDERS AND ALL PERSONS WHO DIRECTLY OR INDIRECTLY, HAVE HELD, HOLD, OR MAY HOLD CLAIMS, AND (A) VOTE TO ACCEPT THE PLAN AS SET FORTH ON THE RELEVANT BALLOT, AND DO NOT MARK THEIR BALLOT TO INDICATE THEIR REFUSAL TO GRANT THE RELEASES PROVIDED IN THIS PARAGRAPH, OR (B) ARE PRESUMED TO HAVE VOTED TO ACCEPT THE PLAN UNDER SECTION 1126(F) OF THE BANKRUPTCY CODE SHALL BE DEEMED, BY VIRTUE OF THEIR RECEIPT OF DISTRIBUTIONS AND/OR OTHER TREATMENT CONTEMPLATED UNDER THE PLAN, TO HAVE FOREVER RELEASED AND COVENANTED WITH THE DEBTOR REPRESENTATIVE AND THE RELEASED PARTIES NOT TO (X) SUE OR OTHERWISE SEEK RECOVERY FROM ANY OF THE DEBTOR REPRESENTATIVE OR ANY RELEASED PARTY ON ACCOUNT OF ANY CLAIM IN ANY WAY RELATED TO THE DEBTORS OR THEIR BUSINESS AND AFFAIRS, INCLUDING BUT NOT LIMITED TO ANY CLAIM BASED UPON TORT, BREACH OF CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, BASED UPON ANY ACT, OCCURRENCE, OR FAILURE TO ACT FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE OR (Y) ASSERT AGAINST ANY OF THE DEBTOR REPRESENTATIVE OR ANY RELEASED PARTY ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY THAT ANY HOLDER OF A CLAIM OR EQUITY INTEREST MAY BE ENTITLED TO ASSERT, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART ON ANY ACT OR OMISSION, TRANSACTION, OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTORS, THE CHAPTER 11 CASES, OR THE PLAN, PROVIDED, HOWEVER, (I) NONE OF THE RELEASED PARTIES SHALL BE RELEASED FROM ANY CLAIM PRIMARILY BASED ON ANY ACT OR OMISSION THAT CONSTITUTES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER, (II) THE FOREGOING RELEASE SHALL NOT APPLY TO OBLIGATIONS ARISING UNDER THE PLAN, (III) THE FOREGOING RELEASE SHALL NOT BE CONSTRUED TO PROHIBIT A PARTY IN INTEREST FROM SEEKING TO~~

~~ENFORCE THE TERMS OF THE PLAN, AND (IV) THE FOREGOING RELEASE SHALL NOT APPLY TO ANY INDEMNIFICATION AND OTHER SURVIVING OBLIGATION AS SET FORTH IN THE PLAN.~~

On the Effective Date, the DIP Lenders, the Prepetition Lenders and all Persons who directly or indirectly, have held, hold, or may hold Claims, and (a) vote to accept the Plan as set forth on the relevant Ballot, and do not mark their Ballot to indicate their refusal to grant the releases provided in this paragraph, or (b) are presumed to have voted to accept the plan under section 1126(f) of the Bankruptcy code shall be deemed, by virtue of their receipt of Distributions and/or other treatment contemplated under the Plan, to have forever released and covenanted with the Reorganized Debtors and the Released Parties not to (x) sue or otherwise seek recovery from any of the Reorganized Debtors or any Released Party on account of any Claim in any way related to the Debtors or their business and affairs, the Chapter 11 Cases, the Disclosure Statement, or the Plan, including but not limited to any Claim based upon tort, breach of contract, violations of federal or state securities laws or otherwise, based upon any act, occurrence, or failure to act from the beginning of time through the Effective Date or (y) assert against any of the Reorganized Debtors or any Released Party any claim, obligation, right, cause of action or liability that any holder of a Claim or Equity Interest may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, or occurrence from the beginning of time through the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, the Disclosure Statement or the Plan, provided, however, (i) none of the Released Parties shall be released from any claim primarily based on any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the foregoing release shall not apply to obligations arising under the Plan, (iii) the foregoing release shall not be construed to prohibit a party in interest from seeking to enforce the terms of the Plan, and (iv) the foregoing release shall not apply to any indemnification and other surviving obligation as set forth in the Plan.

c. Exculpation

~~AS OF THE EFFECTIVE DATE, THE DEBTORS, THE DEBTOR REPRESENTATIVE, THE CREDITORS COMMITTEE, AND WITH RESPECT TO ALL OF THE FOREGOING, THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, ATTORNEYS AND ADVISORS SHALL HAVE NO LIABILITY WHATSOEVER TO ANY HOLDER OR PURPORTED HOLDER OF AN ADMINISTRATIVE CLAIM, A CLAIM, OR AN EQUITY INTEREST FOR ANY ACT OR OMISSION IN CONNECTION WITH, OR ARISING OUT OF, THE PLAN, THE DISCLOSURE STATEMENT, THE SALE TRANSACTION (IF ANY), THE NEGOTIATION OF THE PLAN, THE DISCLOSURE STATEMENT OR THE SALE TRANSACTION (IF ANY), THE NEGOTIATION OF THE DOCUMENTS INCLUDED IN THE PLAN SUPPLEMENT, THE PURSUIT OF APPROVAL OF THE DISCLOSURE STATEMENT OR THE SOLICITATION OF VOTES FOR CONFIRMATION OF THE PLAN, THE CHAPTER 11 CASES, THE CONSUMMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN, OR ANY TRANSACTION CONTEMPLATED BY THE PLAN, THE DISCLOSURE STATEMENT OR THE SALE TRANSACTION OR IN FURTHERANCE THEREOF EXCEPT FOR ANY ACT OR OMISSION THAT CONSTITUTES WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THIS EXCULPATION SHALL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH RELEASED PARTIES FROM LIABILITY.~~

As of the Effective Date, the Debtors, the Reorganized Debtors, the Creditors Committee, the Notes Indenture Trustee and with respect to all of the foregoing, their respective officers, directors, members, managers, attorneys and advisors shall have no liability whatsoever to any holder or purported holder of an Administrative Claim, a Claim, or an Equity Interest for any act or omission in connection with, or arising out of, the Plan, the Disclosure Statement, the negotiation of the Plan and the Disclosure Statement, the negotiation of the documents included in the Plan Supplement, the pursuit of approval of the Disclosure Statement or the solicitation of votes for confirmation of the Plan, the Chapter 11 Cases, the consummation of the Plan, the administration and implementation of the Plan or the property to be distributed under the Plan, or any transaction contemplated by the Plan, the Disclosure Statement or in furtherance thereof except for any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Released Parties from liability.

Parties are encouraged to review the Plan and Disclosure Statement for additional information.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before **May 69, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline") and must (a) be in writing, (b) state the name and address of the objecting party, (c) state the amount and nature of the Claim or Equity Interest of such party, (d) state with particularity the basis and nature of any objection to the Plan, and (e) be served on so as to be received by the following parties on or before the Confirmation Objection Deadline: (i) the Debtors, School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer (mike.lavelle@schoolspecialty.com), W6316 Design Drive, Greenville, WI 54942; (ii) co-counsel for the Debtors, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein ~~and~~& Lauren Shumejda (jsaferstein@paulweiss.com, lshumejda@paulweiss.com) , 1285 Avenue of the Americas, New York, NY 10019 and (~~e~~b) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin (pmorgan@ycst.com, mkandestin@ycst.com), Rodney Square, 1000 North King Street, Wilmington, DE 19801; (iii) counsel for the ABL Lenders (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs (randall.klein@goldbergkohn.com, jeremy.downs@goldbergkohn.com), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath (heath@RLF.com), One Rodney Square, 920 North King Street, Wilmington, DE 19801; (iv) counsel for the Ad Hoc DIP Lenders, (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield (khansen@stroock.com, jcanfield@stroock.com), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter (cmwinter@duanemorris.com), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801; (v) counsel for the Creditors' Committee, (a) Brown Rudnick LLP, Attn: Robert J. Stark (rstark@brownrudnick.com), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl (SPohl@brownrudnick.com), One Financial Center, Boston, MA 02111, and (c) Venable LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801~~, attorneys for the Committee~~; and (vi) the U.S. Trustee, Attn: Juliet M. Sarkessian (Juliet.M.Sarkessian@usdoj.gov), 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801. **CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

COPIES OF PLAN ~~AND~~, DISCLOSURE STATEMENT,

DISCLOSURE STATEMENT ORDER & PLAN SUPPLEMENT

Copies of the Plan ~~and the~~, Disclosure Statement, and Disclosure Statement Order may be obtained by parties in interest free of charge on Kurtzman Carson Consultants LLC's dedicated webpage related to these cases ~~http://kccllc.net/SchoolSpecialty.~~http://www.kccllc.net/SchoolSpecialty. Copies of the Plan and the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Court, ~~3rd Floor,~~ 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan and the Disclosure Statement may be obtained from counsel to the Debtors by request to Troy Bollman (tbollman@ycst.com), or viewed on the Internet, for a fee, at the Court's website (http://www.deb.uscourts.gov) by following the directions for accessing the ECF system on such website. The Debtors will file the Plan Supplement on or before May 6, 2013, at which time the Plan Supplement may be obtained through the means described in this paragraph.

If you have any questions related to this notice, please call (877) 709-4758

Dated: _____, 2013
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP
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Counsel to the Debtors and Debtors-in-Possession

Exhibit 2-A

Ballot for Class 5A (General Unsecured Creditors)

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May 69, 2013 at 4:00 p.m. (ET) **Confirmation Obj. Deadline: May 69, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

BALLOT FOR CLASS 5A GENERAL UNSECURED CLAIMS FOR ACCEPTING OR REJECTING DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

THE VOTING DEADLINE BY WHICH YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS AGENT IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MAY 69, 2013 (THE "VOTING DEADLINE").

