

# STUDENT POLICIES & PROCEDURES

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## POLICY & PROCEDURE MANUAL

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## **ABOUT THE NUTRITIOUS LIFE STUDIO**

### **What is the Nutritious Life Studio**

The Nutritious Life Studio (NLS) is an online education platform that provides cutting-edge nutrition, coaching, and business training to passionate students around the globe.

We support our thriving community of thousands of wellness professionals in building and growing their healthy businesses.

Our courses are 100% online, go-at-your-own-pace, and taught by world-renowned dietitian Keri Glassman, MS, RDN, CDN and an incredible team of expert guest teachers.

### **Our Definition of Nutrition and Wellness Coaching**

A Nutrition and Wellness Coach works with clients on accountability, behavior changes, education, and incorporating healthy habits that will contribute to their overall wellness and nutrition goals. They are their client's biggest motivator, educator, and guide, and they help clients through every step of their journey.

A Nutrition and Wellness Coach does not diagnose, prescribe, or directly treat chronic conditions, practice Medical Nutrition Therapy, or create meal plans. They are someone who can truly help clients set - and reach - their health-related and nutrition goals. They understand the challenges each individual client faces with their health history and eating habits, and they create a plan to help them overcome their obstacles to make lasting changes in their diet.

A Nutrition and Wellness Coach empowers clients to make the best food and wellness decisions to live healthier, happier lives. Nutrition and wellness coaches, through their knowledge, mastery of human behavior, coaching skills, accountability, guidance, and encouragement are the agents of change the world needs to make the planet a better place.

## **Our Mission and Objectives**

At Nutritious Life Studio, we believe that everything starts with science and understand that wellness is personal. We believe that our bodies and minds—these extraordinary wonders that pump blood, transmit nerve signals, and are hungry for nourishment—instinctively crave health and balance.

We believe in a “whole person” approach to health and wellness, and emphasize this through our 8 Pillars of a Nutritious Life.

Our goal is to help passionate individuals build successful careers based on up-to-date information. When students become a part of the NLS community, they are joining an elite group of wellness professionals.

In order to fulfill its mission, Nutritious Life Studio is committed to supporting its students every step of the way, from enrollment, to the first lesson, to graduation and beyond. We provide a blueprint for solving any problem, arm students with solutions, and hand them the building blocks to build a successful nutrition and wellness business to help countless clients.

## **GENERAL POLICIES AND PROCEDURES**

### **Admissions Policy**

NLS seeks to offer admission to students of the highest potential and motivation, irrespective of social, racial, religious, or financial considerations.

Any and all admissions evaluations by NLS staff for a prospective student are made impartially and based upon the fulfillment of the following admissions and enrollment criteria:

The student must:

- Be a minimum of 18 years of age, and be able to consent to undertaking this program of study. The student must confirm age prior to gaining program access.
- Have sufficient access to the Internet.
- Agree to abide by our Student Policies and Procedures.
- Have financial stability to pay course fees in full as specified in the schedule of fees.
- Acknowledge and sign a Terms and Conditions Agreement, which will be provided during the admissions process, prior to enrollment.

### **Admissions Procedure**

Student admission and enrollment in a program of study can be carried out via discussion with a member of our Clarity Coach team. Clarity Coaches will endeavor to vet students' suitability for a program of study using the criteria defined in our "Admissions Policy" and advise the prospective student accordingly.

By virtue of enrolling, the student agrees that they satisfy the necessary admissions and enrollment criteria for the program of study and take full responsibility for the decision to enroll in a program of study.

Following the decision to enroll in a program of study with NLS, the student is required to provide payment information as well as the financial arrangement chosen by the student (either payment in full or an installment-based payment plan).

After this financial information has been supplied, students are provided with confirmation of payment, Terms and Conditions for the program, and access to the Learning Management System (LMS) on the date their enrollment cohort opens.

Enrollment occurs on a monthly basis, with a total of around 10 cohorts throughout the year. Enrollment for each cohort occurs 2 weeks prior and 2 weeks after the set start date for the respective cohort. In the case that a student enrolls in the program after the date that their respective cohort receives access to the LMS (within 2 weeks after the set start date), they receive access immediately upon enrollment.

### **Deferrals, Re-enrollment, and Extensions**

NLS recognizes that a student may need to delay enrollment or defer his or her studies for a variety of reasons and we attempt to support the student during occasions like this through our deferral policy. Although deferrals are granted at NLS's sole discretion, in the appropriate circumstances NLS is willing to defer a student's enrollment and allow them to re-enroll to a later course cohort. While each deferral request is taken on a case by case basis, NLS considers a number of factors, including previous deferral history and the grounds on which the deferral is being requested.

