



# A BETTER DAY

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# CURRICULUM

*IP Acquisition  
Summary*

# 1. COMMONLY ASKED QUESTIONS

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## **Why Are You Selling the Rights to A Better Day Curriculum and All Related Material and/or Seeking a Managing Partner?**

As the author of this curriculum, it was a privilege for me to create this process, publish it into an easy to apply format and test it out in various areas of the world, garnering consistently successful outcomes.

I am grateful for the role I have played in this work. I am at a juncture in my personal life when the timing is right for me to turn my focus to other areas of interest and move into retirement. The foundation is set for a new owner or manager to take this concept to the next level.

## **How Did A Better Day Curriculum Come About?**

The process began with a guidebook produced in 2004, the *Child and Family Spirit Workbook*. The concepts in this book offered an organized and practical way for parents, educators, and providers to work more successfully with children birth to 5 years of age.

The book was given The Gloria Karpinski Award in 2005. As these concepts were applied in pre-schools, it came to light that this 4-step process was working exceptionally well with children on the autism spectrum, whether identified or unidentified with unique needs and in a wider age group, Pre-K-12. The process gained momentum as Autism: SAI. We called it The Spiritual Approach to Intervention because we were uniquely working with the whole child concept. We were granted the registered trademark for the service and process.

Yet, from a marketing perspective, calling something “a spiritual approach” was continually misunderstood. Even though the process is based in proven scientific concepts, we began to realize that by using that title, we were distancing and confusing the audience which included public school teachers and providers within school systems.

As educators and providers were trained in the process, undergoing several weeks of intensive training, and then applied the process in classrooms and therapeutic settings, it became clear that the tools within this process were very valuable in all educational settings with students who had special needs and those typically developing through high school age.

It was at that point that the curriculum was re-written in a way that allowed complete fidelity to the original curriculum and still nurtured a deep connection between teacher and student, engaged students, and supported each student's individual social emotional wellness and resiliency using both classroom and Online learning delivery.

The most recent version of the process called *A Better Day Curriculum* helps teachers forge important bonds with their students. Without those bonds and resiliency building, it is difficult for us to see a reduction in the epidemic of mental health issues in our youth, some that lead to violence against self and others or for students to achieve academically.

## **A Better Day Curriculum**

### *IP Acquisition Summary*

#### **Who Do You Feel Is a Likely Candidate to Purchase and Benefit from Ownership of the Rights to *A Better Day Curriculum*?**

Finding the right person or organization to take on both the responsibility and privilege of moving *A Better Day Curriculum* to the next level is a unique aspect of promoting this purchase or bringing in a managing partner. We would like to transfer rights to another professional or organization, confident that educators and their students will continue to be well-served by the curriculum. Some likely candidates might include but not be limited to:

1. An educator or service provider, individual or organization, special education or general education teacher, administrator, school or personal wellness advocate.
2. An entrepreneurial minded individual, who with no specific education background but with a passion to reduce youth suicide and violent behavior, and can utilize the curriculum materials already in place to capitalize Online sales and create an Online educational forum with a global reach. Up to now, minimal outreach has taken place.
3. A university or educational corporation or non-profit that customarily develops new concepts, institutes trainings for professionals and expands upon well formulated and applied ideas like *A Better Day Curriculum*, perhaps integrating the curriculum principles into their own unique formula.

#### **What Is The Asking Price for *A Better Day Curriculum* and All Related Intellectual Property?**

We will determine together with prospective buyers or a managing partner what the value of the curriculum will be to them, depending on how the purchaser will go about capitalizing this product. The current value determined using the Berkus Method shows an approximate value of between \$650,000 and \$750,000. We are allowing for both sale price and payment term negotiations as well as negotiating membership percentage and potential compensation for a managing member. A formal Letter of Intent is also attached and will act as an intention to begin negotiations. An outright purchase of the rights to the curriculum is not the only option.

While pricing is an important consideration, the members of Educational Excellence Consulting LLC are seeking an appropriate fit in the organization and/or individual to take this curriculum to the next level. How the product will be utilized going forward will be of interest to us.