IF YOUR BALLOT IS NOT RECEIVED ON OR PRIOR TO THE VOTING DEADLINE, THE VOTE REPRESENTED BY YOUR BALLOT WILL NOT BE COUNTED.

This ballot (the "Ballot") is submitted to you to solicit your vote to accept or reject the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan") submitted by the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), and described in the related disclosure statement (the "Disclosure Statement") approved by an order of the United States Bankruptcy Court for the District of Delaware (the "Court"). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement or Plan, you may obtain a copy by contacting Kurtzman Carson Consultants LLC (the "Claims Agent") free of charge, by regular mail, overnight courier or hand delivery, at School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245 during normal business hours, or by phone at (877) 709-4758 for calls originating from the United States or Canada, or (424) 236-7236 for calls originating from outside of the United States or Canada, or you can access a copy at the case-dedicated website, http://www.kccllc.net/SchoolSpecialty. Copies of the Disclosure Statement and the Plan are also available for inspection during regular business hours at the office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement and the Plan may be obtained from the Court's website at http://www.deb.uscourts.gov. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions but not otherwise defined herein have the meanings given to them in the Plan or Disclosure Statement, as applicable.

The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class which vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The votes of those Claims actually voted in your Class will bind those who do not vote. If the requisite acceptances are not obtained, the Court may nonetheless

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING BALLOT

1. In the boxes provided in Item 1 of the Ballot below, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all of the information requested. Ballots may be mailed to, or delivered by hand ~~deliver~~delivery or overnight courier during normal business hours to: **School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245**. In addition, you may submit your Ballot via electronic mail to the Claims Agent at **SSIBallots@kccllc.com**.

2. In the boxes provided in Item 2 of the Ballot below, please indicate the manner in which you would like to receive your pro rata distribution under the Plan.

3. Check the box in Item 3 if you voted to accept the Plan but elect not to grant the releases set forth in Article IX of the Plan. IF YOU SUBMIT YOUR BALLOT WITHOUT THE BOX IN ITEM 3 CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED INJUNCTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN ADDITION, IF YOU CHECK THE BOX IN ITEM 3 INDICATING YOUR ELECTION NOT TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED PLAN INJUNCTION, YOU MAY NOT BENEFIT FROM CERTAIN RELEASES PROVIDED UNDER THE PLAN.

~~2.~~4. **Ballots must be received by the Claims Agent on or before the ~~Voting Deadline~~May 9, 2013.** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Claims Agent is enclosed for your convenience. Any Ballot transmitted to the Claims Agent by facsimile ~~or other electronic means~~ shall not be counted. If neither the "accept" nor "reject" box is checked in Item 1 below, or if both the "accept" and "reject" boxes are checked, for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted. Any Ballot that is illegible, does not bear an original signature, or does not provide sufficient information to identify the claim holder will not be counted.

~~3.~~5. If you are completing this Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth in the attached mailing label or if no such mailing label is attached to the Ballot. At the Debtors' discretion, you may be requested to provide proof of your authority to complete the Ballot on behalf of the claim holder.

~~4.~~6. **Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive in accordance with the instructions therein. The attached Ballot is designated only for voting a Class 5A General Unsecured Claim. If you hold any 3.75% Convertible Subordinated Notes due 2026 (the "Notes"), you must complete an Individual Ballot for your Class 5B Noteholder Unsecured Claim and submit same to your Nominee ~~to~~at the address set forth in the Individual Ballot on or before the Voting Deadline.**

~~5.~~7. You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. An otherwise properly completed, executed, and timely returned Ballot that attempts to partially accept and partially reject the Plan will not be counted.

~~6.~~8. The Ballot does not constitute, and will not be deemed, a proof of claim or an assertion of a Claim, an allowance of a Claim, or an admission by the Debtors of the validity of a Claim.

~~7.~~9. If you cast more than one Ballot voting the same Claim(s) prior to the Voting Deadline, the latest dated, properly executed Ballot received before the Voting Deadline will be deemed to reflect your intent and supersede any prior Ballots. If you cast Ballots received by the Claims Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

10. If you wish to have your Claim allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received ~~or if~~and wish to have your Claim temporarily allowed for voting purposes only, you ~~did not receive~~must serve on the Debtors and file with the Court, on or before May 9, 2013 at 4:00 p.m. (prevailing

Eastern Time), a ~~Ballot and wish to have your Claim temporarily allowed for voting purposes only, you must serve on the Debtors and file with the Court, on or before April 29, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief.~~ motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted ~~(a)~~ in the amount established by the Court in an order entered on or before ~~the Voting Deadline or (b) if such an order has not been entered by the Voting Deadline and unless the~~ May 13, 2013.

~~8.~~11. **The Debtors** ~~and you have come to an agreement as to the relief requested in~~ **will file the Plan Supplement on or before May 6, 2013. Once filed, you may obtain a copy of the Plan Supplement from the Claims** ~~Estimation Motion, in an amount equal to the amount on the Ballot or in the event you did not receive a Ballot, you shall not have a Ballot counted at all. The Court will schedule a hearing on such motion to be heard at or~~**Agent as described earlier in this Ballot. The Plan Supplement will include information that you may wish to review prior to** ~~the Confirmation Hearing~~**returning your Ballot.**

~~9.~~12. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE COURT.

~~10.~~13. PLEASE RETURN YOUR BALLOT PROMPTLY. OTHER THAN SUBMISSION BY ELECTRONIC MAIL TO **SSIBallots@kccllc.com,** THE CLAIMS AGENT WILL **NOT** ACCEPT BALLOTS BY FACSIMILE~~, EMAIL,~~ OR OTHER ELECTRONIC TRANSMISSION.

~~11.~~14. IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE CLAIMS AGENT AT (877) 709-4758 FOR CALLS ORIGINATING FROM THE UNITED STATES OR CANADA, AND (424) 236-7236 FOR CALLS ORIGINATING FROM OUTSIDE OF THE UNITED STATES OR CANADA BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. (PREVAILING EASTERN TIME), MONDAY THROUGH FRIDAY.

~~12.~~15. PLEASE NOTE THAT THE CLAIMS AGENT'S STAFF IS NOT PERMITTED TO GIVE LEGAL ADVICE. ANY PARTY RECEIVING THIS BALLOT SHOULD CONSULT AN ATTORNEY REGARDING ANY QUESTIONS IT MAY HAVE RELATING TO THIS BALLOT AND THE OTHER DOCUMENTS REFERENCED HEREIN.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT

PLEASE COMPLETE ALL ITEMS BELOW. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a **Class 5A General Unsecured Claim** in the amount set forth below, votes to (check **one** box):

☐ **Accept** the Plan. ☐ **Reject** the Plan.

Voting Amount: $ _____

If you voted to reject the Plan, please proceed to Item ~~3~~4.

~~Item 2.~~**Item 2. Treatment and Treatment Election.** Unless you check the box below, the undersigned, a holder of a **Class 5A General Unsecured Claim** shall receive a payment 6 months after the maturity date of the Term Loan Exit Facility, equal to 10% of the Allowed amount of such Claim, which payment shall accrue quarterly interest of 5% per annum, which shall be paid in kind.

☐	**I hereby elect to reduce the amount of my Allowed Claim to $3,000 and receive 5% of the Allowed amount, in cash, as soon as practicable after the Effective Date, as set forth in Article IV.E.b. of the Plan.**[1] **By choosing this option, I hereby acknowledge that I will not be eligible for the subsequent Trade Election set forth in Article IV.E.c. of the Plan.**

Item 3. Optional Release Election. By checking this box, the undersigned holder of the Class 5A General Unsecured Claim identified herein that voted to **ACCEPT** the Plan elects **NOT** to grant the releases set forth in Article IX of the Plan:

☐ DOES NOT GRANT THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN

Item ~~3~~4. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. **THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT ~~(A)~~ IN THE EVENT THE UNDERSIGNED VOTES TO ACCEPT THE PLAN AND FAILS TO OPT-OUT OF PROVIDING THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN, THE UNDERSIGNED IS DEEMED TO HAVE ACCEPTED AND CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN, INCLUDING RELEASES OF NON-DEBTORS.** The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan, or indicates both acceptance and rejection of the Plan, will not be counted.

[1] If your Allowed Claim is $3,000 or less, pursuant to the Plan, you shall be deemed to have made this election.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

☐ *Please check here if the above address is a Change of Address that you would like reflected in the Master Mailing List for these Chapter 11 Cases.*

PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED ON THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH HEREIN CAREFULLY. PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY, ~~OR~~ OVERNIGHT COURIER, OR ELECTRONIC MAIL, SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON MAY ~~6~~9, 2013.

Exhibit 2-B

Master Ballot for Class 5B (Noteholder Unsecured Claims)

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May 69, 2013 at 4:00 p.m. (ET) **Confirmation Obj. Deadline: May 69, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

MASTER BALLOT FOR CLASS 5B (NOTEHOLDER UNSECURED CLAIMS)
FOR ACCEPTING OR REJECTING
DEBTORS' AMENDED JOINT PLAN
OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE READ AND FOLLOW THE INSTRUCTIONS CAREFULLY. PLEASE COMPLETE, SIGN, AND DATE THIS CLASS 5B MASTER BALLOT AND RETURN IT TO THE CLAIMS AGENT BY FIRST CLASS MAIL, OR DURING REGULAR BUSINESS HOURS BY OVERNIGHT COURIER OR HAND DELIVERY, TO: SCHOOL SPECIALTY BALLOT PROCESSING CENTER, C/O KCC, 599 LEXINGTON AVENUE, 39TH FLOOR, NEW YORK, NY 10022. IF THIS CLASS 5B MASTER BALLOT HAS NOT BEEN RECEIVED BY THE CLAIMS AGENT BY MAY 69, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME) (THE "VOTING DEADLINE"), THE VOTES OF THE INDIVIDUAL HOLDERS OF CLAIMS IN CLASS 5B (EACH AN "INDIVIDUAL CLAIMANT" AND COLLECTIVELY, THE "INDIVIDUAL CLAIMANTS") WILL NOT BE COUNTED. THEREFORE, YOU MUST ALLOW SUFFICIENT TIME TO BE SURE THAT THE CLASS 5B MASTER BALLOT IS RECEIVED BY THE CLAIMS AGENT BY THE VOTING DEADLINE.

