

# ***SOUTHERN CHOICE REAL ESTATE ACADEMY***

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## **Policies & Procedure Disclosure For Postlicensing Courses**

Date of Bulletin Publication: June 2023

Legal Name of Education Provider: Southern Choice Real Estate Academy, LLC

Name of Education Director: Lee Eatmon

Names of School Officials and Faculty:

- Kerrie Landers – Assistant Director
- Jack Burnish – Instructor
- PJ Doherty – Instructor
- Kasey Kline – Instructor
- Jessica Mote – Instructor
- John Starling – Instructor
- Stephen Sulkey – Instructor

### **PURPOSE OF THE ACADEMY**

The Southern Choice Real Estate Academy, LLC has partnered with Aceable Agent to offer an Asynchronous *Broker Prelicensing Course* required for an individual to qualify for the real estate license examination to become licensed as a “provisional” broker.

The Southern Choice Real Estate Academy, LLC conducts the Broker Postlicensing courses required in order for a licensee to remove the “provisional” status of his/her broker license. Southern Choice has also partnered with RECampus/Dearborn to offer Asynchronous Postlicensing Courses.

The Southern Choice Real Estate Academy, LLC conducts *Continuing Education* courses required for an individual to maintain Active Status for their NC Real Estate License. Southern Choice has also partnered with RECampus/Dearborn to provide Asynchronous Continuing Education Courses.

### **EDUCATION PROVIDER CERTIFICATION**

Southern Choice Real Estate Academy, LLC is certified by the North Carolina Real Estate Commission. Any complaints concerning the Education Provider, or its affiliated instructors, should be directed in writing (form is provided on the Commission’s homepage) to:

North Carolina Real Estate Commission  
1313 Navaho Dr.  
Raleigh, NC 27609

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, HANDICAP STATUS, OR RELIGION.

## COURSE OFFERINGS

Southern Choice Real Estate Academy offers:

- Asynchronous *Broker Prelicensing Course* with Aceable Agent required to qualify to take the license examination to become licensed as a real estate provisional broker in North Carolina; and
- The *Postlicensing 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 POSTLICENSING COURSES

**Purpose of the Postlicensing Program:** The primary objection of the *Postlicensing Education Program* is to provide instruction at a level beyond that provided in the *Broker Prelicensing Course* on topics deemed to be of special importance to licensees.

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

The Postlicensing 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 Postlicensing 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. Southern Choice offers Postlicensing courses Synchronous (Zoom) as well as Asynchronous through RECampus/Dearborn.

#### Course Descriptions:

The "*Broker Relationships and Responsibilities*" Post #301 course includes 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.

The "*Contracts and Closing*" Post #302 course includes 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 disclosures preparation, contracts for deed, options, and selected real estate license status and education issues.

The "*NC Law, Rules, and Legal Concepts*" Post #303 course includes 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 edition of the *NC Real Estate Manual* and *North Carolina License Law and Commission Rules* booklet during each Postlicensing course session. Southern Choice DOES allow a student to use the online versions of the *NC Real Estate Manual* and *NC License Law & Commission Rules* booklet during classes. We recommend the digital version of the textbook.

**End-of-Course Exams** will not be administered to any student who does not satisfy the course attendance requirement, which is 90% of the course (3 hours total). In-person classroom Students are not 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 commences. For Synchronous proctored exams, the School will email the Exam, and it will be monitored by the teacher with the assistance of a Proctoring application (Zoom). A passing grade is 75%.

**Missed Exams:** Southern Choice will allow a *Broker Postlicensing Course* student who does not take the initial end-of-course exam as scheduled to take a makeup exam one time within seven (7) days of the last scheduled day of the course at a time and date determined by the teacher and student and coordinates with the school's schedule.

**Failed exams:** Southern Choice WILL allow a *Broker Postlicensing Course* student who takes but does not pass the initial end-of-course exam to retake the end-of-course exam one (1) time. However, all retakes must be within seven (7) days of the last scheduled day of the course at a time and date determined by the teacher and student and coordinated with the school's schedule. One retake is also allowed with Asynchronous courses.