# 2. SUMMARY OF INTELLECTUAL PROPERTY

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### US Registered Trademark ® for the 4-Step Autism SAI Process

Autism: The Spiritual Approach to Intervention was granted a Service Mark Registered US Trademark for the 4-Step Process®

The name change/new service mark of the curriculum to *A Better Day Curriculum* can be submitted once the curriculum is in active use. The new ownership may also opt for a name change.

### Published Book Copyrights:

1. *A Better Day Curriculum* (Guidebooks and supporting slideshows)
2. *Children of the Cosmos: Autism: The Spiritual Approach to Intervention* (Guidebook) In hard copy and Ebook Download form
3. *The Child and Family Spirit Workbook* (Award Winning Early Childhood Guidebook for use when working with or parenting typically developing children in the early childhood setting) In hard copy and Ebook download format
4. *Balance Your Energy Bank Account* (An instructional focusing on the first crucial step of A Better Day Curriculum) In hard copy and Ebook download format.
5. *Learning Temperament Test Online*: (A teacher's classroom assessment tool)

[NOTE: Since it cannot yet be determined how the curriculum will be used after acquired, all books and all formats have been set to unpublished status, making them inaccessible during negotiations of the sale. Samples will be provided on request.](#)

### Online Copyrighted Material

Website and domain: autismspiritualapproach.com

Website and domain: abetterdaycurriculum.com

Interactive PDF Docs include Learning Temperament Test, Balance Your Energy Bank Test, Challenging Behavior Assessment, ABDC Guidebook supported by a narrated slide show are available for download and purchase from the website. We will provide these materials for your review upon request.

### 3. ESTABLISHED CLIENT LISTS

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Along with social media and website sign-ups, we have established strategic relationships with public and private schools and individual providers in several states, and have trained teachers and providers who have applied the process in 6 countries and reported back with their outcomes.

Educational Excellence Consulting (EEC LLC) was formed in 2017 in the State of Colorado. The LLC has 4 member investors. A Better Day Curriculum is a project within EEC LLC .

# 4. POTENTIAL FOR EXPANSION AND CAPITALIZATION

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**The following are steps we consider prudent and would have taken if we retained ownership:**

License the curriculum and then sell license to deliver the curriculum to a multitude of school districts, private providers and universities in both the United States and other countries separately where we have established contacts.

To develop an Online *A Better Day University*: A self-contained, self-paced Online program offering *A Better Day Curriculum* training and certification and qualifying CEU's for educators and health providers.

To offer Online registration for in-person trainings and certifications in *A Better Day Curriculum* at targeted locations throughout the United States and countries where we have established contacts. Expanding on those contacts.

Optimization of the current website(s). Expand social media presense.

Develop upscale marketing materials to be delivered by post to public schools.

Follow-through with our strategic contacts in Shanghai, England, Belgium, India, Canada, Australia, South Africa, and in a variety of states in the United States.

Separate website and optimization for The Learning Temperament Test such as [www.learningtemperamenttest.com](http://www.learningtemperamenttest.com) and The Balance Your Energy Bank Account Assessment

## 5. CONTACT US

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You can begin your exploration of A Better Day Curriculum and watch the informational video and download a no cost curriculum sample by visiting our website.

To schedule an Online or in-person meeting to discuss possibilities contact Sandra at [abetterdaycurriculum@gmail.com](mailto:abetterdaycurriculum@gmail.com) or 970-799-4286.  
[www.abetterdaycurriculum.com](http://www.abetterdaycurriculum.com)

NOTE: The Berkus Method assigns a number, a financial valuation, to each of four major elements of risk faced by all young companies – after crediting the entrepreneur some basic value for the quality and potential of the idea itself. Today, the method as explained, adds up to \$500,000 in value for each of the following risk-reduction elements: Sound idea, roll out marketing and idea development, and strategic relationships.



## LETTER OF INTENT TO PURCHASE ALL RIGHTS TO A BETTER DAY CURRICULUM

Date:

Seller or Seller's Agent Address:

Re: LETTER OF INTENT FOR THE PURCHASE OF A BETTER DAY CURRICULUM AND ALL ASSOCIATED INTELLECTUAL PROPERTY and PREVIOUS CURRICULUM VERSIONS INCLUDING AUTISM: SAI and *Child and Family Spirit*.