You, as the Nominee[2] for the Individual Claimants ("You," "YOU," or "you"), must deliver the completed, executed Class 5B master ballot (the "Master Ballot") so that it is actually ***received*** by the Claims Agent on or before the Voting Deadline. For each completed, executed Ballot returned to you by an Individual Claimant (each an "Individual Ballot"), you must retain such Individual Ballot in your files for one year from the Voting Deadline.

This Master Ballot is to be used by you, as the representative of holders of Claims in Class 5B (Noteholder Unsecured Claims), to transmit the votes of such Individual Claimants in respect of their decision to accept or reject the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan").

By Order dated ~~June 8, 2012~~April [22], 2013 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved the *Disclosure Statement for the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (including all exhibits thereto, and as the same may be amended, modified, and/or supplemented from time to time, the "Disclosure Statement") as

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[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

[2] All capitalized terms used in this Master Ballot but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

containing adequate information within the meaning of section 1125 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). These documents are contained on the CDs sent to you with this Master Ballot. The Disclosure Statement Order also contains important information regarding the balloting process. Please also read the Disclosure Statement Order and the instructions sent with this Master Ballot prior to submitting a Master Ballot.

VOTING INSTRUCTIONS

VOTING DEADLINE:

The Voting Deadline is **May 69, 2013 at 4:00 p.m. (prevailing Eastern Time)**, unless such time is extended. To have the votes of the Individual Claimants in Class 5B counted, you must complete, sign, and return this Master Ballot so that it is received by the Claims Agent at the address set forth in the Master Ballot on or before the Voting Deadline; provided, however, that any Individual Ballot actually received by you on or prior to the Voting Deadline, but which is not included in this Master Ballot, will be counted. Accordingly, you should immediately transmit the enclosed Solicitation Packages, including Ballots, to the Individual Claimants, with a return envelope addressed to you with instructions that the Individual Claimants return their Individual Ballots to you so as to be received on or before the Voting Deadline.

HOW TO VOTE:

If you are transmitting the votes of any Individual Claimants, other than yourself, you must deliver the Class 5B Ballot to the Individual Claimants, along with the Plan, Disclosure Statement, Disclosure Statement Order, Confirmation Hearing Notice, and other materials requested to be forwarded, and take the necessary actions to enable such Individual Claimants to complete and execute such Individual Ballot voting to accept or reject the Plan, and to return the completed, executed Individual Ballot to you so as to be received on or before the Voting Deadline.

With respect to all of the Individual Ballots returned to you, you must properly complete the Master Ballot, as follows:

i. Complete the certification of authority to vote in Item 1;

ii. Indicate in Item 2 the total votes to accept or reject the Plan;

IMPORTANT: INDIVIDUAL CLAIMANTS MAY NOT SPLIT THEIR VOTES. EACH INDIVIDUAL CLAIMANT MUST VOTE ALL OF HIS, HER, OR ITS CLAIMS IN CLASS 5B TO ACCEPT OR REJECT THE PLAN. IF ANY SUCH BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE BY SUBMITTING A BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN, PLEASE CONTACT THE CLAIMS AGENT IMMEDIATELY. Any Individual Claimant that does not indicate either acceptance or rejection of the Plan, or indicates both acceptance and rejection of the Plan, will not be counted, and the votes in such ballots should not be included in your tabulation;

iii. Transcribe the votes from the Individual Ballots in the addendum to the Master Ballot referenced in Item 3 thereof;

iv. Review the certification in Item 4 of the Master Ballot;

v. Ensure that each Individual Ballot is signed and the certification is complete;

vi. Sign and date the Master Ballot;

vii. Independently verify and confirm the accuracy of the information provided with respect to each individual holder of Class 5B Claims;

viii. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Master Ballot to which you are responding;

ix. You must deliver the completed, executed Master Ballot so that it is ***actually received*** by the Claims Agent on or before the Voting Deadline. To the extent that you receive an Individual Ballot on or prior to the Voting Deadline, but which is not included in the Master Ballot delivered to the Claims Agent, please contact the Claims Agent immediately so that such Individual Ballot may be counted. For each completed, executed Individual Ballot returned to you by an individual holder, you must retain such Individual Ballot in your files for one year from the Voting Deadline;

x. Votes cast by Individual Claimants through You will be applied against the positions held by such entities as of the Record Date. Votes submitted by You, pursuant to the Master Ballot, will not be counted in excess of the Record Amount;

xi. To the extent that conflicting votes or "overvotes" are submitted by You, the Claims Agent, in good faith, will attempt to reconcile discrepancies with You; and

xii. To the extent that "overvotes" on the Master Ballot are not reconcilable prior to the preparation of the vote certification, the Claims Agent will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot that contained the "overvote," but only to the extent of your position in the applicable security.

PLEASE NOTE:

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. Holders should not surrender, at this time, certificates representing their securities. The Claims Agent will not accept delivery of any such certificates surrendered together with a Master Ballot or Individual Ballot.

No Master Ballot or Individual Ballot shall constitute or be deemed to be a proof of claim or Equity Interest, or an assertion of a Claim, an allowance of a Claim, or an admission by the Debtors of the validity of a Claim.

No fees or commissions or other remuneration will be payable to You in connection with the distribution of Solicitation Packages or the preparation of the Master Ballot.

PLEASE MAIL THIS MASTER BALLOT PROMPTLY. IF YOU BELIEVE THAT YOU ARE MISSING ANY MATERIALS FROM THE SOLICITATION PACKAGE, HAVE RECEIVED THE WRONG BALLOTS OR MASTER BALLOT, HAVE QUESTIONS REGARDING THE BALLOTS OR MASTER BALLOT, OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF OTHER ENCLOSED MATERIALS, PLEASE CALL THE CLAIMS AGENT AT (877) 833-4150 FOR CALLS ORIGINATING FROM THE UNITED STATES OR CANADA, AND (917) 281-4800 FOR CALLS ORIGINATING FROM OUTSIDE OF THE UNITED STATES OR CANADA. DO NOT CONTACT THE CLAIMS AGENT FOR LEGAL ADVICE. THE CLAIMS AGENT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

Item 1 - CERTIFICATION OF AUTHORITY TO VOTE. The undersigned certifies that as of April ~~11~~22, 2013 (the "Record Date"), the undersigned (please check applicable box):

☐ Is a ~~nominee~~Nominee and/or an Intermediary for the Individual Claimants of the aggregate principal amount listed in Item 2 below; or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a ~~nominee~~Nominee that is the registered holder of the aggregate principal amount listed in Item 2 below; or

☐ Has been granted a proxy (an original of which is attached hereto) from a ~~nominee~~Nominee that is the registered holder of the aggregate principal amount listed in Item 2 below and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Individual Claimants of the Class 5B (Noteholder Unsecured Claims) described below.

Item 2 - TABULATION OF BENEFICIAL OWNER VOTING. The undersigned certifies that:

A. Class 5B Claims – Noteholder Unsecured Claims

Acceptances. _____ Individual Claimants holding Class 5B Noteholder Unsecured Claims in the aggregate unpaid principal amount of $_____ have delivered duly completed Individual Ballots to the undersigned voting to **ACCEPT** the Plan; and

Rejections. _____ Individual Claimants holding Class 5B Noteholder Unsecured Claims in the aggregate unpaid principal amount of $_____ have delivered duly completed Individual Ballots to the undersigned voting to **REJECT** the Plan.

Item 3 – TRANSMITTAL OF VOTES FROM INDIVIDUAL BALLOTS. The undersigned transmits the votes of Individual Claimants holding Claims in Class 5B as fully set forth below and certifies that the parties listed are the Individual Claimants, as of the Record Date, and have delivered to the undersigned, as the Nominee, Individual Ballots casting such votes, which, as set forth in each column therein, indicate the aggregate principal amount voted for each claim, and whether such claim is voted to accept or reject the Plan, and whether the holder of such claim that voted to accept the Plan has elected not to grant the release provisions set forth in Article IX of the Plan.

ADDENDUM TO MASTER BALLOT

A. Summary of Class 5B Noteholder Unsecured Claims Voted.

Name or Account Number for Each Individual Claimant of a Class 5B Notedholder Unsecured Claim Voting on the Plan	Principal Amount of Claim Voted	Principal Amount of Class 5B Noteholder Unsecured Claims Voted to ACCEPT the Plan*	Principal Amount of Class 5B Noteholder Unsecured Claims Voted to REJECT the Plan*	Individual Claimant has Accepted the Plan and Elected Not to Grant the Release Provisions Set Forth in Article IX of the Plan (Indicate Yes if Item 2 was checked, or No if it was not checked)
1.		$	$	
2.		$	$	
3.		$	$	
4.		$	$	
5.		$	$	
6.		$	$	
7.		$	$	
8.		$	$	
TOTALS		$	$	

[If space is insufficient, attach additional sheets in same format.]

Item 4. CERTIFICATION AS TO TRANSCRIPTION OF INFORMATION FROM ITEM 3 OF THE INDIVIDUAL BALLOT AS TO OTHER CLASS 5B NOTEHOLDER UNSECURED CLAIMS VOTED THROUGH OTHER INDIVIDUAL BALLOTS.

