



## **School and Course Catalog**

**Nevada**

**Volume 1 – November 2022**

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### Mission Statement

The mission of Colibri Real Estate (hereinafter referred to as either Colibri Real Estate or the School) is to help customers achieve more in their days and careers. We do this through products and job aids that help professionals become licensed, stay licensed, and gain the skills to perform at the top of their fields.

### Privacy Policy

Read our privacy policy in its entirety on our website: <https://www.colibrirealestate.com/privacy-policy/>.

### Course Approvals

Colibri Real Estate has received approvals from real estate regulatory boards in 39 states for our online (asynchronous and synchronous) courses in Real Estate Salesperson/Broker Pre-License, Post-License, and/or Continuing Education. Our courses are also approved by the Association of Real Estate License Law Officials (ARELLO) and/or the International Distance Education Certification Center (IDECC) in the states where it is required by law.

The program listed in this catalog has been approved for Colibri Real Estate to offer by the Nevada Real Estate Division toward the required education for the Nevada real estate salesperson license.

### Faculty and Administrative Staff Information

Prospective Student Phone Number:	844-701-2946 Mon – Fri 8:00 am – 8:00 pm (CT), Sat 10:00 am – 5:00 pm (CT)
Enrolled Student Phone Number:	866-739-7277 Mon – Fri 8:00 am – 7:00 pm (CT), Sat 9:30 am – 4:00 pm (CT)
Customer Service Email Address:	<a href="mailto:Support@ColibriRealEstate.com">Support@ColibriRealEstate.com</a>
Lead Instructors:	William “Bill” Wilkis, Nevada Director Brian “BJ” Rosow David Rosow
Instructor Email:	<a href="mailto:NVInstructor@ColibriRealEstate.com">NVInstructor@ColibriRealEstate.com</a>
Owner:	McKissock, LLC
Real Estate Office Staff:	Erica Bailey, Customer Service Manager Brian Betts, Head of Colibri Transformation Jolita Brazzano, Faculty Director Jim Gallagher, Head of RE Digital Innovation, Interim Head of Real Estate National Brands Jennifer Hoff, President of Real Estate Lori Jeffers, Director of Learning Operations Tina Lapp, RE Operations, Customer Success and Instructional Delivery

	Erik Nielsen, Head of RE Marketing Kristin Pope, Customer Service Operations Manager Ian Purnell, Curriculum Supervisor Garrett Renner, Customer Services Admin Team Manager Andrew Robinson, Head of Product Innovation Leila Shirazi, Instructor Acquisition and Onboarding Coordinator Elma Sinanovich, Admissions Manager Katelyn Taylor, Senior Regulatory Compliance Associate Emily Timblin, Real Estate Regulatory & Compliance Manager Brad Tucker, Head of RE Revenue: Pre-Licensing Jackie Vincent, VPS Regulatory & Compliance Manager
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## Non-Discrimination and ADA Policy

Colibri Real Estate will not discriminate based on age, color, creed, familial status, gender identity, handicapping condition, language, marital status, national origin, race, religious preference, sex, or sexual orientation in the establishment of fees, entrance qualifications or standards for successful completion of this or any course.

## Course Delivery Descriptions

The Nevada Real Estate Sales Pre-Licensing Education Program content is delivered to students through distance education:

**Asynchronous Online** – (“Online”) Self-paced internet courses that students access at any time from the student dashboard. Students are separated from the instructor by both distance and time.

## School Calendar and Observed Holidays

Our offices are closed in observance of the following United States holidays: New Year's Day, Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas Day. Emails and phone calls will be answered the next day our office is open.

Students enrolled in Online courses can access those courses even if our offices are closed.

## Enrollment Period

### Online Courses

There is an open enrollment period for our Online real estate courses. Students can register for these courses 24 hours a day, 7 days a week, 52 weeks a year.

## Duration of Course Access

### Online Courses

If enrolled in multiple courses, they will open one-at-a-time upon completion of the previous course in the sequence. Access to the first course expires 6 months (180 days) after the enrollment date, if not complete before then. Subsequent courses expire 6 months (180 days) after the completion date of the previous course in the sequence.

