



New River Education

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Policies & Procedure Disclosure

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Legal Name of Education Provider: New River Education & Brokerage, LLC

Advertised Name of Education Provider: New River Education

Name of Education Director: Stephen H. Robinson, DREI

Full-Time Official and Faculty: Steve Robinson, DREI

Education Provider Certification

New River Education is certified by the North Carolina Real Estate Commission. The Commission's address is 1313 Navaho Drive, Raleigh, NC 27609. Any complaints concerning the Education Provider or its affiliated instructors should be directed in writing to the Commission. A link to the Complaint Form is provided on the Commission's homepage (<https://ncrec.gov/>).

Per *Commission Rule 58H .0204*, the Education Provider must provide each prospective student with a copy of the Education Provider's Policies & Procedures Disclosure (PPD) prior to payment of any non-refundable tuition or fee. The PPD, which is required by the NC Real Estate Commission, outlines Education Provider policies plus the rights and obligations of the Provider and the student. A signed certification that a student received a copy of the PPD must be retained by the Provider.

NO STUDENT SHALL BE DENIED ADMISSION ON THE BASIS OF AGE, SEX, RACE, COLOR, NATIONAL ORIGIN, FAMILIAL STATUS, DISABILITY, RELIGION, SEXUAL ORIENTATION, OR GENDER IDENTITY.

COURSE OFFERINGS

New River Education conducts:

- the *Broker Pre-licensing Course* required to qualify to take the license examination to become licensed as a real estate provisional broker in North Carolina; and
- the *Post-licensing Education Program* needed for a provisional broker to remove the provisional status of such license; and
- the annual *Continuing Education* courses needed to maintain a real estate license on active status.

Broker Pre-licensing Course

Purpose of the Course

Successful completion of the *Broker Pre-licensing Course* is generally required to qualify for the North Carolina (NC) real estate license examination and to obtain a NC real estate broker license. The primary objectives of this course are (1) to provide students with the basic knowledge and skills necessary to act as licensed real estate brokers in North Carolina in a manner that protects and serves the public interest and (2) to prepare students for the NC real estate license examination. This course may only be offered by education providers certified by the NC Real Estate Commission. At New River Education, the *Broker Pre-licensing Course* consists of a total of **78.5** instructional hours, including the end-of-course examination.

After passing the Pre-licensing course, a student must submit a license application to the NC Real Estate Commission to be eligible to take the license examination. License application instructions are provided in the free publication *Real Estate Licensing in North Carolina* (RELINC) which is available on the Commission's website at <https://www.ncrec.gov/>. The minimum age requirement to obtain a real estate license in North Carolina is 18 years.

Course Description

Major topics addressed in the *Broker Pre-licensing Course* include basic real estate concepts and law, property taxation, land use controls, environmental hazards, brokerage relationships and practices, real estate contracts, real estate financing, closing a real estate sale transaction, real property valuation, property insurance basics, fair housing laws, landlord and tenant, property management, federal income taxation of real estate, basic construction, basic real estate investment, North Carolina Real Estate License Law and Commission Rules, and Trust Account Guidelines. *Real estate mathematics is an important component of this course and calculations will be required.*

End-of-Course Exam

Based on any, then-current North Carolina State mandates related to COVID-19, the end-of-course exam will be administered either at a predetermined and NCREC-approved facility or

online. Any final exam offered in writing/person shall be at the aforementioned “facility”, the full itinerary and location(s) known to the learner(s) before the commencement of any such class.

Any online administration of the final exam will be offered either proctored in person at a predetermined and NCREC-approved facility (the student shall provide the means by which the final exam can be taken online via online link provided by The CE Shop or Dearborn Education’s RECampus), OR conducted from the student’s place of residence or otherwise satisfactory to the student for full and uninterrupted completion of a timed, final exam. In the event circumstances dictate the student must take their final exam in a location unattended by a proctor, the student shall provide 1) the means by which the final exam can be taken online via online, uninterrupted link provided by Dearborn Education’s RECampus, and 2) a secondary device that shall transmit a live and uninterrupted view of the student from their offsite location (transmitted to New River Education for live monitoring) as they take their online and timed final exam.

An end-of-course exam will not be administered to any student who does not satisfy the course attendance requirement.

If exam is administered in writing at a NCREC-approved facility, students will not be permitted to bring laptops, tablets, cell phones, or similar electronic devices (other than a basic calculator) into the testing site on the day of an exam. Any student who brings such a device into the testing site on the day of an exam will be required to provide for its removal before the exam begins.

Missed Exams

When the class offered is in person or synchronously (virtual online), New River Education will allow a *Broker Pre-licensing Course* student who does not take the initial end-of-course exam as scheduled to take a makeup exam one time within ten (10) days of the last scheduled day of the course at a time and date stated by the Education Provider. ***Failure of the student to take the scheduled exam and student’s subsequent use of this makeup exam will hereby forfeit any retake exam.***

When the class offered is ***asynchronously*** (self-paced on demand), a virtual, live proctoring and administration of any final exam will be offered. Failure to attend said final exam will constitute a failed attempt and student shall be required to schedule and attend any makeup exam within their allotted six month time frame for asynchronous offerings. ***Failure of the student to take the scheduled exam and student’s subsequent use of this makeup exam will hereby forfeit any retake exam.***

Failed Exams

When the class offered is ***in person*** or ***synchronously*** (virtual online), New River Education will allow a *Broker Pre-licensing Course* student who takes but does not pass the initial end-of-course exam (with a score of seventy-five percent [75%] or better) to retake the end-of-course exam one time; however all retakes must be within twenty-five (25) days of the last scheduled day of the course at a time and date stated by the Education Provider.