The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Individual Claimants in Item 3 of the original Individual Ballots, identifying any Class 5B Noteholder Unsecured Claims for which such holders have submitted other Individual Ballots other than to the undersigned:

Your Customer Account Number For Each Holder of Voting Class 5B Noteholder Unsecured Claims		TRANSCRIBE FROM ITEM 3 OF THE INDIVIDUAL BALLOTS:		
		Account Number	Name of Holder	Principal Amount of Other Class 5B Noteholder Unsecured Claims Voted
1.				
2.				
3.				

* Please note that each Individual Claimant must vote all of his, her, or its Claims in Class 5B to accept or reject the Plan, and may not split such vote.

4.				
5.				
6.				
7.				
8.				
9.				

Item 5 - CERTIFICATION. By signing this Master Ballot, the undersigned certifies that: (a) each Individual Claimant holding a Claim(s) in Class 5B whose vote is being transmitted by this Master Ballot has been provided with a copy of the Plan, Disclosure Statement, Disclosure Statement Order, and a Ballot for voting its Claim(s); and (b) each Individual Claimant has not cast more than one vote with respect to any given Claim for any purpose, including for determining both the number of votes and the amount of the Claim, even if such holder holds securities of the same type in more than one account. The undersigned also acknowledges that the solicitation of votes in Class 5B to accept or reject the Plan is subject to all the terms and conditions set forth in the Disclosure Statement Order, dated ~~[~~April ~~11~~[22], 2013.

_____
Name of Nominee

_____
Participant Number

_____
Signature of Nominee

_____
Street Address

_____
City, State and Zip Code

_____
Telephone Number

_____
Email

_____
Date Completed

In order to vote Claims in Class 5B to accept or reject the Plan, please complete, sign, and date this Master Ballot and promptly return it to one of the following addresses, as appropriate, so as to be received on or prior to the Voting Deadline, by regular mail, or by hand delivery or overnight courier during normal business hours, to: SCHOOL SPECIALTY BALLOT PROCESSING CENTER, C/O KCC, 599 LEXINGTON AVENUE, 39TH FLOOR, NEW YORK, NY 10022.

MASTER BALLOTS RECEIVED BY FACSIMILE OR OTHER ELECTRONIC MEANS, OR RECEIVED AFTER THE VOTING DEADLINE, WILL NOT BE COUNTED.

Exhibit 2-C

Individual Ballot for Class 5B (Noteholder Unsecured Claims)

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May 62, 2013 at 4:00 p.m. (ET) **Confirmation Obj. Deadline: May 62, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

INDIVIDUAL BALLOT FOR CLASS 5B NOTEHOLDER UNSECURED CLAIMS FOR ACCEPTING OR REJECTING DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE RETURNED TO YOUR NOMINEE SO THAT IT IS ACTUALLY RECEIVED BY THE NOMINEE ON OR BEFORE THE VOTING DEADLINE

THE VOTING DEADLINE FOR YOUR NOMINEE TO SUBMIT THE MASTER BALLOT TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MAY 69, 2013 (THE "VOTING DEADLINE").

This ballot (the "Ballot") is submitted to you to solicit your vote to accept or reject the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan") submitted by the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), and described in the related disclosure statement (the "Disclosure Statement") approved by an order of the United States Bankruptcy Court for the District of Delaware (the "Court"). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement or Plan, you may obtain a copy by contacting Kurtzman Carson Consultants LLC (the "Claims Agent") by email at SSIinfo@kccllc.com, or by phone at (877) 833-4150 for calls originating from the United States or Canada, or (917) 281-4800 for calls originating from outside of the United States or Canada, or you can access a copy at the case-dedicated website, http://www.kccllc.net/SchoolSpecialty. Copies of the Disclosure Statement and the Plan are also available for inspection during regular business hours at the office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement and the Plan may be obtained from the Court's website at http://www.deb.uscourts.gov. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions but not otherwise defined herein have the meanings given to them in the Plan or Disclosure Statement, as applicable.

The Plan can be confirmed by the Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class which vote on

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The votes of those Claims actually voted in your Class will bind those who do not vote. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING BALLOT

1. In the boxes provided in Item 1 of the Ballot below, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all of the information requested. Ballots must be returned to the Nominee that sent you this Ballot, so that such Ballot is **RECEIVED by the Nominee on or before the Voting Deadline.** If a Ballot is received after the applicable deadline, it will not be counted. An envelope addressed to the Nominee is enclosed for your convenience. Any Ballot transmitted by facsimile ~~or other electronic means~~ shall not be counted. If neither the "accept" nor "reject" box is checked in Item 1 below, or if both the "accept" and "reject" boxes are checked, for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted. Any Ballot that is illegible, does not bear an original signature, or does not provide sufficient information to identify the claim holder will not be counted.

2. **Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive in accordance with the instructions therein. The attached Ballot is designated only for voting a Class 5B ~~Note~~Noteholder Unsecured Claim.** You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. An otherwise properly completed, executed, and timely returned Ballot that attempts to partially accept and partially reject the Plan, or that attempts to both accept and reject the Plan will not be counted.

3. Check the box in Item 3 if you voted to accept the Plan but elect not to grant the releases set forth in Article IX of the Plan. IF YOU SUBMIT YOUR BALLOT WITHOUT THE BOX IN ITEM 3 CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED INJUNCTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN ADDITION, IF YOU CHECK THE BOX IN ITEM 3 INDICATING YOUR ELECTION NOT TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED PLAN INJUNCTION, YOU MAY NOT BENEFIT FROM CERTAIN RELEASES PROVIDED UNDER THE PLAN.

~~3.~~4. The Ballot does not constitute, and will not be deemed, a proof of claim or an assertion of a Claim, an allowance of a Claim, or an admission by the Debtors of the validity of a Claim.

~~4.~~5. If you cast more than one Ballot voting the same Claim(s) prior to the Voting Deadline, the latest dated, properly executed Ballot received before the Voting Deadline will be deemed to reflect your intent and supersede any prior Ballots. If you cast Ballots received by the Nominee on the same day, but which are voted inconsistently, such Ballots will not be counted.

~~5.~~6. If you wish to have your Claim allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received ~~or if you did not receive a Ballot~~ and wish to have your Claim temporarily allowed for voting purposes only, you must serve on the Debtors and file with the Court, on or before ~~April 29~~May 9, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted ~~(a)~~ in the amount established by the Court in an order entered on ~~or before the Voting Deadline or (b) if such an order has not been entered by the Voting Deadline and unless the Debtors and you have come to an agreement as to the relief requested in the Claims Estimation Motion, in an amount equal to the amount on the Ballot or in the event you did not receive a Ballot, you shall not have a Ballot counted at all. The Court will schedule a hearing on such motion to be heard at or prior to the Confirmation Hearing~~May 13, 2013.

7. **The Debtors will file the Plan Supplement on or before May 6, 2013. Once filed, you may obtain a**

copy of the Plan Supplement from the Claims Agent as described earlier in this Ballot. The Plan Supplement will include information that you may wish to review prior to returning your Ballot.

~~6.~~8. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE COURT.

~~7.~~9. PLEASE RETURN YOUR BALLOT TO THE NOMINEE THAT SENT YOU THE BALLOT USING THE ENCLOSED RETURN ENVELOPE.

~~8.~~10. PLEASE RETURN YOUR BALLOT PROMPTLY. UNLESS IT DIRECTS OTHERWISE, THE NOMINEE WILL **NOT** ACCEPT BALLOTS BY FACSIMILE, EMAIL, OR OTHER ELECTRONIC TRANSMISSION.

~~9.~~11. IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE CLAIMS AGENT AT (877) 833-4150 FOR CALLS ORIGINATING FROM THE UNITED STATES OR CANADA, OR (917) 281-4800 FOR CALLS ORIGINATING FROM OUTSIDE OF THE UNITED STATES OR CANADA, BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. (PREVAILING EASTERN TIME), MONDAY THROUGH FRIDAY.

12. PLEASE NOTE THAT THE CLAIMS AGENT'S STAFF IS NOT PERMITTED TO GIVE LEGAL ADVICE. ANY PARTY RECEIVING THIS BALLOT SHOULD CONSULT AN ATTORNEY REGARDING ANY QUESTIONS IT MAY HAVE RELATING TO THIS BALLOT AND THE OTHER DOCUMENTS REFERENCED HEREIN.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT

PLEASE COMPLETE ALL ITEMS BELOW. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a **Class 5B ~~Note~~Noteholder Unsecured Claim** in the amount set forth below, votes to (check one box):

☐ **Accept** the Plan. ☐ **Reject** the Plan.

Voting Principal Amount: $ _____ (If you do not know the amount of your Class 5B Note Claim, please contact your Nominee.)

If you voted to reject the Plan, please proceed to Item 3.

Item 2. Optional Release Election. By checking this box, the undersigned holder of the Class 5B Note Claim identified herein that voted to **ACCEPT** the Plan elects **NOT** to grant the releases set forth in Article IX of the Plan:

☐ DOES NOT GRANT THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN

Item 3. Certifications as to Class 5B Note Claim Held in Additional Accounts.

By completing and returning this Individual Ballot, the undersigned certifies that either (1) it has not submitted any other Ballots for other Class 5B Noteholder Unsecured Claims held in other accounts or other record names or (2) it has provided the information specified in the following table for all other Class 5B Noteholder Unsecured Claims[1] for which it has submitted additional Individual Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 5B NOTEHOLDER UNSECURED CLAIMS ON AN INDIVIDUAL BALLOT OTHER THAN THIS INDIVIDUAL BALLOT.

	Name of Holder[3]	Account Number	Principal Amount of Other Class 5B Noteholder Unsecured Claim Voted
			$
1.			$
2.			$
3.			$
4.			$
5.			$
6.			$
7.			$
8.			$
9.			$

[1] List your name if the Class 5B Note Claim is held by you in record name. If the Class 5B Note Claim is held in "street name," please list the name of your Nominee.