**Eligibility Requirements for Course Completion Certificate(s):** To successfully complete a *Broker Postlicensing Course* and receive a course completion certificate, a student must:

- Meet the attendance requirements (attend 90% of class)
- Timely submit completed in-class and take-home assignments, and
- Pass the end-of-course exam with a minimum score of 75%

## STUDENT PROGRESS AND GRADES

**Conduct:** A student shall direct his or her attention to the instruction being provided and refrain from engaging in activities unrelated to the instruction which are distracting to other students or the instructor, or which otherwise disrupts the orderly conduct of a class.

Prohibited conduct includes sleeping, reading a newspaper or book, performing office/other work, carrying on a conversation with another student, making or receiving telephone calls, driving, or repeatedly interrupting and/or challenging the instructor in a manner that disrupts the teaching of the course.

### Attendance:

- Students in an in-person or synchronous (Zoom) distance learning Broker Postlicensing Course must attend a minimum of 90% of all scheduled instructional hours (can miss up to three hours)
- Attendance will be closely monitored, including late arrivals and early departures from class sessions and from all scheduled breaks, during in-person and synchronous distance learning courses. All time missed will be recorded for each student.
- Synchronous students MUST be on camera.

**Course Completion Requirements:** For Postlicensing all missed quizzes/tests and homework assignments must be completed prior to the last class session, in order to take the final course examination during the last class session, complete the course, and receive a course completion certificate. If a missed final examination must be re-scheduled, the STUDENT has up to seven (7) days after the original end-of-course date to schedule and complete the final examination. Final examination retakes may be scheduled with the course instructor and retaken one (1) time without repeating the course, as long as it is within seven (7) days of the original end-of-course date. Note: Retake examinations are a different version from the original end-of-course examination and must be passed by the same percentage score as the original course examination. There is one (1) retake opportunity for Postlicensing courses.

## REGISTRATION, ENROLLMENT, AND CONDUCT

**Registration:** To enroll in a Postlicensing course, the student may register on our website or by phone.

**Tuition and Fees:** Southern Choice accepts the following forms of payment: VISA, Mastercard, Discover, American Express, cash or check. For Zoom classes the payment must be paid for in advance. For Live classes, payment is allowed when checking into class. For Synchronous classes, payment must be paid at registration.

**Returned checks** shall be immediately paid in full by STUDENT plus a \$25 processing fee. No STUDENT may continue in a class unpaid.

The Postlicensing tuition fee for #301 and #302 is \$189. The fee for #303 fee is \$195. Payment for Post will not be accepted until STUDENT has certified that the STUDENT has read the Southern Choice's Policies and Procedures Disclosure (PPD), and the STUDENT agrees to abide by all of the outlined policies. STUDENTS may read the official Disclosure and agree to the terms either digitally during online registration, as a separate link on the school's website, or in person at the ACADEMY office.

**Course Cancellation or Rescheduling / Refunds:** Southern Choice reserves the right to cancel or reschedule a course as needed. Students enrolled in a rescheduled or cancelled course will be given a minimum three (3) days' notice of the cancellation or revised course schedule.

If a course is cancelled or rescheduled, students will have the following options:

1. Move to another class
2. Receive a refund

**Late Registration:** Late registrations will only be accepted provided space and materials are available.

**Repeat Privilege:** As STUDENT, you receive a repeat privilege for any course in which you have enrolled. Repeat privilege means that the student may re-enroll one (1) time within six (6) months of the ending date of the course if he/she failed the end of course exam or dropped out of the course for any reason for 50% of the original tuition plus the cost of a book if a new edition is needed. Repeat privileges will be based on space availability.

**Policy on Rescheduling & Cancellation:** For inclement weather for in-person classes, follow the County School's closures for the county you are taking the course. For inclement weather with Zoom classes, we will follow the New Hanover County School closures. Any rescheduling due to weather or other emergencies will be made up as soon as possible. The teacher will coordinate with the students on a better time for the class. Should a course be cancelled, the student will receive a full refund.