In the event the student is unsuccessful in achieving a final score of seventy-five percent (75%) on the retake exam, the student must reenroll with New River Education in a subsequently offered *Broker Pre-licensing Course* at a cost determined by the service provider, eg The CE Shop or RECampus by Dearborn within 12 months of final exam attempt.

When the class offered is ***asynchronously*** (self-paced on demand), a virtual, live proctoring and administration of any final exam will be offered. New River Education will allow a *Broker Pre-licensing Course* student who takes but does not pass the initial end-of-course exam (with a score of seventy-five percent [75%] or better) to retake the end-of-course exam one time. Student shall be required to schedule and attend any retake exam within their allotted six month time frame for asynchronous offerings. ***The student's failure to pass the scheduled virtual, live exam and failure to schedule any offered retake exam within their allotted 6 month course period will hereby forfeit any retake exam.***

In the event the student is unsuccessful in achieving a final score of seventy-five percent (75%) on the retake exam, the student must reenroll with New River Education in a subsequently offered *Broker Pre-licensing Course* at a cost determined by the service provider, eg The CE Shop or RECampus by Dearborn within 12 months of final exam attempt.

Eligibility Requirements for Course Completion Certificate

To successfully complete the *Broker Pre-licensing Course* and receive a course completion certificate, a student must:

- a) meet the attendance requirement of 90% of scheduled class time,
- b) timely submit completed in-class and take-home assignments, and
- c) pass the end-of-course exam with a minimum score of 75%.

Cheating

If a student is discovered to be cheating in any manner during an examination, the student will be immediately dismissed, will receive a failing course grade, will not be eligible for any retake or makeup policies, will receive no refund or reimbursement and will be reported to the NC Real Estate Commission [per *Commission Rule 58H .0203(h)*].

All-Inclusive Tuition/Fees

Pre-Licensing classes shall also be offered in a self-paced On Demand method, thereby incurring an expense to include the cost of self-paced instruction as well as any other packaged, On Demand instruction methods, e.g. inclusive of various materials requested and purchased by student. Such packages shall be aptly labeled and marketed via online accessibility through <https://www.newriverbrokerage.com/prelicensing>. All On Demand Pre-Licensing classes shall, upon their initial access by learners, have not more than a six (6) month access per NC Real Estate Commission rule. Eligibility and scheduling for any final or retake exam is predicated on the aforementioned and shall also be entirely completed not later than six (6) months from initial course access by learner. Per NC Real Estate Commission Rule, no extension of any Pre-Licensing Course and/or exam shall be available beyond any six (6) month course window initiated by the learner. The learner is welcome to reenroll in any Pre-Licensing course at the listed price found at New River Education (<https://www.newriverbrokerage.com/prelicensing>), following the expiration of any allotted six (6) month period.

Annual Summary Report

During the July 2022 – June 2023 license year, New River Education enrolled six students who initially enrolled in a *Broker Pre-licensing Course*. Of that initial number, none of those students successfully passed the course, two elected to not complete the course in the allotted 6 month period, four students are still utilizing their allotted 6 month period, none of those students completed the course but did not pass the end-of-course exam, and no students have yet completed the course.

License Examination Performance Report

During the July 2022 – June 2023 license year, New River Education had no students take the license examination for the first time within 30 days of the *Broker Pre-licensing Course* completion date. Therefore, there is no reportable pass rate available regarding the North Carolina license examination.

Broker Post-licensing Education Courses

Purpose of the Post-licensing Program

The primary objective of *Post-licensing Education Program* is to provide instruction at a level beyond that provided in the *Broker Pre-licensing Course* on topics deemed to be of special importance to licensees.

Per General Statute 93A-4(a1), provisional brokers must complete, within eighteen (18) months following initial licensure, a post-licensing education program consisting of ninety (90) hours of instruction in subjects determined by the Commission in order to retain eligibility to actively engage in real estate brokerage.

The Post-licensing program consists of three 30-hour courses prescribed by the NC Real Estate Commission that may be taken in any sequence. Be aware that a post-licensing course will expire two (2) years after its completion date. When a provisional broker has timely completed all three (3) courses, the provisional status of the broker's license will be automatically terminated by the NC Real Estate Commission.

Course Descriptions

Post 301 - Brokerage Relationships and Responsibilities

Topics addressed in this course include a review of agency relationships in real estate residential and commercial sales and commercial property management transactions, a real estate broker's legal duties to clients and customers, a step-by-step review and discussion of the functions and responsibilities of a real estate broker when working with sellers and buyers, a review of issues associated with transactions in progress when a broker leaves a firm, and a review of license status and education issues.

Post 302 - Contracts and Closing

Topics addressed in this course include selected basic contract law concepts, real estate sales contract preparation, sales contract procedures, buyer's due diligence, closing procedures, Real Estate Settlement Procedures Act, closing disclosure preparation, contracts for deed, options, and selected real estate license status and education issues.

Post 303 - NC Law, Rules, and Legal Concepts

Topics addressed in this course include general NC licensing requirements, brokerage compensation issues, the disciplinary process, specialized types of real estate, property management in NC, and miscellaneous laws and legal concepts.