If enrolled in the full Nevada Real Estate Sales Pre-Licensing Education Program, access to the 90-hour Nevada Pre-License Course will expire 6 months (180 days) after the enrollment date, if not completed before then, and access to the 30-hour Nevada Pre-License Course will expire 6 months (180 days) after the completion date of the 90-hour Nevada Pre-License Course, if not completed before then.

If a student is unable to complete a course before it expires, they may purchase additional access time (“course extensions”) in the following increments according to the fee schedule below, by calling **866-739-7277** during regular business hours:

Additional 7 Days	\$50
Additional 30 Days	\$75
Additional 60 Days	\$125

Students may purchase course extensions prior to or after course expiration, however extensions must be purchased prior to course expiration to prevent interruption of the program. Students may purchase course extensions more than once for any course until the student either completes the course or decides to terminate their enrollment in the program.

Fees for course extensions are not eligible for refund.

### Facilities

Students can work on their course(s) from any computer, smartphone, or tablet with an internet connection – whether it is at home, work, public library, etc. Therefore, a description and floor plan of our facilities does not apply.

### Equipment Needed

Students will need a device with Internet access to take these courses (ex. computer, smartphone, or tablet). Technical issues may arise if not running updated versions of the major browsers or operating systems, and we may be limited in the assistance we can offer until those systems are up to date.

### Operating Systems

Windows Vista, 7, 8, 10

Microsoft no longer supports Windows XP (still may work, but we do not support and recommend you upgrade)

Mac OS X 10.4 to 10.9

(Linux Distributions not currently supported, but may work because our software is browser based)

### Browsers

General rule to which browsers we support is as follows:

The current major build minus 1 is what we officially support for each major browser (Internet Explorer, Mozilla Firefox, Google Chrome, and Safari). Example: If the current version of Firefox is 29, we will support versions 29 and 28.

## Internet Connection

We cannot guarantee our courses will run on dial-up service as they are optimized for broadband. Minimum Broadband Specs of 500 Kbps download and 384 Kbps upload. Recommended 1 Mbps download and 768 Kbps upload. Wireless Broadband can run slowly on videos depending on connection speeds. 4G Network recommended for wireless.

## Technical Support

If you need assistance, email [Support@ColibriRealEstate.com](mailto:Support@ColibriRealEstate.com) or call **866-739-7277** during business hours. Our Customer Service staff will work with Technical Support to help resolve your issue.

Questions about real estate or the course content should be directed to the course instructor.

## Credit for Previous Education and Training

The Nevada Real Estate Division requires that students complete 120 hours of specific pre-license coursework before they are eligible to take their state licensing exam and apply for a license. Colibri Real Estate does not grant credit for previous education and training.

## Entrance Requirements

There are no prerequisite requirements to take this course, and no special computer knowledge or program training is necessary. In fact, if you can move a mouse, point and click, and type a few words on your keyboard, you are more than qualified.

You must be at least 18 years of age and pass a background and fingerprint check to be licensed in Nevada, after completing the pre-license course. After you pass the course, you can schedule your licensing exam with Pearson VUE, the chosen license examination provider for the State of Nevada. Their candidate handbook is provided with your course materials, or you can visit their website: <https://home.pearsonvue.com/nv/realestate>. For more detailed information about obtaining a real estate sales person's license, visit the Nevada Real Estate Division's website: [http://red.nv.gov/Content/Real\\_Estate/Salesperson/Initial\\_License\\_Requirements/](http://red.nv.gov/Content/Real_Estate/Salesperson/Initial_License_Requirements/).

## Tuition

Tuition for this coursework ranges from **\$373.00** to **\$603.00** (based on the package selected). Tuition includes all the online supplemental materials, completion certificate, technical support, and customer care support.

Additional fees apply for course extensions, which are detailed in the **Duration of Course Access** sections of this catalog. Additional fees apply for additional final exam attempts, which are detailed in the **Procedure for Course Final Exam** section of this catalog. Fees for course extensions or additional final exam attempts are not eligible for refund.