A student request for a deferral is required to be submitted to the Student Support Team. Following submission, the student's request is reviewed by the Student Support Team. If the deferral is approved, the date or cohort when a student will rejoin their program of study will be agreed upon, and the necessary administration executed to facilitate the change.

In the event that a student has previously withdrawn from a program and wishes to re-enroll, NLS may consider the student for re-enrollment, provided that the reasons for previous withdrawal have been rectified and no other issues prevent re-enrollment to a program of study. Student re-enrollment requests are submitted to the Enrollment Team and determinations regarding re-enrollment are made at NLS's sole discretion. A re-enrolled student will be charged at the current tuition rates for other newly entering students and previous payments may not be applied to future enrollment with approval at the time of withdrawal.

## **Student Resources**

Program resources are primarily delivered online via our dedicated Learning Management System (LMS). Complete access to the LMS is provided upon enrollment and dependent on cohort start date. Students are contacted and/or receive communications from NLS regarding resources that are delivered outside of the LMS.

In addition to program resources, students are also provided with a dedicated Student Support Team consisting of a customer service team and a Tuition Support Team.

The Student Support Team is tasked with assisting students with any aspect of their studies. Students may submit a support ticket request directly via email to [support@nutritiouslife.com](mailto:support@nutritiouslife.com).

The Community Manager is tasked with the monitoring and administration of social media, both program-specific and general. They provide information to students via these channels as well as identify and escalate any relevant issues or questions to our Student Support Team, ensuring that students are proactively engaged should any issues arise.

All student support and services activities and interactions are managed and logged via our helpdesk software, ensuring effective handling and support of students, as well as providing a framework for quality assurance and the continuous improvement of these services.

In the event a student is concerned with any aspect of their studies, including personal academic progress, the student is invited to contact our Student Support Team via the designated channels. The Student Support Team will assess the student's progress and assist by resolving any issues within the scope of the Student Support Team's role.

## **Job Placement and Completion Rates**

NLS does not track job placement. While a number of our students find employment as nutrition and wellness coaches in various settings, our program is primarily designed to train students to be self-employed. NLS does not guarantee job placement, wage, or salary levels to students.

## Calendar

NLS Administrative Offices will be closed on the following U.S. Holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and Day After
- Christmas Eve and Christmas Day

Students receive preliminary resources immediately upon enrollment. NLS supports continuous and self-directed learning for any student, at any time, anywhere in the world. Educational resources are available online twenty-four hours a day, seven days a week, all year long.

## Student Complaints

In the event a student wishes to issue a formal complaint to NLS, they are to document the issue in writing and submit it to the Manager of Support and Services or designated staff via designated support channels, or if preferred, via email to [support@nutritiouslife.com](mailto:support@nutritiouslife.com). The student should file the complaint within 10 business days of the occurrence.

The formal written issue must state the issue and desired outcome, and should include any documentation that supports the issue.

The Manager of Support and Services or designated staff will review the written statement and any supporting documentation, gather facts, and provide a written response to the student within three business days. The decision made by the Manager of Support and Services or designated staff is final.

## Student Records

All student records will be maintained by NLS for ten years from the last date of attendance. Proof of program completion is maintained permanently.

All applicable student records are available to students upon request via email to [tnsteam@nutritiouslife.com](mailto:tnsteam@nutritiouslife.com).

### **Student Conduct and Disciplinary Procedures**

When a student conduct issue occurs, whether proactively identified by staff or reported via support channels, the matter is reviewed by the Manager of Support and Services or designated staff, and appropriate action taken as defined in our “Student Code of Conduct” policy.

If the action taken is disputed by the student, they are to document the issue in writing and submit it to the Manager of Support and Services or designated staff via designated support channels. The formal written issue must state the issue and desired outcome, and should include any documentation that supports the issue.

The Manager of Support and Services or designated staff will review the written statement and any supporting documentation, gather facts, and provide a written response to the student within three business days. The decision made by the Manager of Support and Services or designated staff is final.

### **Student Payments\***

The student shall pay the relevant program fees on the payment schedule specified in the Order Form (the “Payment Schedule”) in United States Dollars (“USD”). Regardless of the actual payment method, the student shall provide to NLS a valid credit card or debit card (“Payment Card”) for payment of Course fees until such time the Course is paid in full.