Course Materials

Each student is required to use and have immediate access to the current editions of the *NC Real Estate Broker Manual* and *North Carolina License Law and Commission Rules* booklet during each *Post-licensing* course session.

New River Education shall allow a student to use the online "digital" version of the *NC Real Estate Manual* and *NC License Law & Commission Rules* booklet during classes. Although New River Education shall make every effort to make internet access available during in person instruction, the Education Provider cannot ensure availability or connectivity to student for the duration of any class offered onsite, therefore a student should familiarize themselves with "hotspot" access through their device(s) as a backup plan for uninterrupted internet access.

End-of-Course Exam

The end-of-course exam will be administered either at a predetermined and NCREC-approved facility or via online proctoring. Any final exam offered in writing/person shall be at the aforementioned "facility", the full itinerary and location(s) known to the student before the commencement of any such class.

The final exam will be offered either proctored in person at a predetermined and NCREC-approved facility (the student shall provide the means by which the final exam can be taken online via uninterrupted online link provided by The CE Shop or Dearborn Education's RECampus, OR conducted from the student's place of residence or otherwise satisfactory to the student for full and uninterrupted completion of the timed final exam. In the event circumstances dictate the student must take their final exam in a location unattended by an in-person proctor, the student shall provide 1) the means by which the final exam can be taken online via online link provided by Dearborn Education's RECampus, and 2) a secondary device that shall transmit a live and uninterrupted view of the student from their offsite location (transmitted to The CE Shop or Dearborn Education's RECampus for live monitoring) as they take their online and timed final exam.

An end-of-course exam will not be administered to any student who does not satisfy the course attendance requirement.

If exam is administered in writing at a NCREC-approved facility, students will not be permitted to bring laptops, tablets, cell phones, or similar electronic devices (other than a basic calculator)

into the testing site on the day of an exam. Any student who brings such a device into the testing site on the day of an exam will be required to remove it before the exam begins.

Missed Exams

When the class offered is in person or synchronously (virtual online), New River Education will allow a *Broker Post-licensing Course* student who does not take the initial end-of-course exam as scheduled to take a makeup exam one time within ten (10) days of the last scheduled day of the course at a time and date stated by the Education Provider. ***Failure of the student to take the scheduled exam and student's subsequent use of this makeup exam will hereby forfeit any retake exam.***

When the class offered is ***asynchronously*** (self-paced on demand), a virtual, live proctoring and administration of any final exam will be offered. Failure to attend said final exam will constitute a failed attempt and student shall be required to schedule and attend any makeup exam within their allotted six month time frame for asynchronous offerings. ***Failure of the student to take the scheduled exam and student's subsequent use of this makeup exam will hereby forfeit any retake exam.***

Failed Exams

When the class offered is ***in person*** or ***synchronously*** (virtual online), New River Education will allow a *Broker Post-licensing Course* student who takes but does not pass the initial end-of-course exam (with a score of seventy-five percent [75%] or better) to retake the end-of-course exam one time; however all retakes must be within twenty-five (25) days of the last scheduled day of the course at a time and date stated by the Education Provider.

In the event the student is unsuccessful in achieving a final score of seventy-five percent (75%) on the retake exam, the student must reenroll with New River Education in a subsequently offered *Broker Post-licensing Course* at a cost determined by the service provider, eg The CE Shop or RECampus by Dearborn within 12 months of final exam attempt.

When the class offered is ***asynchronously*** (self-paced on demand), a virtual, live proctoring and administration of any final exam will be offered. New River Education will allow a *Broker Post-licensing Course* student who takes but does not pass the initial end-of-course exam (with a score of seventy-five percent [75%] or better) to retake the end-of-course exam one time. Student shall be required to schedule and attend any retake exam within their allotted six month time frame for asynchronous offerings. ***The student's failure to pass the scheduled virtual, live exam and failure to schedule any offered retake exam within their allotted 6 month course period will hereby forfeit any retake exam.***

In the event the student is unsuccessful in achieving a final score of seventy-five percent (75%) on the retake exam, the student must reenroll with New River Education in a subsequently offered *Broker Post-licensing Course* at a cost determined by the service provider, eg The CE Shop or RECampus by Dearborn within 12 months of final exam attempt.

Eligibility Requirements for Course Completion Certificate

To successfully complete the *Broker Post-licensing Course* and receive a course completion certificate, a student must:

- a) meet the attendance requirement of 90% of scheduled class time,
- b) timely submit completed in-class and take-home assignments, and
- c) pass the end-of-course exam with a minimum score of 75%.

Cheating

If a student is discovered to be cheating in any manner during an examination, the student will be immediately dismissed, will receive a failing course grade, will not be eligible for any retake or makeup policies, will receive no refund or reimbursement and will be reported to the NC Real Estate Commission [per *Commission Rule 58H .0203(h)*].