Item 4. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. **THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT IN THE EVENT THE UNDERSIGNED VOTES TO ACCEPT THE PLAN AND FAILS TO OPT-OUT OF PROVIDING THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN, THE UNDERSIGNED IS DEEMED TO HAVE ACCEPTED AND CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN, INCLUDING RELEASES OF NON-DEBTORS.** The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan, or indicates both acceptance and rejection of the Plan, will not be counted.

_____
Name of Creditor

_____
Signature

_____
If by Authorized Agent, Name and Title

_____
Name of Institution

_____
Street Address

_____
City, State, Zip Code

_____
Telephone Number

_____
Date Completed

PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED ON THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH HEREIN CAREFULLY. PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY, OR OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE NOMINEE BY THE VOTING DEADLINE.

Exhibit 3

Non-Voting Creditor Notice

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May 69, 2013 at 4:00 p.m. (ET) **Confirmation Obj. Deadline: May 69, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,
(II) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND
(III) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

TO: ALL UNIMPAIRED CREDITORS AND ~~IMPAIRED CREDITORS~~EQUITY HOLDERS NOT ENTITLED TO VOTE ON PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated ~~[~~April ~~11,~~[22,] 2013~~]~~ (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved the *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Disclosure Statement") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

CONFIRMATION HEARING

2. On May 13, 2013 at 10:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will be held before the Honorable Kevin J. Carey, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan"). The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Confirmation Hearing.

ENTITLEMENT TO VOTE ON PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of Claims[2] that are

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

unimpaired by the Plan are deemed to have accepted the Plan and therefore are not entitled to vote on the Plan. Holders of Claims against the Debtors that are impaired by the Plan and that will receive a distribution on account of such Claims are entitled to vote on the Plan. Holders of Claims and Equity Interests that will receive no distribution under the Plan are deemed to have rejected the Plan and therefore are not entitled to vote.

4. April ~~11~~22, 2013 at 5:00 p.m. (prevailing Eastern Time) has been established by the Court as the record date (the "Record Date") for determining the creditors entitled to receive solicitation or notice materials for the Plan.

5. ~~YOU ARE RECEIVING THIS NOTICE BECAUSE YOU ARE~~YOU HAVE BEEN IDENTIFIED AS **EITHER AN UNIMPAIRED CREDITOR OR A HOLDER OF AN EQUITY INTEREST THAT WILL RECEIVE NO DISTRIBUTION UNDER THE PLAN, AND, THEREFORE, WILL NOT BE ENTITLED TO VOTE ON THE PLAN.**

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

6. The Plan proposes to modify the rights of certain creditors and Equity Interest holders of the Debtors. Claims (other than Administrative Claims, Priority Tax Claims, DIP Financing Claims and Fee Claims) and Equity Interests are classified for all purposes, including voting, confirmation, and distribution pursuant to the Plan, as follows:

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
1	Other Priority Claims	Unimpaired, Not Entitled to Vote	100%	With respect to holders of claims in Class 1 (Other Priority Claims), except to the extent that a holder of an Allowed Other Priority Claim and the Debtors (with the consent of the Required Ad Hoc DIP Lenders) shall have agreed in writing to a different treatment, in full and final satisfaction of such Claim, each holder of an Allowed Other Priority Claim in Class 1 shall receive payment in full in Cash in an amount equal to such Allowed Other Priority Claim as soon as practicable after the later of (a) the Effective Date and (b) the date when such Other Priority Claim becomes an Allowed Other Priority Claim.
2	Prepetition ABL Facility Claims	Unimpaired, Not Entitled to Vote	100%	~~With respect to holders of claims in Class 2 (Prepetition ABL Claims),~~ All Prepetition ABL Facility Claims have been Allowed by prior order of the Court and shall be deemed to have been satisfied with proceeds of or other assumption under the ABL DIP Facility.
3	Prepetition Term Loan Claims	Unimpaired, Not Entitled to Vote	100%	With respect to holders of claims in Class 3 (Prepetition Term Loan Claims), except to the extent that a holder of an Allowed Prepetition Term Loan Claim and the Debtors (with the consent of the Required Ad Hoc DIP Lendrs) shall

[2] All capitalized terms used in this Notice but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
				have agreed in writing to a less favorable treatment, each holder of an Allowed Prepetition Term Loan Claim in Class 3 shall receive Cash in an amount equal to the Allowed Prepetition Term Loan Claim (which, for the avoidance of doubt, may include all or a portion of the Prepetition Escrowed Amounts), in full satisfaction of such Claim, on or as soon as reasonably practicable after the Effective Date, or, in the case of the Prepetition Escrowed Amounts, when due in accordance with entry of a final, non-appealable order disposing of such Amounts.
4	Other Secured Claims	Unimpaired, Not Entitled to Vote	100%	With respect to holders of Claims in Class 4 (Other Secured Claims), except to the extent that a holder of an Allowed Other Secured Claim and the Debtors (with the consent of the Required Ad Hoc DIP Lenders) shall have agreed in writing to a less favorable treatment, at the sole option of the Debtors, in full and final satisfaction of such ~~claim~~Claim, (i) each Allowed Other Secured Claim shall be reinstated and rendered ~~unimpaired~~Unimpaired in accordance with section 1124(2) of the Bankruptcy Code, notwithstanding any contractual provision or applicable nonbankruptcy law that entitles the holder of an Allowed Other Secured Claim to demand or receive payment of such Allowed Other Secured Claim prior to the stated maturity of such Allowed Other Secured Claim from and after the occurrence of a default, (ii) each holder of an Allowed Other Secured Claim shall receive Cash in an amount equal to such Allowed Other Secured Claim, including any interest on such Allowed Other Secured Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, on the later of (a) thirty (30) days after Effective Date, and (b) the date such Other Secured Claim becomes an Allowed Other Secured Claim, or as soon thereafter as is practicable (but no later than thirty (30) days after the date such Other Secured Claim becomes an Allowed Other Secured Claim) or (iii) each holder of an Allowed Other Secured Claim shall receive the Collateral securing its Allowed Other Secured Claim and any interest on such Allowed Other Secured Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, in full and complete satisfaction of such Allowed Other Secured Claim as soon as is practicable, on the later of (~~y~~x) thirty (30) days after Effective Date and (~~z~~y) the date such Other Secured Claim

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
				becomes an Allowed Other Secured Claim. Notwithstanding the foregoing, to the extent an Allowed Other Secured Claim arises on account of property taxes, such Allowed Other Secured Claim shall be treated as a Priority Tax ~~Claims~~Claim, and any applicable liens shall remain ~~unimpaired~~Unimpaired until such Allowed Other Secured Claim is paid in full. Any applicable interest shall be calculated in a manner consistent with section 511 of the Bankruptcy Code. Although all Other Secured Claims have been placed in one Class for purposes of nomenclature, each Other Secured Claim, to the extent secured by a Lien on Collateral different than that securing any Other Secured Claims, shall be treated as being in a separate sub-Class for the purpose of receiving Distributions under the Plan.
5A	General Unsecured Claims	~~TBD~~Impaired, Entitled to Vote	5%-20% (plus interest)	With respect to holders of claims in Class 5A (General Unsecured Claims), ~~if the Debtors do not pursue~~ the following treatment, as applicable, shall apply: ~~(a Sale Transaction, the holders of~~)Each holder of an Allowed General Unsecured Claim, other than holders of such Claims who qualify for or participate in the Convenience Election or the Trade Election below, shall receive ~~their Pro Rata share of []% of the New SSI Common Stock on account~~, in full and final satisfaction of such Allowed General Unsecured Claim, a one-time payment in Cash equal to ten percent (10%) of ~~such~~ the Allowed amount of such Claim, to be paid six (6) months after the maturity date of the Term Loan Exit Facility. As of the Effective Date, such payment shall accrue quarterly paid-in-kind interest of five percent (5%) per annum and shall be subject to such additional terms as set forth in the Plan Supplement, which may include, among other things, a cap on recoveries based upon the total amount of Allowed General Unsecured Claims. ~~If the Debtors implement the Sale Transaction, the holders of General Unsecured Claims~~ (b) Convenience Election. Pursuant to the Convenience Election, (i) any holder of a General Unsecured Claim whose Allowed Claim amount is three thousand dollars ($3,000) or less and (ii) any holder of a General Unsecured Claim who elects to reduce the Allowed amount of its Claim to three

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
				thousand dollars ($3,000) shall receive ~~their Pro Rata share of the Net Sale Proceeds~~, in lieu of any other recovery on account of its Allowed General Unsecured Claim and in full and final satisfaction of such Claim, a one-time payment in Cash of ten percent (10%) of the Allowed amount of such Claim, to be paid as soon as practicable after the Effective Date. For the avoidance of doubt, holders who elect to or are deemed to participate in the Convenience Election shall not be eligible to participate in the Trade Election discussed immediately below. (c) Trade Election. On or as soon as is reasonably practicable after the Effective Date, the Reorganized Debtors shall notify eligible Trade Claimants of their option to participate in the Trade Election. Pursuant to the Trade Election, each Trade Claimant who makes the Trade Election and provides the Reorganized Debtors with Customary Trade Terms for the Trade Payment Period shall receive the Trade Payment, in full and final satisfaction of such Allowed General Unsecured Claim and in lieu of any other recovery on account of such Claim. Trade Claimants who wish to participate in the Trade Election must notify the Reorganized Debtors of such Trade Election by the Trade Election Deadline. If any Trade Claimant who makes the Trade Election fails to provide Customary Trade Terms to the Reorganized Debtors for the Trade Payment Period, such Trade Claimant shall no longer be entitled to the Trade Payment and shall instead receive the Distribution set forth in Article IV.E.1.a above for holders of Allowed General Unsecured Claims. A Trade Ombudsman shall be designated to monitor the Trade Election, mediate and enforce the Customary Trade Terms, and resolve any disputes concerning the distributions of the Trade Payments. (d) Change of Control. In the event of a Change of Control, all amounts due to holders of Allowed General Unsecured Claims~~.~~, as of the time of such Change of Control, on account of such Allowed General Unsecured Claims pursuant to Articles IV.E.1.a and IV.E.1.c, shall be payable as soon as reasonably practicable after such Change of Control occurs.
5B	Noteholder	~~TBD~~Impaired,	5%	With respect to holders of claims in Class 5B~~, if~~