Proctor fees (if applicable) license exam fees and state licensing fees are paid to separate entities and are not included in tuition.

## Funding

As a Non-Degree granting school, tuition is paid at registration by credit/debit card. We do not offer any funding.

## Attendance and Progress Policies

### Online Courses

Our Online courses are self-study internet courses and, as such, there is no way to have “missed sessions” or absences for these classes.

Students can work at their own pace and complete their coursework at any time before course expiration; there is not a schedule of progress to which students must adhere.

If a student is unable to complete a course before it expires, they may purchase additional access time (“course extensions”), as detailed in the **Duration of Course Access** section of this catalog. Students may purchase course extensions prior to or after course expiration, however extensions must be purchased prior to course expiration to prevent interruption of the program. Students may purchase course extensions more than once for any course until the student either completes the course or decides to terminate their enrollment in the program.

Fees for course extensions are not eligible for refund.

## Rules of Student Conduct and Conditions for Probation or Dismissal

Students are expected to complete all coursework. Inappropriate student behavior is grounds for termination and forfeiture of your education. Inappropriate behavior includes but is not limited to cheating, fraud, use of profane language in written and verbal interactions with our instructors, other students, partners, staff, or website, verbally abusive language toward instructors, other students, partners, or staff, threatening, and bullying. Students with repeated offenses will be dismissed at the school’s discretion.

## Grading System and Criteria

### Online Courses

To complete an Online course and receive a completion certificate, students must successfully complete the following requirements:

- Read all chapters,
- Pass all chapter quizzes and practice exams (if applicable), and
- Pass the course final exam with a grade of 80% or higher.

## Procedure for Quizzes and Practice Exams

### Online Courses

Each chapter of the Online course is followed by an online multiple-choice quiz. Once submitted, the system displays the percentage score at the top, then displays feedback on the questions answered correctly and incorrectly. If the quiz was passed, the next chapter becomes available. If the quiz was failed, the student can click the “Take Review Quiz” button and retake the quiz or opt to review the chapter again by clicking the “Review Chapter Info” button. Access to the next chapter will remain locked until the quiz for the current chapter has been passed.

If the Online course contains a practice exam, it will be accessible after completion of all chapter readings and chapter quizzes and before the final exam. The Practice Exam is an online multiple-choice quiz that must be passed before the final exam will be accessible.

## Procedure for Proctored Course Final Exam for Pre-License Courses

The Nevada Real Estate Division requires that **pre-license courses conclude with a proctored and timed final examination**, allowing three hours to complete the exam. A minimum score of 80% is required to pass proctored final exam. Up to 2 attempts at the proctored final exam for a course are included in course tuition. Exams taken with proctors that do not meet the following criteria will be marked as failed attempts and updated to a score of 0%. If a student is unable to pass either of the two attempts (in accordance with the proctoring policy) for a course, the student may purchase additional attempts in sets of two for \$50.

We recommend scheduling exams during our office hours, so that assistance is available should you experience a problem. If you decide to schedule your exam outside of our office hours, phone support will not be available. Allow approximately one minute per question (example: a 50-question exam would require 50 – 60 minutes).

## Online Courses

We offer two proctoring options for our Online courses. The first is through our online proctoring partner, MonitorEDU. The second is to find and schedule an appointment with an in-person proctor in your area.

### Online Proctoring with MonitorEDU

Proctoring through MonitorEDU costs \$15.00 per exam and does not require an advance appointment. You must have two internet-connected devices with cameras. You will use one device to take the exam. You will use the second device to monitor the testing area. For example, you can take your exam on a laptop or desktop and use your smartphone/tablet (with a camera) as the second device. If you are unsure if your device will work, use the Test Device button found under How It Works on the MonitorEDU webpage. When you are ready to start your exam, follow these steps to connect with MonitorEDU:

1. Click the MonitorEDU link in your course. Do **not** go beyond that page in your course until your proctor tells you to.
2. On the webpage that opens, click on the link to pay for your exam.
3. As soon as you pay, return to the webpage, and click on the Start Exam Now button on the homepage.
4. Fill in the three lines on form that pops up.
  - a. Use your full name you used to register for your course.
  - b. Enter your phone number.
  - c. Enter the name of your course:
    - a. Nevada Salesperson Prelicense
    - b. Nevada Preparation of Contracts
    - c. Nevada Agency Course
5. A proctor will reach out to you via a chat where they send you links to open a full video chat on both of your devices.
6. Once the chats are established, follow the directions of the proctor.