All-Inclusive Tuition/Fees

Pre-Licensing classes shall also be offered in a self-paced On Demand method, thereby incurring an expense to include the cost of self-paced instruction as well as any other packaged, On Demand instruction methods, e.g. inclusive of various materials requested and purchased by student. Such packages shall be aptly labeled and marketed via online accessibility through <https://www.newriverbrokerage.com/ncbrokerpost>. All On Demand Post-Licensing classes shall, upon their initial access by learners, have not more than a six (6) month access per NC Real Estate Commission rule. Eligibility and scheduling for any final or retake exam is predicated on the aforementioned and shall also be entirely completed not later than six (6) months from initial course access by learner. Per NC Real Estate Commission Rule, no extension of any Post-Licensing Course and/or exam shall be available beyond any six (6) month course window initiated by the learner. The learner is welcome to reenroll in any Post-Licensing course at the listed price found at New River Education (<https://www.newriverbrokerage.com/ncbrokerpost>), following the expiration of any allotted six (6) month period.

Broker Continuing Education Courses

Purpose of the Continuing Education Program

The primary objective of the mandatory *Continuing Education Program* is to help assure that licensees possess the knowledge, skills, and competency necessary to function in the real estate business in a manner that protects and serves real estate consumers and the public interest.

Per G.S.93A-38.5, brokers must complete eight (8) credit hours of instruction annually in subjects approved by the Commission in order to retain eligibility to actively engage in real estate brokerage. Per Commission Rule 58A .1702, the eight hours must be comprised of an Update course and four credit hours of elective courses.

Course Description(s)

2023-2024 General Update (GenUp): This course fulfills the 2023-2024 General Update continuing education (CE) requirements, and must be completed by June 10, 2024. Please note that BIC and BIC Eligible will not receive any credit (mandatory or elective) for a General Update course. BIC and BIC eligible must take Broker-in Charge Update (BICUP) along with a 4-hour elective.

Covered Topics Include:

- Section 1: NCREC Top Complaints
- Section 2: NCREC On Your Side FAQs
- Section 3: Challenges of a Changing Market
- Section 4: Legislative Desk: Law and Rules Updates
- Section 4: Lifestyles Desk: Licensing & Education

Please Note: If you did not complete your CE by the June 10th, 2023 Deadline, this course WILL NOT count towards 2022-2023 credits. If you did not complete your CE by the deadline, you must take 8 hours of elective CE Courses by 6/10/24 to satisfy your 2023 renewal cycle. In the event a broker completed one 4-hour CE course by June 10, 2023, they would need just one 4-hour elective to complete the 2022-2023 CE requirement.

2023-2024 Broker-in-Charge Update (BICUP): This course fulfills the 2023-2024 Broker-in-Charge Update continuing education (CE) requirements, and must be completed by June 10, 2024. Please note that Full Brokers and Provisional Brokers will not receive any credit (mandatory or elective) for a Broker in Charge Update course. BIC and BIC eligible must take Broker-in Charge Update (BICUP) along with a 4-hour elective.

Covered Topics Include:

- Section 1: NCREC Top Complaints
- Section 2: NCREC On Your Side FAQs
- Section 3: Challenges of a Changing Market
- Section 4: Legislative Desk: Law and Rules Updates
- Section 5: Lifestyles Desk: Licensing & Education
- Section 6: Business News: BIC Policies

Please Note: If you did not complete your CE by the June 10th, 2023 Deadline, this course WILL NOT count towards 2022-2023 credits. If you did not complete your CE by the deadline, you must take 8 hours of elective CE Courses by 6/10/24 to satisfy your 2023 renewal cycle. In the event a broker completed one 4-hour CE course by June 10, 2023, they would need just one 4-hour elective to complete the 2022-2023 CE requirement. Further, a Broker-In-Charge that failed to complete their June 10, 2023 CE Deadline shall receive no credit for taking this BIC Update prior to redeclaring their BIC eligibility and taking the requisite courses for CE completion.

Electives: Elective courses offered shall be regularly updated and posted online at <https://www.newriverbrokerage.com/ncbrokerce>

Course Materials

When live, Synchronous instruction is administered for a course, New River Education will provide each student with an online copy of course materials at <https://www.newriverbrokerage.com/course-supplementals>. Self-paced, On Demand courses will receive course materials from The CE Shop or Dearborn Education's RECampus' online portal following purchase. In Person learning students will receive print versions of the course materials, available as needed, or via provided online link for student's laptop or tablet device.

Testing

No test shall be administered for completion of any Broker Continuing Education course.

Eligibility Requirements for Course Completion Certificate

Per Commission Rule 58A .1705(a):

In order to receive credit for completing an approved continuing education course, a broker shall:

- (1) attend at least 90 percent of the scheduled instructional hours for the course;
- (2) provide their legal name and license number to the education provider;
- (3) present their pocket card or photo identification card, if necessary; and
- (4) personally perform all work required to complete the course.

Tuition

Pricing for Continuing Education courses will vary and shall be clearly posted along with an opportunity to purchase at <https://www.newriverbrokerage.com/ncbrokerce>. Depending on the course offered, a self-paced On Demand method of delivery will most likely be listed as a less expensive option versus an In-Person or Synchronous Online delivery method, whose costs will most likely be offered as the same amount. Please contact steve@newriverbrokerage.com with any further questions.

REGISTRATION REQUIREMENTS & EDUCATION PROVIDER POLICIES

Broker Pre-licensing & Post-licensing Requirements:

The minimum age requirement to obtain a real estate license in North Carolina is 18. Each student will be required to produce a government-issued identification for verification before purchase. The copy of the aforementioned government-issued identification shall accompany the Certification documents found on the last two pages of this disclosure document. This agreement is required by the North Carolina Real Estate Commission and outlines the rights and obligations of the Education Provider and the student.