This Letter of Intent sets forth the terms and conditions upon which \_\_\_\_\_ and/or his Assignee will purchase the above-referenced intellectual property. It is understood that this constitutes an expression of our intent only and that any final and binding agreement shall be subject to the preparation, negotiation and execution of definitive legal documents (hereinafter referred to as the "Purchase and Sale Agreement"). Subject to the foregoing limitations, it is our intention to enter into a Purchase and Sale Agreement that contains, among others, the following terms and conditions:

1. Purchaser: \_\_\_\_\_ [Name of Buyer] and/or his Assignee or Nominee.

2. Seller: \_\_\_\_\_ [Name of Seller]

3. Property Description: *A Better Day Curriculum* together with any and all versions, copyrights and printed materials including websites and marketing media. Property includes lists of strategic relationship contacts. Seller shall sell Purchaser a 100% acquisition of registered trademarks and publications associated with the curriculum.

4. Purchase Price/Terms: The Purchase Price of the Property shall be \$\_\_\_\_\_, all cash.

5. Purchase and Sale Agreement: Seller and Purchaser, shall in good faith, prepare and execute a mutually acceptable Purchase and Sale Agreement within \_\_\_\_\_ business days after Seller has accepted and signed this Letter of Intent. Seller shall not accept any offer with respect to the sale of the Property during the duration of the contingencies. Seller need not notify the Purchaser when the \_\_\_\_\_ days expire. At 5pm on the \_\_\_\_\_ day, the property will be placed back on the open market and all offers will be considered.

6. Other Conditions: Conditions precedent to closing this transaction shall include:

A. Due Diligence Period: The satisfactory approval of Purchaser's inspection of all aspects of the intellectual property referred to as *A Better Day Curriculum* during an investigation period of \_\_\_\_\_ days (the "Due Diligence Period"), which will commence on receipt of all of the due diligence materials. Within \_\_\_\_\_ business days after the execution of the Purchase and Sale Agreement, Seller shall make available to Purchaser the Due Diligence Information. Purchaser will submit a Due Diligence List before the Purchase and Sale Agreement is executed. Review and acceptance of Due Diligence Information is subject to the approval of Purchaser, in its sole and absolute discretion.

B. Deposits/Closing: An earnest money deposit of \_\_\_\_\_ (\$\_\_\_\_\_) to be held for the benefit of the Seller and applicable to the Purchase Price, shall be delivered to the Seller's Escrow Agent at the time of execution of the Purchase and Sale Agreement or before. The deposit will become non-refundable only following Purchaser's satisfactory review of the Due Diligence Information.

7. Financing Contingencies: This offer is contingent upon Buyer obtaining a written commitment or proof of funds available to the Buyer a sum equal to at least 100% of the Purchase Price.

If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in the previous paragraph hereof, that Buyer has not obtained funding, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and cancellation fees and costs, which Buyer shall pay.

8. The Buyer will assume all fees related to Due Diligence and other expenses contracted at the Buyer's discretion.

The Purchaser and Seller shall each pay for their respective attorney fees and out-of-pocket expenses.

9. Both Purchaser and Seller agree to keep confidential all information available during all negotiations including the fact that the curriculum is up for sale negotiations and any details about and in relation to one another.

10. Procuring cause: In the event the Buyer completes a successful purchase of the property, and an outside sales person is enlisted in writing by the Seller, Seller shall pay \_\_\_\_\_ a sale commission equal to \_\_\_\_ percent( %) of the sales price. The sale commission shall be paid upon closing and through escrow.

11. This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may propose different terms from those summarized herein, or unilaterally terminate all negotiations with the other party hereto.

It is understood that the foregoing outline is not a binding agreement. Furthermore, it is understood that the purpose of this outline is to work toward acceptable terms by which to draft a Purchase and Sale Agreement which will be mutually acceptable to both parties. If the above terms are acceptable to Seller, please so indicate by executing below and returning the enclosed copy by the close of business [Date].

Sincerely,

AGREED AND ACCEPTED:

PURCHASER:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

SELLER:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment

# SAMPLE DOCUMENT ONLY