## In-Person Proctoring

**First, print out the following files from the Documents section of your course dashboard:**

- Proctor – Final Exam Policy
- Proctor Instructions (for you to give to your proctor before your exam)

Distance Learning has strict policies regarding proctor selection. **An acceptable proctor is a disinterested third party with no conflict of interest who:**

- verifies that the person taking the exam is the person registered for the course;
- observes the student taking the exam while he/she is taking the exam;
- ensures that the student does not use aids of any kind;
- ensures that any calculator used is nonprogrammable;
- ensures that the limitations on the final exam are not exceeded;
- certifies to the education provider that all requirements for the final exam have been met;
- submits to the provider a signed statement to that effect; and
- ensures that any student's mobile device, cell phone, or camera is shut down and put away while at the test site.

Relatives, spouses, friends, neighbors, and co-workers are NOT acceptable proctors. The proctor may NOT be a real estate licensee or affiliated with any brokerage firm or real estate school. The proctor CANNOT be any past, present, or future employer of the student.



### **Types of ACCEPTABLE PROCTORS include:**

1. A certified librarian;
2. A public-school administrator or faculty member;
3. A college/university faculty member;
4. A monitor from a qualified online test monitoring service.

Public libraries, universities, colleges and Sylvan Learning Centers will charge anywhere from \$5 – \$100. **You are responsible for any proctoring fees associated with having your final exam proctored.**

## **Requirements for Graduation and Completion Certificates**

Pre-license students must score at least 80% on the proctored course final exam in the presence of an acceptable proctor. After the course final exam has been passed (and the proctor's information verified), a completion certificate will be available on the student's dashboard. Students can print as many copies of their course completion certificate as needed. Completion certificates are needed to apply for the license. Pearson VUE licensing exam information is provided in the supplemental materials section of a student's course.

## **Transferability of Credits**

Colibri Real Estate does not guarantee the transferability of its credits to any other institution unless there is a written agreement with another institution. Colibri Real Estate does not have a written agreement with any other institution. Full credit is provided for courses completed in their

entirety in the form of a completion certificate. We do not offer partial credit, nor is partial credit transferable to another educational institution.

## Program Cancellation and Refund Policy

If Colibri Real Estate has substantially failed to furnish the training program agreed upon in the enrollment agreement, Colibri Real Estate shall refund to a student all the money the student has paid.

To request program cancellation and refund, the student must contact Colibri Real Estate via email at [Support@ColibriRealEstate.com](mailto:Support@ColibriRealEstate.com). Upon review of the request, the student will be contacted within one business day and notified of the eligible refund amount. Items included in packages cannot be separated as individual purchases. The date of the notification to the student verifying the cancellation or expulsion is considered the official termination date of the student's enrollment agreement.

Colibri Real Estate students have the right to cancel their enrollment agreement and receive a refund of all the money the student has paid if the termination date is within three days of enrolling in the program.

Students that cancel their enrollment more than three days after enrolling in the program and before beginning the course are eligible for a refund of all the money the student has paid, minus 10% of the tuition agreed upon in the enrollment agreement or \$150.00, whichever is less.

Students that cancel their enrollment or are expelled by the school after beginning the course and within 60% of the program period are eligible for a pro rata refund of the tuition agreed upon in the enrollment agreement, minus 10% of the tuition agreed upon in the enrollment agreement or \$150.00, whichever is less.

Students that cancel their enrollment or are expelled by the school after beginning the course and after 60% of the program period are no longer eligible for a refund.