**Refund of Tuitions & Fees:** Southern Choice agrees to refund tuition to the STUDENT less a \$35 processing fee if the STUDENT withdraws BEFORE the first scheduled Live or Synchronous class session. A refund will NOT be granted after the class has begun. For Asynchronous classes, refunds will not be granted to courses that have already been started. This includes the three-course package.

**Student Conduct:** A student shall direct his or her attention to the instruction being provided and refrain from engaging in activities unrelated to the instruction which are distracting other students or the instructor, or which otherwise disrupts the orderly conduct of a class.

Prohibited conduct in Live or Synchronous courses includes sleeping, reading a newspaper or book, performing office/other work, carrying on a conversation with another student, making or receiving telephone calls, driving, or repeatedly interrupting and/or challenging the instructor in a manner that disrupts the teaching of the course.

**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, and will be reported to the NC Real Estate Commission [per *Commission Rule 58H .0203(h)*].

## ADDITIONAL SCHOOL POLICIES

### FOR IN-PERSON AND SYNCHRONOUS CLASSES

Students give ACADEMY permission to record my image and/or voice and grants ACADEMY all rights to use these recordings or photographs in any medium for educational, promotional, advertising, or other purposes that support the mission of the ACADEMY.

**Procedure for Requesting Special Accommodations:** Southern Choice complies with the Americans with Disabilities Act (ADA) 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. If a particular handicap accommodation must be met, please contact the director seven (7) days in advance of the start of class so that arrangements may be met. Notice may be given in person, phone, or by email to the director.

**Course Schedules:** Course schedules are published separately from this Disclosure. Schedules are available at the ACADEMY and upon request by phone, email or US mail. They are also posted on our website at SouthernChoice.com under "Post-Licensing".

**Use of Tech Equipment:** Operation of cellular telephones, texting devices, and accessing online manuals during instructional time are allowed with instructor permission and guidelines. Personal laptops may be used in the courses with the NC RE Manual in the digital format. Approved electrical outlets will be provided to students. Students are responsible for fully operational technical equipment. Wireless Internet access will be provided when available.

The school reserves the right to expel any student without a refund or credit after repeated rule violation warnings.

**To Register:** Visit our website at SouthernChoice.com or call our office at 910-791-9813.

**Location of Classes:** Southern Choice Real Estate Academy Live classes will be held in the training room of Southern Choice at 4900 Randall Parkway, Suite A, Wilmington, NC. No smoking will be allowed in the classrooms.

**Visitors:** Classroom courses at Southern Choice are open to enrolled students only. Enrolled students may not bring visitors to the classroom without prior approval of the Education Director.

### **FOR ASYNCHRONOUS (SELF-PACED) COURSE GUIDELINES**

**Registration:** Southern Choice has partnered with RECampus / Kaplan to bring you the Asynchronous (Self-Paced) Postlicensing Courses. The courses are done on your own time, at your own pace. Once registered with RECampus, you will have 180 days to complete your purchase (either one course purchased separately or the three-course package) and their course exams.

**Extensions are not allowed.** The student will need to complete all of the coursework including the Unit Exams to complete the course. There is a final exam for each Post course. The RECampus/Kaplan Proctoring Service must be used for the Postlicensing exams. All of the coursework must be completed before an exam may be scheduled.

If a student does not complete or fails a Post course, they may retake the course at a discounted rate.

**Refund Policy:** A refund will not be granted once the Student has begun any part of the coursework.

### **CERTIFICATION OF TRUTH AND ACCURACY**

“I certify that the information contained in this Policies & Procedures Disclosure is true and correct and that SOUTHERN CHOICE REAL ESTATE ACADEMY will abide by the policies herein.”

*Lee Eatmon*

*Education Director*

### **CERTIFICATION OF RECEIPT**

“I certify that I received a copy of Southern Choice Real Estate Academy’s Policies & Procedures Disclosure prior to payment of any non-refundable course registration fee or tuition.”

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*Full Legal Name of Prospective Student*

*Revised June 2023*