The student is responsible for ensuring that payments are made on time and in full according to the Payment Schedule. The student shall be responsible for non-payment of Course fees, even if the Course fees are paid by a third party.

Students on a payment plan have the option to pay their remaining balance at the Invest In Full rate provided that they do so within 30 days of their original course start date. Students also have the option to pay off their remaining payment plan balance early, without penalty and without incurring any potential future financing charges.

The student authorizes NLS to charge the student’s Payment Card pursuant to the Payment Schedule in USD. The student shall bear all responsibility for third-party charges for payment processing, including, but not limited to, merchant fees, transaction

fees, processing fees, servicing fees, overdraft charges, late fees, repurchase or replacement fees, and foreign exchange fees.

The student's failure to pay NLS pursuant to the Payment Schedule (including the student's Payment Card issuer or online payment system not approving the charges for any reason) will result in the payment being declared late. The student will receive late payment notifications from NLS, its affiliates or its successors, assigns, transferees, or designees. Late payments may be subject to interest at a rate of 18% per annum (or the highest rate permitted by applicable law (if lower)). Payments delinquent by more than 30 days will result in loss of access to the program content and resources.

In the event that a payment is more than 30 days delinquent, NLS may, at its sole discretion, accelerate all amounts due and send the student's account to collections, and report the student's delinquency to one or more of the credit bureaus. The student shall bear the cost of collection if the student's account is sent to collections.

\* Terms may vary for students utilizing 3rd party financing.

### **Late Payments\***

The student's failure to pay NLS pursuant to the Payment Schedule (including the student's Payment Card issuer or online payment system not approving the charges for any reason) will result in the payment being declared late. The student will receive late payment notifications from NLS. Late payments may be subject to interest at a rate of 18% per annum (or the highest rate permitted by applicable law (if lower)). Payments delinquent by more than 30 days will result in loss of access to the program content and resources. The student's account may be submitted to a collections agency and reported to a credit bureau for non-payment of two or more payments. The student shall bear the cost of collection if the student's account is sent to collections.

In the event that a student is proactive and cannot make a scheduled upcoming payment on time, then a student may email the Tuition Support team at [tuition@nutritiouslife.com](mailto:tuition@nutritiouslife.com) to request an account review. The Tuition Support team, at its discretion, will consider waiving late fees associated with the first instance of a late payment to encourage contact and a quick resolution.

Additional late payments, pushed payments and plan reviews are subject to a \$25 fee per instance. More than 3 changes to an account will result in increased fees not to exceed \$100.

If a student files for bankruptcy after the enrollment date, the student will be granted the right to walk away from future payments, and enroll in a future course with a credit applied from past payments.

The student's failure to provide to NLS a valid Payment Card for payment of Course fees when they become due shall result in the student's account being declared late and the immediate loss of access to the program content and resources: NLS may, at its sole discretion, accelerate the student's account to collections.

\* Terms may vary for students utilizing 3rd party financing.

### **Cancellations, Withdrawals and Refunds**

NLS students are subject to the Terms and Conditions Agreement (Terms) and such Terms include the applicable refund policy.

In extenuating circumstances that occur after the end of the refund period (such as severe illness), NLS may consider cancellations, withdrawals or refunds upon review of each case at its sole discretion. The student must provide an explanation and proof of the extenuating circumstance in writing to [tuition@nutritiouslife.com](mailto:tuition@nutritiouslife.com). Submission of a request does not guarantee approval. In the event that a refund for the course is granted, all refunds shall be in USD at the time the refund is processed by NLS. NLS shall not be liable for any foreign exchange rate differences between the purchase price of the Course and the refund.

**PROGRAM/COURSE SYLLABI**

Click on a course below to see the syllabus:

- [Become a Nutrition Coach \(BNC\)](#)
- [Foundational Nutrition and Wellness Coach Program](#)
- [Master Nutrition and Wellness Coach Program](#)

## THE NUTRITIOUS LIFE STUDIO TERMS

### Intellectual Property

All Program content, material, protocols, the Website and other items provided or made available to Student by NLS in connection with the Program (the “Materials”) are the sole intellectual property of NLS and/or the Expert, as the case may be. This intellectual property is provided to Student for individual use only, shall be non-transferrable (except to Student’s paying customers or clients) and is intended for a single-user only (Student may not access the Program or Website for or on behalf of another Student or health coach and shall not share the Materials with anyone other than Student’s own paying customers or clients). Except for rights expressly granted to Student by NLS in writing, NLS and/or Expert, as applicable, retain all rights to title to and interest in the intellectual property. Student shall not claim ownership and, except as aforesaid shall not sell, share, remove, copy, reproduce, disseminate the intellectual property. Student shall not interfere with NLS’s or the Expert’s rights over its intellectual property. To the extent that Student contributes, in whole or in part, to any derivatives, improvement(s) or modification(s), or makes any suggestions, enhancement requests, recommendations, comments, feedback, ideas or the like, to NLS’s or Expert’s intellectual property (“Improvements”), Student hereby assigns to NLS or Expert, as applicable, all right, title and interest in and to such Improvements.