In simple terms, a student is entitled to a tuition refund of some kind if the following conditions have been met:

- Colibri Real Estate has received an email from the student requesting cancellation of the student's enrollment and requesting a refund,

AND

- The cancellation request is received within 60% of the program period).

The refund will not be paid until the written cancellation request has been received and accepted. The refund will be paid within 15 calendar days of the termination date. The cancellation request must be received within 60% of the program period.

The following tables detail how the different program periods for students who enroll in the full Nevada Real Estate Sales Pre-Licensing Education Program (both courses that make up 120 hours) and for students who only enroll in one course of the Nevada Real Estate Sales Pre-Licensing Education Program impact the refund eligibility timeframes:

**If the student purchased the full Nevada Real Estate Sales Pre-Licensing Education Program (90-hour Nevada Pre-License Course and 30-hour Nevada Pre-License Course)**

Student termination date is ...	Has the student begun the coursework?	Eligible refund of:
Within 3 days of enrolling in the program	N/A	100%
More than 3 days	No	100% Minus either 10% of tuition or \$150.00, whichever is less
Within 219 days (within 60% of the 1-year program period) of enrolling in the program	Yes	Pro rata Minus either 10% of tuition or \$150.00, whichever is less
220 days (after 60% of the 1-year program period) or more after enrolling in the program	Yes	No refund

**If the student purchased only one course of the Nevada Real Estate Sales Pre-Licensing Education Program (90-hour Nevada Pre-License Course or 30-hour Nevada Pre-License Course)**

Student termination date is ...	Has the student begun the coursework?	Eligible refund of:
Within 3 days of enrolling in the program	N/A	100%
More than 3 days	No	100% Minus either 10% of tuition or \$150.00, whichever is less
Within 108 days (within 60% of the 180-day program period) of enrolling in the program	Yes	Pro rata Minus either 10% of tuition or \$150.00, whichever is less
109 days (after 60% of the 180-day program period) or more after enrolling in the program	Yes	No refund

Fees for course extensions or additional final exam attempts are not eligible for refund and do not impact the calculation of the program period.

## NRS 394.449 Requirements of policy for refunds by postsecondary educational institutions

Colibri Real Estate's Nevada withdrawal cancellation and refund policy is in accordance with Nevada Law, NRS 394.449:

### **NRS 394.449 Requirements of policy for refunds by postsecondary educational institutions.**

1. Each postsecondary educational institution shall have a policy for refunds which at least provides:
  - (a) That if the institution has substantially failed to furnish the training program agreed upon in the enrollment agreement, the institution shall refund to a student all the money the student has paid.
  - (b) That if a student cancels his or her enrollment before the start of the training program, the institution shall refund to the student all the money the student has paid, minus 10 percent of the tuition agreed upon in the enrollment agreement or \$150, whichever is less, and that if the institution is accredited by a regional accrediting agency recognized by the United States Department of Education, the institution may also retain any amount paid as a nonrefundable deposit to secure a position in the program upon acceptance so long as the institution clearly disclosed to the applicant that the deposit was nonrefundable before the deposit was paid.
  - (c) That if a student withdraws or is expelled by the institution after the start of the training program and before the completion of more than 60 percent of the program, the institution shall refund to the student a pro rata amount of the tuition agreed upon in the enrollment agreement, minus 10 percent of the tuition agreed upon in the enrollment agreement or \$150, whichever is less.
  - (d) That if a student withdraws or is expelled by the institution after completion of more than 60 percent of the training program, the institution is not required to refund the student any money and may charge the student the entire cost of the tuition agreed upon in the enrollment agreement.
2. If a refund is owed pursuant to subsection 1, the institution shall pay the refund to the person or entity who paid the tuition within 15 calendar days after the:
  - (a) Date of cancellation by a student of his or her enrollment;
  - (b) Date of termination by the institution of the enrollment of a student;
  - (c) Last day of an authorized leave of absence if a student fails to return after the period of authorized absence; or
  - (d) Last day of attendance of a student, whichever is applicable.
3. Books, educational supplies or equipment for individual use are not included in the policy for refund required by subsection 1, and a separate refund must be paid by the institution to the student if those items were not used by the student. Disputes must be resolved by the Administrator for refunds required by this subsection on a case-by-case basis.
4. For the purposes of this section:
  - (a) The period of a student's attendance must be measured from the first day of instruction as set forth in the enrollment agreement through the student's last day of actual attendance, regardless of absences.
  - (b) The period of time for a training program is the period set forth in the enrollment agreement.