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
	Unsecured Claims	Entitled to Vote		~~the Debtors do not pursue a Sale Transaction, the holders of Allowed~~ (Noteholder Unsecured Claims~~)~~, such holders shall receive their Pro Rata share of ~~[]%~~five percent (5%) of ~~the~~ New SSI Common Stock on account of such Noteholder Unsecured Claims. ~~If the Debtors implement the Sale Transaction, the holders of Noteholder Unsecured Claims shall receive their Pro Rata share of the Net Sale Proceeds on account of such Noteholder Unsecured Claims.~~
6	Equity Interests in School Specialty, Inc.	Impaired, Not Entitled to Vote	0.0%	With respect to the holders of equity interests in Class 6 (Equity Interests in School Specialty, Inc.), ~~the~~such holders ~~of Equity Interests in SSI~~ shall neither receive distributions nor retain any property under the Plan on account of such Equity Interests. On the Effective Date, Equity Interests in SSI shall be canceled and extinguished and shall be of no further force and effect, whether surrendered for cancelation or otherwise.

INJUNCTIONS, RELEASES, AND EXCULPATION

~~7.~~8. The Plan contains certain injunction, release, and exculpation provisions as set forth below.

a. Releases by the Debtors

~~ON THE EFFECTIVE DATE, THE DEBTORS AND THE DEBTOR REPRESENTATIVE, ON BEHALF OF THEMSELVES AND THEIR ESTATES, SHALL BE DEEMED TO RELEASE UNCONDITIONALLY (A) ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, ADVISORS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AND OTHER PROFESSIONALS, WHO SERVED IN SUCH CAPACITIES ON OR AFTER THE PETITION DATE, (B) (I) THE DIP AGENTS AND THE BAYSIDE DIP AGENT, (II) THE ABL CO-COLLATERAL AGENTS, (III) THE COLLATERAL AGENTS (AS DEFINED IN THE AD HOC DIP FACILITY AND THE BAYSIDE DIP FACILITY), (IV) THE PREPETITION AGENTS, (C) OFFICERS, DIRECTORS, PRINCIPALS, MEMBERS, EMPLOYEES, PARTNERS, SUBSIDIARIES, AFFILIATES, ADVISORS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AND OTHER PROFESSIONALS OF EACH OF THE DIP AGENTS, THE BAYSIDE DIP AGENT, ABL CO-COLLATERAL AGENTS, COLLATERAL AGENTS AND THE PREPETITION AGENTS, (D) THE DIP LENDERS AND THE PREPETITION LENDERS, (E) OFFICERS, DIRECTORS, PRINCIPALS, MEMBERS, EMPLOYEES, PARTNERS, SUBSIDIARIES, AFFILIATES, ADVISORS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AND OTHER PROFESSIONALS OF THE DIP LENDERS, AND THE PREPETITION LENDERS, (F) THE MEMBERS OF THE CREDITORS COMMITTEE, AND (G) OFFICERS, DIRECTORS, PRINCIPALS, MEMBERS, EMPLOYEES, PARTNERS, SUBSIDIARIES, AFFILIATES, ADVISORS, ATTORNEYS, FINANCIAL ADVISORS, ACCOUNTANTS, AND OTHER PROFESSIONALS OF THE CREDITORS COMMITTEE (COLLECTIVELY, THE "RELEASED PARTIES" AND EACH A "RELEASED PARTY") FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, RIGHTS, CAUSES OF ACTION AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, BASED IN WHOLE OR IN PART UPON ACTIONS TAKEN SOLELY IN THEIR RESPECTIVE CAPACITIES DESCRIBED ABOVE FOR ANY OMISSION, TRANSACTION, EVENT OR OTHER OCCURRENCE TAKING PLACE ON OR PRIOR TO THE EFFECTIVE DATE IN~~

~~ANY WAY RELATING TO THE DEBTORS, THE CHAPTER 11 CASES, OR THE PLAN, EXCEPT THAT (I) NO INDIVIDUAL SHALL BE RELEASED FROM ANY ACT OR OMISSION THAT CONSTITUTES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER, (II) THE DEBTOR REPRESENTATIVE SHALL NOT RELINQUISH OR WAIVE THE RIGHT TO ASSERT ANY OF THE FOREGOING AS A LEGAL OR EQUITABLE DEFENSE OR RIGHT OF SET OFF OR RECOUPMENT AGAINST ANY CLAIMS OF ANY SUCH PERSONS ASSERTED AGAINST THE DEBTORS, (III) THE FOREGOING RELEASE SHALL NOT APPLY TO ANY OBLIGATIONS THAT REMAIN OUTSTANDING IN RESPECT OF LOANS OR ADVANCES MADE TO INDIVIDUALS BY THE DEBTORS, AND (IV) THE FOREGOING RELEASE APPLIES TO THE RELEASED PARTIES SOLELY IN THEIR RESPECTIVE CAPACITIES DESCRIBED ABOVE.~~

On the Effective Date, the Debtors and the Reorganized Debtors, on behalf of themselves and their estates, shall be deemed to release unconditionally (a) all of their respective officers, directors, employees, partners, advisors, attorneys, financial advisors, accountants, and other professionals, who served in such capacities on or after the Petition Date, (b) (i) the DIP Agents and the Bayside DIP Agent, (ii) the DIP Collateral Agents, (iii) the Notes Indenture Trustee and (iv) the Prepetition Agents, (c) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of each of the DIP Agents, the Bayside DIP Agent, DIP Collateral Agents, the Notes Indenture Trustee and the Prepetition Agents, (d) the DIP Lenders and the Prepetition Lenders, (e) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the DIP Lenders, and the Prepetition Lenders, (f) the members of the Creditors Committee and the Noteholders, and (g) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the Creditors Committee and the Noteholders (collectively, the "Released Parties" and each a "Released Party") from any and all claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon actions taken solely in their respective capacities described above for any omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, or the Plan, except that (i) no individual shall be released from any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the Reorganized Debtors shall not relinquish or waive the right to assert any of the foregoing as a legal or equitable defense or right of set off or recoupment against any Claims of any such persons asserted against the Debtors, (iii) the foregoing release shall not apply to any obligations that remain outstanding in respect of loans or advances made to individuals by the Debtors, and (iv) the foregoing release applies to the Released Parties solely in their respective capacities described above. For the avoidance of doubt, the Debtors shall release the Noteholders, only to the extent permitted by law and to the extent that such Noteholders vote in favor of the plan and do not mark their ballots to indicate their refusal to grant the releases of the Released Parties provided for in the Plan.

b. Releases by non-Debtors

~~ON THE EFFECTIVE DATE, THE DIP LENDERS, THE PREPETITION LENDERS AND ALL PERSONS WHO DIRECTLY OR INDIRECTLY, HAVE HELD, HOLD, OR MAY HOLD CLAIMS, AND (A) VOTE TO ACCEPT THE PLAN AS SET FORTH ON THE RELEVANT BALLOT, AND DO NOT MARK THEIR BALLOT TO INDICATE THEIR REFUSAL TO GRANT THE RELEASES PROVIDED IN THIS PARAGRAPH, OR (B) ARE PRESUMED TO HAVE VOTED TO ACCEPT THE PLAN UNDER SECTION 1126(F) OF THE BANKRUPTCY CODE SHALL BE DEEMED, BY VIRTUE OF THEIR RECEIPT OF DISTRIBUTIONS AND/OR OTHER TREATMENT CONTEMPLATED UNDER THE PLAN, TO HAVE FOREVER RELEASED AND COVENANTED WITH THE DEBTOR REPRESENTATIVE AND THE RELEASED PARTIES NOT TO (X) SUE OR OTHERWISE SEEK RECOVERY FROM ANY OF THE DEBTOR REPRESENTATIVE OR ANY RELEASED PARTY ON ACCOUNT OF ANY CLAIM IN ANY WAY RELATED TO THE DEBTORS OR THEIR BUSINESS AND AFFAIRS, INCLUDING BUT NOT LIMITED TO ANY CLAIM BASED UPON TORT, BREACH OF CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, BASED UPON ANY ACT, OCCURRENCE, OR FAILURE TO ACT FROM THE BEGINNING OF TIME~~

~~THROUGH THE EFFECTIVE DATE OR (Y) ASSERT AGAINST ANY OF THE DEBTOR REPRESENTATIVE OR ANY RELEASED PARTY ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY THAT ANY HOLDER OF A CLAIM OR EQUITY INTEREST MAY BE ENTITLED TO ASSERT, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART ON ANY ACT OR OMISSION, TRANSACTION, OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTORS, THE CHAPTER 11 CASES, OR THE PLAN, PROVIDED, HOWEVER, (I) NONE OF THE RELEASED PARTIES SHALL BE RELEASED FROM ANY CLAIM PRIMARILY BASED ON ANY ACT OR OMISSION THAT CONSTITUTES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER, (II) THE FOREGOING RELEASE SHALL NOT APPLY TO OBLIGATIONS ARISING UNDER THE PLAN, (III) THE FOREGOING RELEASE SHALL NOT BE CONSTRUED TO PROHIBIT A PARTY IN INTEREST FROM SEEKING TO ENFORCE THE TERMS OF THE PLAN, AND (IV) THE FOREGOING RELEASE SHALL NOT APPLY TO ANY INDEMNIFICATION AND OTHER SURVIVING OBLIGATION AS SET FORTH IN THE PLAN.~~