### Indemnity

Neither NLS nor Expert shall be responsible or liable to Student or any of Student’s customers or clients in any manner in connection with Student’s use of the Program, Materials or the Website. Student shall indemnify, defend and hold harmless Company and Expert and each of their officers, directors, members, shareholders, managers, employees, agents, successors and assigns from and against any and all claims, losses, liabilities, damages, penalties, fines, forfeitures, judgments, and any other fees, costs, and expenses, including reasonable attorneys’ fees and related costs and expenses, resulting from (i) Student’s use of the Program, Materials or Website, and (ii) any claims of Student’s customers or clients arising out of or directly or indirectly related to the Program, Materials or Website.

### NLS’s Authority

NLS has the right to change, amend or update the Program, Materials, Website or its policies related to the Program at any time.

## MANAGEMENT AND ACADEMIC STAFF

### Management Roles

<b>Staff Name</b>	<b>Management Role/Position</b>
Eric Neuner	Executive Chairman
Rob Klapper	Chief Executive Officer
Clare Schmitt	Chief Of Staff
Nick Robbins	Chief Operating Officer
Mike DiMaio	President
Keri Glassman	Lead Instructor & Founder

### Academic Roles

\*For a list of all NLS Faculty see the [Instructor Bios](#) document.

## APPENDIX

### Registration

I understand that Nutritious Life Studio is registered with the State Board of Education in accordance with Section 33-2403, Idaho Code. I also understand that the State Board of Education has not accredited or endorsed any course of study being offered by NLS, and that these courses may not be accepted for transfer into any Idaho public postsecondary institution.

### Amendment Policy

Information about NLS is published in this document, which contains a description of policies, procedures, and other information. NLS reserves the right to change any provision of the policies and procedures at any time.

Notice of changes will be communicated in a revised document, an addendum or supplement to the policies and procedures, or other written format with an effective date. Students are expected to read and be familiar with the information contained in this document, in any revisions, supplements, or addenda. By enrolling in NLS, Student agrees to abide by the terms stated within this document.

### Participant Privacy

Student grants NLS the right to collect and use Student's personal information for management and marketing purposes. NLS shall not share or sell Student's personal information to non-affiliated third parties. Student grants NLS permission to use any of Student's oral or written comments for testimonial and marketing purposes.

### Student Responsibilities

Student shall conduct themselves honorably, responsibly, respectfully, ethically, and lawfully; and in accordance to NLS policies. Failure to do so shall be considered a breach of these Student Policies & Procedures and NLS may, at its sole discretion, terminate Student's access to its course materials and websites. In the event of such a termination, Student agrees to immediately cease use of all materials in his or her possession and to destroy or return the same to NLS.

### **Liability**

NLS is not responsible for the failure of Student's business in connection with Student's use of NLS's services and products. NLS makes no representations or warranties regarding the results that may be achieved by using its services and products.

### **Severability/Waiver**

If any provision of these Student Policies & Procedures is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and the remainder of these Student Policies & Procedures shall remain operative and binding on Student and NLS. Failure to exercise any right under these Student Policies & Procedures shall not constitute a waiver of such right. Any waiver of any breach of these Student Policies & Procedures shall not operate as a waiver of any subsequent breaches.

### **Interpretation**

These Student Policies & Procedures shall be construed as a whole, according to their fair meaning, and not in favor of or against any party. Sections and section headings contained in these Student Policies & Procedures are for reference purposes only, and shall not affect in any manner the meaning or interpretation of these Student Policies & Procedures. Whenever the context requires, references to the singular shall include the plural and the plural the singular and any gender shall include any other gender.

### **Governing Law and Venue**

Any claim or dispute arising out of or relating to Student's use of NLS's products and services and these Student Policies & Procedures shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. The parties agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within New York County, New York (including the Southern District of New York). To the fullest extent permitted by law, Student hereby waives any right they may have to a trial by jury and to participate in a class action or other proceeding against NLS whereby more than one Student participates in the same action.