- (c) Tuition must be calculated using the tuition and fees set forth in the enrollment agreement and does not include books, educational supplies or equipment that is listed separately from the tuition and fees.
5. As used in this section, “substantially failed to furnish” includes cancelling or changing a training program agreed upon in the enrollment agreement without:
- (a) Offering the student a fair chance to complete the same program or another program with a demonstrated possibility of placement equal to or higher than the possibility of placement of the program in which the student is enrolled within approximately the same period at no additional cost; or
  - (b) Obtaining the written agreement of the student to the specified changes and a statement that the student is not being coerced or forced into accepting the changes, unless the cancellation or change of a program is in response to a change in the requirements to enter an occupation.
- (Added to NRS by [1985, 989](#); A [1989, 1460](#); [1995, 325](#); [2005, 635](#); [2015, 341](#); [2021, 517](#))

## Student Grievance Procedure

While we do not anticipate that students will encounter any difficulties during the term of their enrollment in their courses with our school, feedback is always welcomed. Students can contact their instructor directly to express any grievances or comments concerning their course content. Comments or grievances not related to course content may be sent by email to [Support@ColibriRealEstate.com](mailto:Support@ColibriRealEstate.com) or by calling Customer Care at **866-739-7277** (8:00 AM - 5:00PM M-F CT). All emails are reviewed and responded to within one business day.

## Student Complaints

Attempting to resolve any issue with the School first is strongly encouraged. Complaints against the School should be submitted in writing to [Support@ColibriRealEstate.com](mailto:Support@ColibriRealEstate.com) to attempt resolution. School staff and the student are to follow the grievance procedures according to school policy printed above.

Students enrolled in a licensed private postsecondary educational institution have the right to register a legitimate complaint with State of Nevada Commission on Postsecondary Education (CPE). Prior to filing a complaint, the student must attempt to resolve the issue with school officials according to the policies of the school. Each institution is required to publish a catalog and have each student complete an enrollment agreement for an enrollment to be legally valid. Please review these documents when considering filing a complaint.

If a student is unable to reach a resolution with the institution, the student can contact CPE to attempt to resolve the issue. Until 1 year after the last date of attendance or date on which the damage occurred, whichever is later, a person claiming damage as a result of any act by a postsecondary educational institution or its agents that is a violation of NRS 394.383 to 394.560 inclusive or regulations adopted pursuant thereto. The complaint must set forth the alleged violation and contain other information as required by regulation of the Commission.

Formal complaints are investigated by staff with a decision by the Administrator. If either party does not agree with that decision, an appeal to the full Commission may be requested within 10 days of the Administrator decision.

Students must provide CPE with a copy of the student enrollment agreement, receipt of monies paid, all support documentation related to the allegation and a written statement. Failure to provide support documentation can impact the length of time to complete an investigation or impact the final outcome. CPE will not communicate with a student concerning the investigation until the investigation is concluded unless the agency requires additional information from the student.

Investigations may take several months to complete based the complexity of issues, staff resources and documentation review.