Special Accommodations:

New River Education complies with the Americans with Disabilities Act and strives to ensure that no individual with a disability as defined by the ADA is deprived of the opportunity to participate in a course. **Individuals requiring reasonable accommodations under the Americans with Disabilities Act (ADA), in order to participate fully in an educational event, should contact Steve Robinson, (704) 400-1358 or steve@newriverbrokerage.com within seven (7) days**

of the course start date. Individuals are asked to provide a note detailing their ADA requirement needs.

Tuition and Fees:

New River Education, The CE Shop and Dearborn Education's RECampus accept credit cards (Visa, MasterCard, AMEX or Discover) Apple Pay & PayPal for full tuition at the time of enrollment. Full tuition payment is due at registration and prior to the start of a course. Course tuition includes student course materials as determined by the specific course. An approved textbook is required for each pre-licensing and post-licensing course. New River Education does not accept check or cash payments.

Broker Pre-licensing Course: Tuition information found at <https://www.newriverbrokerage.com/prelicensing>. Repeating Broker Pre-licensing Course tuition (after failing two examinations and enrolling within 12 months of the conclusion of the previous class) shall be specific to the respective provider, eg The CE Shop or RECampus by Dearborn.

Broker Post-licensing Courses: Tuition information found at <https://www.newriverbrokerage.com/ncbrokerpost> – plus \$55 + tax (shipping may apply) for the cost of a hardcopy/print textbook OR \$25 for the Digital NC Real Estate Broker Manual offered online by the NC Real Estate Commission, (used in all 3 courses). Repeating Broker Post-licensing Course tuition (after failing two examinations and reenrolling within 12 months of the conclusion of the previous class) shall be specific to the respective provider, eg The CE Shop or RECampus by Dearborn.

Continuing Education Course fees may vary based on location, course and/or instructor. Pricing currently found at <https://www.newriverbrokerage.com/ncbrokerce>

How Student Attendance Will Be Monitored and Recorded

In Person Classroom:

All attendance requirements will be monitored by instructor when classrooms number not more than 40 learners. When the number of classroom learners number more than 40 learners, a live monitor will be used to document and enforce classroom attendance rules. For Continuing Education classes, all learners will be expected to present a current NC Brokers license during attendance registration to verify their identity.

Laptop computers and wireless electronic devices are an integral part of life. While the Education Provider may offer some electronic access options for in-person learning, it is of the utmost importance to New River Education to ensure that electronic devices and laptop computers remain a benefit and not a distraction to the classroom environment. The guidelines below provide a framework directing the use of laptop computers and electronic devices in our pre-licensing and post-licensing classrooms:

1. The Education Provider endeavors to provide free Wi-Fi access at its onsite facilities; however, it cannot be guaranteed that Wi-Fi access will be available at all time during administration of any class. New River Education does not and cannot guarantee internet access or free Wi-Fi at any facility.

2. It is within the discretion of the instructors to specify when laptops, cell phones, and electronic devices may be used and when they should be put away. Instructors have full authority to determine appropriate policies for use of electronic devices in classrooms.
3. Students who need to use a cell phone (phone call, texting, email, etc.) must do so at one of the course breaks outside of the classroom. All cell phones must be silenced during class time.

New River Education is not responsible for lost or stolen laptops or electronic devices.

Virtual, Live Classroom (Synchronous):

All attendance requirements will be monitored by instructor when classrooms number not more than 40 learners. When the number of classroom learners number more than 40 learners, a live monitor will be used to document and enforce classroom attendance rules. For Continuing Education classes, all learners will be expected to present a current NC Brokers license upon entry to the Zoom meeting during attendance registration to verify their identity.

All attendance requirements will be monitored by the instructor and/or monitor by using Zoom software. We recommend students download Zoom and use a laptop or desktop computer to access the course. Cell phone or tablet access is not recommended, but can be utilized provided that 1) the learner's laptop or desktop is malfunctioning or unavailable and 2) the learner remains stationary and not within or operating any vehicle at any time during the entirety of any offered course. New River Education, its employees and affiliated companies shall not and do not assume responsibility for any resulting personal injury, death or property damage as a result of non-compliance with the aforementioned. Further, the learner is participating in the respective classroom offering on a voluntary basis and there is no implication of responsibility by New River Education, its employees or affiliated companies as a result of a learner paying for and attending any offered class session.

Learners should sign on to the scheduled meetings fifteen (15) minutes prior to the start time of class to ensure everything is in proper order. You will need to be logged into the session and visible for the duration of the class for us to know that you are present. Learners will verify receipt and use of materials with instructor via 1) instructor verification of accessible school supplementals (<https://www.newriverbrokerage.com/course-supplementals>) and 2) visual inspection of said items required for attendance and learning during classroom review and presentation. **It is the responsibility of the student to ensure they have reliable internet access for the duration of the course. Any time spent logged out of the course will count against your attendance.** Total time will be calculated from reports pulled when the course is concluded. Digital copies of all course books are available either at <https://www.newriverbrokerage.com/ncbrokerce> or via Dearborn Education's RE Campus following course purchase.

