



A BETTER DAY

CURRICULUM

*IP Acquisition
Summary*

1. COMMONLY ASKED QUESTIONS

Why Are You Selling Your Rights to A Better Day Curriculum and All Related Material? (An Educational Excellence Consulting LLC Project)

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 to take this concept to the next level. I have done my part.

How Did A Better Day Curriculum Come About?

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

The book was awarded 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. 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.

As providers studied the process with me, underwent several weeks of intensive training, and applied the process, it became clear that the tools within this process were very valuable in all educational settings with students through high school age. Yet, from a marketing perspective, calling something “a spiritual process” was continually misunderstood. We began to realize that by using that title, we may be distancing the audience that needed this work the most, public school teachers and providers within the school system.

It was at that point that I re-wrote the concept in a way that allowed complete fidelity to the original curriculum that was proving so successful in helping teachers and providers connect to their students, that engaged students, and that supported each child’s individual social emotional maturity in both the school classroom and in the delivery of online learning.

We see this most recent version, *A Better Day Curriculum*, as a way to help teachers forge important bonds with their students and without those bonds and social emotional wellness, it will be 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.

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. 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 autism wellness advocate.
2. An entrepreneur, who with no specific education background, can utilize the materials and *A Better Day Curriculum*'s process and supporting hard copy books, Ebooks, videos and other supporting materials to capitalize Online sales and create an Online educational forum with a global reach.
3. A university or educational corporation that customarily develops new concepts, institutes trainings for professionals and expands upon well formulated and applied ideas like *A Better Day Curriculum*.

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

We will determine together with prospective buyers what the value of the curriculum will be them, depending on how the purchaser will go about capitalizing this product. The current value determined using the Berkus Method (See Valuation Chart Attachment) shows a maximum value of \$1,200,000. We have opening talks on a bid basis at the \$750,000 range and are allowing for both sale price and payment term negotiations. A formal Letter of Intent is also attached and will act as an intention to bid.

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

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.

Published Book Copyrights:

1. *A Better Day Curriculum (Guidebook)* In Ebook and download format
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*: (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. Copies may be requested.](#)

Online Copyrighted Material

Website and domain: autismspiritualapproach.com

Website and domain: abetterdaycurriculum.com

Learning Temperament Test Interactive PDF: A convenient tool to make using one of A *Better Day* steps easy to administer in the classroom setting which determines ideal environment for learning for each individual.

Sale of Separate copyrights as listed above as an asset sale may be an option.

3. ESTABLISHED CLIENT LISTS

Along with social media and website sign-ups, we have established strategic relationships with public schools in several states, with a variety of US universities and have trained teachers and providers who have applied the process in 6 countries.

These strategic partnerships and client lists have been formed through outreach with all former versions of *A Better Day Curriculum* since 2004 and during a 1-year pilot project including 12 trained providers delivering the program in several states and 5 countries.

Autism SAI LLC was formed in 2017 in the State of Colorado.
The LLC has 4 member investors.

Corporate name change: February 2021 to Educational Excellence Consulting LLC in the State of Colorado.

Both projects, Autism SAI and A Better Day Curriculum reside under Educational Excellence Consulting LLC as does all previously listed intellectual property.

4. POTENTIAL FOR EXPANSION AND CAPITALIZATION

The following are steps we consider excellent monetizing opportunities 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 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.

Optimization of the current website(s)

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.

Develop an Online *Balance Your Energy Bank Account* test and mobile app.
Separate website such as www.balanceyouenergybankaccount.com

Separate website and mobile app, development and optimization for The Learning Temperament Test such as www.learningtemperamenttest.com.

5. CONTACT US

You can begin your exploration of A Better Day Curriculum and watch the informational video by visiting www.abetterdaycurriculum.com

To schedule an Online or in-person meeting to discuss acquisition possibilities contact Sandra at abetterdaycurriculum@gmail.com or 970-799-4286.

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 \$500,000 in value for each of the following risk-reduction elements:

<i>If Exists:</i>	<i>Add to Company Value up to:</i>
Sound Idea (<i>basic value</i>)	\$1/2 million
Prototype (<i>reducing technology risk</i>)	\$1/2 million
Quality Management Team (<i>reducing execution risk</i>)	\$1/2 million
Strategic relationships (<i>reducing market risk</i>)	\$1/2 million
Product Rollout or Sales (<i>reducing production risk</i>)	\$1/2 million

Note that these numbers are maximums that can be “earned” to form a valuation, allowing for a pre-revenue valuation of up to \$2 million (or a post roll-out value of up to \$2.5 million).

***The Better Day Curriculum* and all its various versions and components valuation:**

Original value: Sound idea and prototype: \$250,000 each = \$500,000 original investment value

Product roll out: \$250,000

Expanded prototype: \$200,000

Strategic relationships: \$250,000

Total expanded value: \$700,000 plus original prototype \$500,000

Total Berkus Method value: \$1,200,000

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