### NRS 394.553 Account for Student Indemnification

1. The Account for Student Indemnification is hereby created in the State General Fund. The existence of the Account does not create a right in any person to receive money from the Account. The Administrator shall administer the Account in accordance with regulations adopted by the Commission.
2. Except as otherwise limited by subsection 3, the money in the Account may be used to indemnify any student or enrollee who has suffered damage as a result of:
  - (a) The discontinuance of operation of a postsecondary educational institution licensed in this state; or
  - (b) The violation by such an institution of any provision of [NRS 394.383](#) to [394.560](#), inclusive, or the regulations adopted pursuant thereto.
3. If a student or enrollee is entitled to indemnification from a surety bond pursuant to [NRS 394.480](#), the bond must be used to indemnify the student or enrollee before any money in the Account may be used for indemnification.
4. In addition to the expenditures made for indemnification pursuant to subsection 2, the Administrator may use the money in the Account to pay extraordinary expenses incurred to investigate claims for indemnification or resulting from the discontinuance of the operation of a postsecondary educational institution licensed in this state. Money expended pursuant to this subsection must not exceed, for each institution for which indemnification is made, 15 percent of the total amount expended for indemnification pursuant to subsection 2 or \$10,000, whichever is less.
5. No expenditure may be made from the Account if the expenditure would cause the balance in the Account to fall below \$10,000.
6. Interest and income earned on the money in the Account, after deducting any applicable charges, must be credited to the Account.
7. The money in the Account does not lapse to the State General Fund at the end of any fiscal year.  
(Added to NRS by 1995, 323)

### NAC 394.652 Account for Student Indemnification: Duties of Administrator upon closure of institution; arrangement for students to attend alternate institution; refunds. (NRS 394.411, 394.553)

1. Upon notification of the closure of a licensed institution in which students are currently enrolled, the Administrator shall take reasonable steps to:
  - (a) Notify each student that he or she may be entitled to a refund from the Account;
  - (b) Obtain records relating to enrollment, academic progress, and payments of money for tuition and other fees for each student; and

- (c) Arrange for the students to receive education at another licensed institution.
- 2. If the Administrator arranges for students to receive education at an alternate licensed institution pursuant to paragraph (c) of subsection 1:
  - (a) Money from the Account may not be used by the Administrator to pay for the alternate education.
  - (b) A student may, but is not required to, attend the alternate licensed institution.
- 3. A student is not eligible for a refund from the Account if:
  - (a) A reasonable arrangement has been made for the student to attend an alternate licensed institution;
  - (b) The student has completed at least a majority of the academic requirements of the program agreed upon in the enrollment agreement; or
  - (c) The student does not notify the Administrator within 1 year after the official date of closure of the licensed institution that he wishes to be considered for a refund.
- 4. The Commission will review applications for refunds at regularly scheduled meetings of the Commission.
- 5. Refunds must be made to the person or entity who paid the tuition and other fees to the licensed institution, as documented by receipts or other documents available to the Administrator.
- 6. As used in this section, "Account" means the Account for Student Indemnification created by [NRS 394.553](#).  
(Added to NAC by Comm'n on Postsecondary Educ., eff. 1-23-96)

### Placement Assistance

Colibri Real Estate does not offer placement assistance. We make no guarantee, expressed or implied, of future employment.



## Course Catalog

### Nevada Real Estate Sales Pre-Licensing Education

#### Program Goal

The coursework in our Nevada Real Estate Sales Pre-Licensing Education program is expressly designed for potential licensees as defined by the Nevada Real Estate Division, for the purpose of sitting for the real estate salesperson's licensing exam. Anyone who desires to assist others in the sale, leasing, management, or exchange of real estate must hold at least a real estate salesperson's license.

The program consists of 120 hours of education, which is divided between two courses:

- 90-Hour Nevada Pre-License Course
- 30-Hour Nevada Pre-License Course

The 30-Hour Nevada Pre-License Course covers two major topic areas as specified by the Nevada Real Estate Division:

- Preparation of Contracts (15 hours)
- Agency: Foundation of Brokerage/Agent Relationships and Risk Reduction (15 hours)

## 90-Hour Nevada Pre-License Course

### Curriculum Description

This course covers all subjects mandated by the Nevada Real Estate Division and includes instruction in real estate law, types of interest and ownership in real estate, home ownership, legal descriptions, titles, liens, taxes, encumbrances, listing advertising, appraisal, finance, closings, and professional code of ethics.