Technical Equipment Necessary to Complete the Course

Virtual, Live (Synchronous) Classroom:

We recommend synchronous students download Zoom and use a laptop or desktop computer to access the course. Cell phone or tablet access is not recommended, but can be utilized

provided that 1) the learner's laptop or desktop is malfunctioning or unavailable and 2) the learner remains stationary and not within or operating any vehicle at any time during the entirety of any offered course. New River Education, its employees and affiliated companies shall not and do not assume responsibility for any resulting personal injury, death or property damage as a result of non-compliance with the aforementioned. Further, the learner is participating in the respective classroom offering on a voluntary basis and there is no implication of responsibility by New River Education, its employees or affiliated companies as a result of a learner paying for and attending any offered class session.

Learners should sign on to the scheduled meetings fifteen (15) minutes prior to the start time of class to ensure everything is in proper order. We recommend having a reliable high speed internet connection available to you for the duration of the session. Your laptop or desktop (or tablet, cellphone if absolutely necessary), should have a working keyboard and mouse (or means to navigate the Zoom operation or other requirements), web camera, speakers and microphone. We recommend using the "Chrome" browser to effect the most reliable presentation. Safari and Firefox or other reliable browsers can also be used. You will need to be logged into the session and visible for the duration of the class for us to know that you are present. **It is the responsibility of the student to ensure they have reliable high speed internet access for the duration of the course. Any time spent logged out of the course will count against your attendance.** Total time will be calculated from reports pulled when the course is concluded. Digital copies of all continuing education course student manuals will be provided via link within the Zoom invite email and, if necessary, upon arrival in the Zoom meeting via chat from the instructor. Lastly, we recommend having additional equipment available to you in the event of failure and/or someone that can assist you for unforeseen technical issues.

Technical Support Service

Learners will follow [THIS LINK](https://support.zoom.us/hc/en-us/articles/201362003) (<https://support.zoom.us/hc/en-us/articles/201362003>) for Zoom customer service or dial +1.888.799.9666 ext 2 for technical support or contact Steve Robinson at 704.400.1358 or steve@newriverbrokerage.com.

Synchronous Virtual, Live Classroom:

All attendance requirements will be monitored using Zoom software. We recommend students download Zoom and use a laptop or desktop computer to access the course. Cell phone or tablet access is not recommended, but can be utilized provided that 1) the learner's laptop or desktop is malfunctioning or unavailable and 2) the learner remains stationary and not within or operating any vehicle at any time during the entirety of any offered course. New River Education, its employees and affiliated companies shall not and do not assume responsibility for any resulting personal injury, death or property damage as a result of non-compliance with the aforementioned. Further, the learner is participating in the respective classroom offering on a voluntary basis and there is no implication of responsibility by New River Education, its employees or affiliated companies as a result of a learner paying for and attending any offered class session.

Learners should sign on to the scheduled meetings fifteen (15) minutes prior to the start time of class to ensure everything is in proper order. You will need to be logged into the session and

visible for the duration of the class for us to know that you are present. Learners will verify receipt and use of materials with instructor via 1) instructor verification of accessible school supplementals (<https://www.newriverbrokerage.com/course-supplementals>) and 2) visual inspection of said items required for attendance and learning during classroom review and presentation. **It is the responsibility of the student to ensure they have reliable internet access for the duration of the course. Any time spent logged out of the course will count against your attendance.** Total time will be calculated from reports pulled when the course is concluded. Digital copies of all course books are available either at <https://www.newriverbrokerage.com/ncbrokerce> or via The CE Shop or Dearborn Education's RECampus following course purchase.

Technical support for any synchronous Pre-licensing or Post-licensing class will be found at THIS LINK (<https://support.zoom.us/hc/en-us/articles/201362003>) for Zoom customer service or dial +1.888.799.9666 ext 2 for technical support or contact Steve Robinson at 704.400.1358 or steve@newriverbrokerage.com.

On Demand, Self-Paced students should use the following access for technical support:

RECampus by Dearborn: Email- REtechsupport@dearborn.com Phone: 888.213.5124 Hours: Monday–Friday 9am – 6pm ET

The CE Shop: Email - Support@TheCEShop.com Phone 1.888.827.0777. Hours: Monday – Friday: 7 AM – 8 PM CT, Saturday: 9 AM - 5:30 PM CT, and Sunday: 9 AM – 1 PM CT. Seven days a week via phone, email, and instant chat

Cancellation Policy:

New River Education reserves the right to cancel or reschedule a course as needed. If New River Education cancels a course prior to its commencement, a full refund will be issued. If New River Education reschedules a course before the start date, the student may elect to continue with the new schedule or request a full refund. If a course is rescheduled during the offering of the class, the student may continue as scheduled or elect to withdraw from the course and re-enroll in another course at no additional charge.

Unforeseen events such as weather, instructor illness, or facility issues may cause New River Education to reschedule a future course or alter the schedule of a course in progress. New River Education will make a reasonable effort to accommodate the students and complete the course however such completion may require changes in dates, location, or instructor and the student is expected to abide by Education Provider's attendance requirements.

WITHDRAWAL/TRANSFER POLICY

Broker Pre-licensing Course:

Withdrawal/Transfer prior to course starting:

Upon written notice prior to the start of a course, students may transfer to another course or receive a full refund. Any returned hardcover/print books must be returned to the respective vendor, wrapped in their original condition before a full refund will be given. Written notice is

required for withdrawals and transfers. No refund will be issued without written notice prior to the start of a course.

Withdrawal/Transfer once course has begun:

With written notice, within 7 calendar days of beginning the course, students may withdraw and receive a tuition refund less a \$150 administrative fee. Students will not receive a refund for a withdrawal from the course after 7 days of the course start date.