On the Effective Date, the DIP Lenders, the Prepetition Lenders and all Persons who directly or indirectly, have held, hold, or may hold Claims, and (a) vote to accept the Plan as set forth on the relevant Ballot, and do not mark their Ballot to indicate their refusal to grant the releases provided in this paragraph, or (b) are presumed to have voted to accept the plan under section 1126(f) of the Bankruptcy code shall be deemed, by virtue of their receipt of Distributions and/or other treatment contemplated under the Plan, to have forever released and covenanted with the Reorganized Debtors and the Released Parties not to (x) sue or otherwise seek recovery from any of the Reorganized Debtors or any Released Party on account of any Claim in any way related to the Debtors or their business and affairs, the Chapter 11 Cases, the Disclosure Statement, or the Plan, including but not limited to any Claim based upon tort, breach of contract, violations of federal or state securities laws or otherwise, based upon any act, occurrence, or failure to act from the beginning of time through the Effective Date or (y) assert against any of the Reorganized Debtors or any Released Party any claim, obligation, right, cause of action or liability that any holder of a Claim or Equity Interest may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, or occurrence from the beginning of time through the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, the Disclosure Statement or the Plan, provided, however, (i) none of the Released Parties shall be released from any claim primarily based on any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the foregoing release shall not apply to obligations arising under the Plan, (iii) the foregoing release shall not be construed to prohibit a party in interest from seeking to enforce the terms of the Plan, and (iv) the foregoing release shall not apply to any indemnification and other surviving obligation as set forth in the Plan.

c. **Exculpation**

~~AS OF THE EFFECTIVE DATE, THE DEBTORS, THE DEBTOR REPRESENTATIVE, THE CREDITORS COMMITTEE, AND WITH RESPECT TO ALL OF THE FOREGOING, THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, ATTORNEYS AND ADVISORS SHALL HAVE NO LIABILITY WHATSOEVER TO ANY HOLDER OR PURPORTED HOLDER OF AN ADMINISTRATIVE CLAIM, A CLAIM, OR AN EQUITY INTEREST FOR ANY ACT OR OMISSION IN CONNECTION WITH, OR ARISING OUT OF, THE PLAN, THE DISCLOSURE STATEMENT, THE SALE TRANSACTION (IF ANY), THE NEGOTIATION OF THE PLAN, THE DISCLOSURE STATEMENT OR THE SALE TRANSACTION (IF ANY), THE NEGOTIATION OF THE DOCUMENTS INCLUDED IN THE PLAN SUPPLEMENT, THE PURSUIT OF APPROVAL OF THE DISCLOSURE STATEMENT OR THE SOLICITATION OF VOTES FOR CONFIRMATION OF THE PLAN, THE CHAPTER 11 CASES, THE CONSUMMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN, OR ANY TRANSACTION CONTEMPLATED BY THE PLAN, THE DISCLOSURE STATEMENT OR THE SALE TRANSACTION OR IN FURTHERANCE THEREOF EXCEPT FOR ANY ACT OR OMISSION THAT CONSTITUTES WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THIS EXCULPATION SHALL BE IN ADDITION TO, AND NOT~~

~~IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH RELEASED PARTIES FROM LIABILITY.~~

As of the Effective Date, the Debtors, the Reorganized Debtors, the Creditors Committee, the Notes Indenture Trustee and with respect to all of the foregoing, their respective officers, directors, members, managers, attorneys and advisors shall have no liability whatsoever to any holder or purported holder of an Administrative Claim, a Claim, or an Equity Interest for any act or omission in connection with, or arising out of, the Plan, the Disclosure Statement, the negotiation of the Plan and the Disclosure Statement, the negotiation of the documents included in the Plan Supplement, the pursuit of approval of the Disclosure Statement or the solicitation of votes for confirmation of the Plan, the Chapter 11 Cases, the consummation of the Plan, the administration and implementation of the Plan or the property to be distributed under the Plan, or any transaction contemplated by the Plan, the Disclosure Statement or in furtherance thereof except for any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Released Parties from liability.

Parties are encouraged to review the Plan and Disclosure Statement for additional information.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before **May 69, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline") and must (a) be in writing, (b) state the name and address of the objecting party, (c) state the amount and nature of the Claim or Equity Interest of such party, (d) state with particularity the basis and nature of any objection to the Plan, and (e) be served on, so as to be received by, the following parties on or before the Confirmation Objection Deadline: (i) the Debtors, School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer (mike.lavelle@schoolspecialty.com), W6316 Design Drive, Greenville, WI 54942; (ii) co-counsel for the Debtors, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein ~~and~~& Lauren Shumejda (jsaferstein@paulweiss.com, lshumejda@paulweiss.com) , 1285 Avenue of the Americas, New York, NY 10019 and (c) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin (pmorgan@ycst.com, mkandestin@ycst.com), Rodney Square, 1000 North King Street, Wilmington, DE 19801; (iii) counsel for the ABL Lenders (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs (randall.klein@goldbergkohn.com, jeremy.downs@goldbergkohn.com), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath (heath@RLF.com), One Rodney Square, 920 North King Street, Wilmington, DE 19801; (iv) counsel for the Ad Hoc DIP Lenders, (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield (khansen@stroock.com, jcanfield@stroock.com), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter (cmwinter@duanemorris.com), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801; (v) counsel for the Creditors' Committee, (a) Brown Rudnick LLP, Attn: Robert J. Stark (rstark@brownrudnick.com), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl (SPohl@brownrudnick.com), One Financial Center, Boston, MA 02111, and (c) Venable LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801~~, attorneys for the Committee~~; and (vi) the U.S. Trustee, Attn: Juliet M. Sarkessian (Juliet.M.Sarkessian@usdoj.gov), 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801. **CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

COPIES OF PLAN AND DISCLOSURE STATEMENT

Copies of the Plan and the Disclosure Statement may be obtained by parties in interest free of charge on Kurtzman Carson Consultants LLC's dedicated webpage related to these cases ~~http://kccllc.net/SchoolSpecialty~~.http://www.kccllc.net/SchoolSpecialty. Copies of the Plan and the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Court, ~~3rd~~

~~Floor.~~ 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan and the Disclosure Statement may be obtained from counsel to the Debtors by request to Troy Bollman (tbollman@ycst.com), or viewed on the Internet at the Court's website (http://www.deb.uscourts.gov) by following the directions for accessing the ECF system on such website for a fee.

If you have any questions related to this notice, please call (877) 709-4758

Dated: _____, 2013
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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- and -

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Counsel for the Debtors and Debtors-in-Possession

Exhibit 4

Publication Notice

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Voting Deadline: May ~~9~~2, 2013 at 4:00 p.m. (ET) **Confirmation Objection Deadline: May ~~9~~2, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated ~~April 11~~[22], 2013 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved the *Disclosure Statement for Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Disclosure Statement") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

CONFIRMATION HEARING

2. On May 13, 2013 at 10:00 a.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will be held before the Honorable Kevin J. Carey, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan"). The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Confirmation Hearing.

ENTITLEMENT TO VOTE ON PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of Claims[2] that are unimpaired by the Plan are deemed to have accepted the Plan and therefore are not entitled to vote on the Plan. Holders of Claims against the Debtors that are impaired by the Plan and that will receive a distribution on account of

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1 The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

2 All capitalized terms used in this Notice but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

such Claims are entitled to vote on the Plan. Holders of Equity Interests that will receive no distribution under the Plan are deemed to have rejected the Plan and therefore are not entitled to vote.

4. April ~~11~~,[22], 2013 has been established by the Court as the record date (the "Record Date") for determining the creditors entitled to receive solicitation or notice materials in connection with the Plan.

5. If you wish to have your Claim allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received and wish to have your Claim temporarily allowed for voting purposes only, you must serve on the Debtors and file with the Court, on or before April 29, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on or before May 13, 2013.

DEADLINE FOR VOTING ON THE PLAN

~~5.~~9. By the Disclosure Statement Order, the Court established May ~~6~~9, 2013 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline") as the deadline by which Ballots accepting or rejecting the Plan must be received. To be counted, your original Ballot must actually be received on or before the Voting Deadline by Kurtzman Carson Consultants LLC (the "Claims Agent"). Ballots may be sent by first class mail or overnight mail to School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245, during normal business hours. If you are a holder of a claim in Class 5A (a "Class 5A Claimant"), you may submit your signed, completed Ballot via electronic mail on or before the Voting Deadline to the Claims Agent at SSIBallots@kccllc.com. If you are an individual holder of the 3.75% Convertible Subordinated Notes due 2026 (a "Class 5B Claimant"), you must mail your original Ballot to the Nominee that provided the Ballot to you, so that it is actually received by the Nominee on or before the Voting Deadline. ~~Except~~Except with respect to Ballots submitted by Class 5A Claimants, in the Debtors' sole discretion, any Ballot transmitted to the Claims Agent by facsimile or other electronic means shall not be counted.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before **May ~~6~~9, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline") and must (a) be in writing, (b) state the name and address of the objecting party, (c) state the amount and nature of the Claim or Equity Interest of such party, (d) state with particularity the basis and nature of any objection to the Plan, and (e) be served on so as to be received by the following parties on or before the Confirmation Objection Deadline: (i) the Debtors, School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer (mike.lavelle@schoolspecialty.com), W6316 Design Drive, Greenville, WI 54942; (ii) co-counsel for the Debtors, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein ~~and~~& Lauren Shumejda (jsaferstein@paulweiss.com, lshumejda@paulweiss.com) , 1285 Avenue of the Americas, New York, NY 10019 and (c) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin (pmorgan@ycst.com, mkandestin@ycst.com), Rodney Square, 1000 North King Street, Wilmington, DE 19801; (iii) counsel for the ABL Lenders (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs (randall.klein@goldbergkohn.com, jeremy.downs@goldbergkohn.com), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath (heath@RLF.com), One Rodney Square, 920 North King Street, Wilmington, DE 19801; (iv) counsel for the Replacement DIP Lenders, (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield (khansen@stroock.com, jcanfield@stroock.com), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter (cmwinter@duanemorris.com), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801; (v) counsel for the Creditors' Committee, (a) Brown Rudnick LLP, Attn: Robert J. Stark (rstark@brownrudnick.com), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl (SPohl@brownrudnick.com), One Financial Center, Boston, MA 02111, and (c) Venable LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801~~, attorneys for the Committee~~; and (vi) the U.S. Trustee, Attn: Juliet M. Sarkessian (Juliet.M.Sarkessian@usdoj.gov), 844 King Street, Suite 2207, Lockbox 35,