With written notice, within 7 calendar days of the course start date, students may transfer to a future course for a \$75 administrative fee. Students may not transfer from the course after 7 days of the course start date.

Upon payment of a tuition fee established by the respective On Demand provider, a student who does not complete or pass a broker pre-licensing course offered by the Education Provider may retake the course within a period of 12 months from the most recent final exam attempt.

On Demand (self-paced) purchased Pre/Post-Licensing courses are non-refundable fifteen (15) days following the respective course purchase date. Access to each of these courses is limited to one hundred eighty (180) days from the purchase date. Class transfers are not made available by New River Education for On Demand offerings. In person offered Post classes allow for transfers request by written notice to New River Education within thirty (30) days of purchase of the respective course.

Broker Post-licensing Course:

Withdrawal/Transfer prior to course starting:

Upon notice prior to the start of a course, the student may transfer to another course or receive a full refund. Notice is required for withdrawals and transfers. No refund will be issued without notice prior to the start of the course.

Withdrawal/Transfer once course has begun:

Attendance in a New River Education Pre-licensing or Post-licensing class does not guarantee passage of any examinations. Failure of the student to master the content and possess sufficient knowledge and skill to pass the examinations does not entitle the student to a refund.

Upon payment of a tuition fee determined by the respective On Demand service provider, a student who does not complete or pass a broker post-licensing course offered by the Education Provider may retake the course within a period of 12 months from the most recent final exam attempt.

On Demand (self-paced) purchased Pre/Post-Licensing courses are non-refundable fifteen (15) days following the respective course purchase date. Access to each of these courses is limited to one hundred eighty (180) days from the purchase date. Class transfers are not made available by New River Education for On Demand offerings. In person offered Post classes allow for transfers request by written notice to New River Education within thirty (30) days of purchase of the respective course.

Broker Continuing Education Course:

Tuition paid by a student for purchase of any 4 hour Broker Continuing Education Course shall, upon receipt, be valid for a period of not more than 12 months from receipt by New River Education.

Withdrawal/Transfer prior to course starting:

Upon notice prior to the start of a course, the student may transfer to another course or receive a full refund. Notice is required for withdrawals and transfers. No refund will be issued without notice prior to the start of the course. Absent prior transfer or notice by student, any tuition will be deemed paid, non-creditable and non-refundable after the conclusion of the originally requested and scheduled course.

On Demand (self-paced) purchased CE courses are non-refundable following a student's commencement of activity on the respective course. Access to each of these CE courses is limited to thirty (30) days from the start of first access. Transfers or full refunds are only possible before commencement of activity on the respective course. Please note that access is commensurately reduced if the enrollment occurs within thirty (30) days of the June 10 deadline.

EDUCATION PROVIDER INFORMATION

Laptop & Electronic Device Usage Policy (In-Person Onsite Learning):

Laptop computers and wireless electronic devices are an integral part of life. While the Education Provider may offer some electronic access options for in-person learning, it is of the utmost importance to New River Education to ensure that electronic devices and laptop computers remain a benefit and not a distraction to the classroom environment. The guidelines below provide a framework directing the use of laptop computers and electronic devices in our pre-licensing and post-licensing classrooms:

1. Post-licensing students will need to access the *North Carolina Real Estate Broker Manual* in class by way of printed or digital manual.
2. The Education Provider endeavors to provide free Wi-Fi access at its onsite facilities; however, it cannot be guaranteed that Wi-Fi access will be available at all time during administration of any class. New River Education does not and cannot guarantee internet access or free Wi-Fi at any facility.
3. It is within the discretion of the instructors to specify when laptops, cell phones, and electronic devices may be used and when they should be put away. Instructors have full authority to determine appropriate policies for use of electronic devices in classrooms.
4. Students who need to use a cell phone (phone call, texting, email, etc.) must do so at one of the course breaks outside of the classroom. All cell phones must be silenced during class time.
5. The possession and use of laptops and wireless electronic devices is strictly prohibited during onsite exams or quizzes unless the device is being used to take the exam or quiz

and is being proctored.

New River Education is not responsible for lost or stolen laptops or electronic devices.

Class schedules, registration information and forms, and general Education Provider information are available at <https://www.newriverbrokerage.com/education> and upon request by phone, mail or e-mail.

Student Conduct and Exam Confidentiality:

Students are expected to conduct themselves in a manner befitting mature adults. Dress may be comfortable but in good taste. Dismissal without recourse will be imposed for behavior that, in the judgment of the instructor or staff, reflects negatively on the Education Provider or otherwise disrupts the learning environment. Students are not permitted to bring a computer or cell phone to class on the day of their onsite midterm or final exams. Those with any form of a computer or cell phone in their possession on the day of an exam will be asked to leave their devices within their car or at home until they have completed the exam. Any use of said device during an onsite midterm or final exam will result in immediate failure and dismissal. The Education Provider is required to report students suspected of cheating to the NC Real Estate Commission. **Exams are confidential and will not be accessible for student review after they have been graded.**

All students at all times are required to adhere to NCREC rules regarding examination related conduct and confidentiality of examinations as set forth by NCREC in the following rules.

21 NCAC 58A .0404 EXAMINATION RELATED CONDUCT (a) When taking a license examination, an applicant shall not: (1) cheat or attempt to cheat on the examination by any means, including giving or receiving assistance or using notes of any type; (2) communicate with any person other than an examination supervisor for any purpose in any manner; (3) have in his or her possession or utilize in any manner study materials or notes or any device that may be used to: (A) communicate with others; (B) access information; or (C) record or store photographs, visual images, audio or other information about the examination; (4) have in his or her possession or utilize a calculator that: (A) permits the storage, entry or retrieval of alphabetic characters; or (B) is not silent, hand-held and either battery-powered or solar-powered; (5) have in his or her possession a wallet, pocketbook, bag or similar item that can be used to store materials prohibited by this Rule; (6) refuse to demonstrate to the examination supervisor that pockets on any item of clothing do not contain materials prohibited by this Rule; (7) leave or attempt to leave the testing area with any materials provided for the purpose of taking the examination or with any information, notes or other information about the content of the examination; or (8) refuse to comply with the instructions of the Commission and the Commission's test provider for taking the examination; or (9) disrupt in any manner the administration of the examination. (b) Violation of this Rule shall result in dismissal from an examination, invalidation of examination scores, forfeiture of examination and application fees and denial of a real estate license, as well as for disciplinary action if the applicant has been issued a license.

21 NCAC 58A .0405 CONFIDENTIALITY OF EXAMINATIONS Licensing examinations are confidential. No applicant or licensee shall obtain, attempt to obtain, receive, or communicate to other persons examination questions or answers. Violation of this Rule is grounds for denial of a

real estate license if the violator is an applicant and disciplinary action if the violator is a licensee or becomes a licensee prior to the discovery of the violation by the Commission.

Visitors/Guests:

Courses at New River Education are open to enrolled students only. Enrolled students MAY NOT bring children, visitors or guests to the classroom.

Schedule/Hours/Holidays:

Course schedules are published separately from this bulletin and are available on our website at <https://www.newriverbrokerage.com/education>. Schedules will reflect beginning, ending and exam dates as well as the hours of each class. Holidays observed include New Year's Eve/Day, Martin Luther King Day, Juneteenth, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day/Day After and Christmas Eve/Day.

Unforeseen events such as weather, instructor illness, or facility issues may cause New River Education to reschedule a future course or alter the schedule of a course in progress. New River Education will make a reasonable effort to accommodate the students and complete the course however such completion may require changes in dates, location, or instructor. Students are expected to meet all attendance requirements.

Inclement Weather Policy:

In the event of inclement weather or a local or national emergency, students are asked to view our website for Education Provider closing information.

LOCATIONS/FACILITIES

Charlotte Administrative Office:

email - steve@newriverbrokerage.com

tel - (704) 400-1358

address - 2329 Commonwealth Ave, Charlotte, NC 28205-5129

Venue:

Online (virtual classroom) *synchronous*, Self-paced On Demand *asynchronous* and/or blended education programs. In-person learning opportunities, facilities TBD

Education Provider Licensure & Approval:

New River Education is certified by the North Carolina Real Estate Commission.

NEW RIVER EDUCATION

CERTIFICATION

This agreement is between **New River Education** (hereinafter “EDUCATION PROVIDER”) and the customer or student (hereinafter “STUDENT”). The physical or digital signature of STUDENT constitutes the complete agreement of policies and procedures between the parties.

EDUCATION PROVIDER agrees to provide STUDENT the purchased course(s) indicated below in accordance with the requirements prescribed by the North Carolina Real Estate Commission.

(Please check all applicable courses below)

Broker Pre-licensing Course

Broker Post-licensing Education Courses (30 classroom hours each):

- #301 - Broker Relationships and Responsibilities(BRR)
- #302 - Contracts and Closing (C&C)
- #303 - NC Law, Rules & Legal Concepts (NCL)

Broker Continuing Education Courses

- STUDENT agrees to pay tuition for the course(s) indicated above
- STUDENT agrees to all policies and procedures outlined in this document
- By their signatures, the official signing for EDUCATION PROVIDER certifies delivery of a copy of EDUCATION PROVIDER’S Policy and Procedure Document to STUDENT and STUDENT acknowledges receipt of such Document before purchase of course or product.
- **Student agrees and acknowledges that unforeseen events such as weather, instructor illness, and technical or facility issues may cause EDUCATION PROVIDER to reschedule a future course or alter the schedule of a course in progress. EDUCATION PROVIDER will make a reasonable effort to accommodate STUDENT and complete the course however such completion may require changes in dates, location, or instructor. Such unforeseen changes do not entitle STUDENT to a refund.**

More detailed policies are in the attached Policies and Procedures document and STUDENT, by execution hereof agrees to the policies and procedures detailed therein. If, in the sole opinion of EDUCATION PROVIDER, STUDENT violates any relevant portion of these policies and procedures, EDUCATION PROVIDER reserves the absolute right to

demand the dismissal of STUDENT. Such dismissal shall result in a forfeit of any and all STUDENT tuitions, fees or payments received by EDUCATION PROVIDER.

By execution hereof, I certify that the information contained in the Policies and Procedures Disclosure is true and correct and that New River Education will abide by the policies contained herein.

Steve Robinson, DREI



Owner/Director of Education

New River Education

June 26, 2023

I certify that I received a copy of New River Education's **Policies & Procedures Disclosure** prior to payment of any non-refundable course registration fee or tuition.

Full Legal Name of Prospective Student

email address

Signature of Student

telephone number

date