Wilmington, DE 19801. **CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

COPIES OF PLAN ~~AND~~, DISCLOSURE STATEMENT, DISCLOSURE STATEMENT ORDER & PLAN SUPPLEMENT

Copies of the Plan ~~and the~~, Disclosure Statement, and Disclosure Statement Order may be obtained by parties in interest free of charge on Kurtzman Carson Consultants LLC's dedicated webpage related to these cases ~~http://kccllc.net/SchoolSpecialty.~~http://www.kccllc.net/SchoolSpecialty. Copies of the Plan and the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Court, 3rd Floor, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan and the Disclosure Statement may be obtained from counsel to the Debtors by request to Troy Bollman (tbollman@ycst.com), or viewed on the Internet, for a fee, at the Court's website (http://www.deb.uscourts.gov) by following the directions for accessing the ECF system on such website. The Debtors will file the Plan Supplement on or before May 6, 2013, at which time the Plan Supplement may be obtained through the means described in this paragraph.

If you have any questions related to this notice, please call (877) 709-4758

Dated: _____, 2013
Wilmington, Delaware

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Counsel to the Debtors and Debtors-in-Possession

Exhibit 5

Cure Notice

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Cure Objection Deadline: ~~April 29~~May 9, 2013 at 4:00 p.m. (ET) **Deadline to Object to Adequate Assurance of Future Performance: May ~~10~~9, 2013 at 4:00 p.m. (ET)** **Voting Deadline: May 69, 2013 at 4:00 p.m. (ET)** **Confirmation Objection Deadline: May 69, 2013 at 4:00 p.m. (ET)** **Confirmation Hearing Date: May 13, 2013 at 10:00 a.m. (ET)**

NOTICE OF (I) POSSIBLE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES (II) FIXING OF CURE AMOUNTS AND (III) DEADLINE TO OBJECT TO CURE AMOUNTS AND ADEQUATE ASSURANCE OF FUTURE PERFORMANCE

PLEASE TAKE NOTICE that on March 19, 2013, School Specialty, Inc. and its affiliated debtors and debtors-in-possession in the above-captioned cases (each a "Debtor," and collectively, the "Debtors") filed in the United States Bankruptcy Court for the District of Delaware (the "Court") the *Motion of the Debtors for Order: (A) Approving Disclosure Statement; (B) Fixing Voting Record Date; (C) Approving Solicitation Materials and Procedures for Distribution Thereof; (D) Approving Forms of Ballots and Establishing Procedures for Voting on Plan; (E) Scheduling Hearing and Establishing Notice and Procedures for Filing Objections to (I) Confirmation of the Plan, and (II) Proposed Cure Amounts Related to Contracts and Leases to be Assumed Under the Plan, and (F) Granting Related Relief* [Docket No. ~~]601] (the "Disclosure Statement Motion"), which the Court approved by Order on ~~April 11~~[22], 2013 [Docket No. ___] (the "Disclosure Statement Order"). The Disclosure Statement Motion sought approval of, among other things, procedures for the fixing of Cure Amounts (as defined below) in connection with the potential assumption of certain executory contracts and unexpired leases (each a "Contract" or a "Lease," and together, the "Contracts and Leases") pursuant to the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. ~~]599] (as the same may be amended, modified, and/or supplemented, the "Plan"), and the deadline to object to such Cure Amounts and assumptions.

PLEASE TAKE FURTHER NOTICE that on the schedule annexed hereto as Exhibit A, the Debtors have indicated the cure amounts that the Debtors believe must be paid to compensate the non-Debtor counterparties to the Contracts and Leases for any actual pecuniary losses arising from any defaults under the Debtors' Contracts and Leases being assumed under the Plan with such non-Debtor parties (in each instance, the "Cure Amount").

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

PLEASE TAKE FURTHER NOTICE that any party objecting to (i) the Cure Amounts, whether or not such party previously has filed a proof of claim with respect to amounts due under the applicable agreement, (ii) the potential assumption of such Contracts and Leases, or (iii) the Debtors' ability to provide adequate assurance of future performance under such Contracts and Leases, shall be required to file and serve an objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Contracts and Leases and/or any and all objections to the potential assumption of such agreements, together with all documentation supporting such cure claim or objection. Any objections to the proposed assumption of the Contract(s) and/or the corresponding Cure Amount(s), must be filed with the Clerk of the Bankruptcy Court for the District of Delaware, ~~Third Floor,~~ 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon each of the following notice parties so that the objection is received no later than **~~April 29~~May 9, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Cure Objection Deadline"), and any objections to the Debtors' ability to provide adequate assurance of future performance under the Contracts and Leases (the "Adequate Assurance Objection Deadline") must be filed with the Clerk of the Bankruptcy Court for the District of Delaware, ~~Third Floor,~~ 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon each of the following notice parties so that the objection is received no later than **May ~~10~~9, 2013 at 4:00 p.m. (prevailing Eastern Time)**:

The Debtors: School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer (mike.lavelle@schoolspecialty.com), W6316 Design Drive, Greenville, WI 54942, with a copy to (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein ~~and~~& Lauren Shumejda (jsaferstein@paulweiss.com, lshumejda@paulweiss.com) , 1285 Avenue of the Americas, New York, NY 10019 and (c) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin (pmorgan@ycst.com, mkandestin@ycst.com), Rodney Square, 1000 North King Street, Wilmington, DE 19801.

The ABL Lenders: (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs (randall.klein@goldbergkohn.com, jeremy.downs@goldbergkohn.com), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath (heath@RLF.com), One Rodney Square, 920 North King Street, Wilmington, DE 19801.

The Ad Hoc DIP Lenders: (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield (khansen@stroock.com, jcanfield@stroock.com), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter (cmwinter@duanemorris.com), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801.

The Creditors' Committee: (a) Brown Rudnick LLP, Attn: Robert J. Stark (rstark@brownrudnick.com), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl (SPohl@brownrudnick.com), One Financial Center, Boston, MA 02111, and (c) Venable LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801~~, attorneys for the Committee~~.

The Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attention: Juliet Sarkessian (Juliet.M.Sarkessian@usdoj.gov).

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed and the parties are unable to settle such objection, a hearing with respect to the assumption of your Contract or Lease and/or your Cure Amount will be held at the time of the Confirmation Hearing on May 13, 2013 at 10:00 a.m. (prevailing Eastern Time), or such other hearing date that the Court orders, or such other hearing date to which the parties may mutually agree, before the Honorable Kevin J. Carey, Judge of the United

States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that in the event that no Cure Objection is timely filed with respect to a Contract or Lease, the counterparty to such Contract or Lease shall be deemed to have consented to the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Cure Objection is filed with respect to a Contract or Lease, upon the Effective Date of the Plan, the Reorganized Debtors and the counterparty to such Contract or Lease shall enjoy all of the rights and benefits under the Contract or Lease without the necessity of obtaining any party's written consent to the Debtors' assumption of the Contract or Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition or otherwise restrict the Debtors' assumption of the Contract or Lease.

PLEASE TAKE FURTHER NOTICE that if you agree with assumption of your Contract or Lease and the Cure Amount indicated, you need not take any further action.

PLEASE TAKE FURTHER NOTICE that the inclusion of a Contract or Lease herein is without prejudice to the Debtors' right to modify their election to assume or to reject such Contract or Lease prior to the entry of a final, non-appealable order (which order may be the confirmation order) deeming such Contract or Lease assumed or rejected, and inclusion of a Contract or Lease herein is not a final determination that such Contract or Lease will, in fact, be assumed.

PLEASE TAKE FURTHER NOTICE that the inclusion of a Contract or Lease herein shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Dated: _____, 2013
Wilmington, Delaware

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Counsel to the Debtors and Debtors-in-Possession

EXHIBIT 3

Chart of Dates and Deadlines

EVENT	DATE/DEADLINE
Disclosure Statement Hearing	**April 22, 2013 at 10:00 a.m.**
Record Date	**April 22, 2013**
Deadline to: ▪ Complete Solicitation of Plan ▪ Serve Confirmation Hearing Notice ▪ Serve Non-Voting Creditor Notice ▪ Serve Cure Notice	**April 26, 2013**
Publication Deadline	**April 30, 2013**
Plan Supplement Due	**May 6, 2013**
▪ Voting Deadline ▪ Confirmation Objection Deadline ▪ Deadline to Object to Assumption of Contract/Lease/Cure Amount ▪ Deadline to Object to Provision of Adequate Assurance of Future Performance ▪ Deadline to File Rule 3018 Motion	**May 9, 2013 at 4:00 p.m.**
Confirmation Hearing	**May 13, 2013 at 10:00 a.m.**