### Chapter List

This course contains 25 chapters, a practice exam, and a proctored course final exam:

Chapter 1 – Nevada License Law and Regulations and the Nevada Real Estate Division

Chapter 2 – Nevada License Types, Requirements and Duties

Chapter 3 – Nevada Real Estate Education

Chapter 4 – Agency in Nevada

Chapter 5 – Agency and Escrow Regulations

Chapter 6 – Nevada Real Property Sales, Common Interest Development Sales, and Subdivided Land Sales

Chapter 7 – Nevada Time-Share and Campground Membership Sales

Chapter 8 – Real Estate, Property and Ownership

Chapter 9 – Estates and Bundle of Rights

Chapter 10 – Instruments and Transfer and Deeds

Chapter 11 – Trade and Professional Organizations, and Ethics in Real Estate

Chapter 12 – Fair Housing and Non-Discrimination Laws

Chapter 13 – Real Estate Contracts in Nevada

Chapter 14 – Nevada Required Real Estate Disclosures

Chapter 15 – Brokerage and Broker-Salesperson Relationships and Compensation

Chapter 16 – Listing and Buyer Agency Agreements

Chapter 17 – Leasehold Estates and the Nevada Residential Landlord and Tenant Act

Chapter 18 – Property Management

Chapter 19 – Real Estate Finance



Chapter 20 – Government Participation in Real Estate Finance  
Chapter 21 – Conventional Loans, the Secondary Mortgage Market and Financing Laws  
Chapter 22 – Land and Environmental Issues and Laws  
Chapter 23 – Valuation and Appraisals  
Chapter 24 – Math Formulas and Equations  
Chapter 25 – Prelicense Review  
100-Question Practice Exam  
Proctored Course Final Exam

## Learning Objectives

By the time you have completed this course, you will have learned:

1. The terms and applicable definitions related to real estate and the practice of real estate in Nevada.
2. The educational, age and other requirements necessary to apply for a Nevada real estate salesperson license.
3. The educational, age and other requirements mandated to apply for a Nevada real estate broker-salesperson license.
4. The educational, age and other requirements mandated to apply for a Nevada real estate broker license.
5. The examination, experiential, and additional requirements to be licensed as a real estate salesperson, broker-salesperson, or broker in Nevada.
6. The legal requirements for real estate branch offices (and real estate licensee's association with a branch office).
7. The duties and responsibilities of a real estate salesperson.
8. The legal requirements concerning continuing education, license renewal, and various license statuses.
9. The detailed statutes about the approval of real estate schools, education, and course requirements.
10. The importance of the Real Estate Education, Research and Recovery Fund and the Advisory Committee.
11. The Nevada standards of practice, including disclosures, advertising regulations, record-keeping rules, and Division inspections.
12. The Nevada statutes that address money handling, including deposits, advance fees, and trust accounts.
13. Complaints and investigations of real estate licensees, including administrative fines and other disciplinary actions.
14. The regulation of owner-developers and qualified intermediaries in Nevada.
15. The regulation of property managers, property management permit requirements, and educational requirements.
16. The Nevada Revised Statutes Chapter 113, Sales of Real Property, and its corresponding Nevada Administrative Code.
17. The importance and requirements of the Uniform Vendor and Purchaser Risk Act.
18. The required disclosures when a property is offered for sale concerning the condition of a residential property, zoning and land use classifications, and additional disclosures required by county.
19. The remedies in the event of the seller's nondisclosure or delayed disclosure of property defects.

20. The provisions of the Nevada Revised Statutes Chapter 116 - Common-Interest Ownership (Uniform Act) and the related Administrative Code regulations.
21. The definitions and limitations set forth by Nevada law with regard to common interest communities, including timeshares, condominiums, cooperatives, and planned communities.
22. The legal regulations for the creation, alterations, and termination of common-interest communities.
23. Provisions for the management of common-interest communities, including the power held by a common-interest community's executive board or other organization to oversee the community.
24. The legal mandates concerning the management of common-interest developments in regard to liabilities, insurance, and fiscal affairs; liens and foreclosures; books and record-keeping; and other rights and/or restrictions as they apply to development owners, associations, and others.
25. The administration, regulations, and enforcement of NRS Chapter 116 for common-interest developments.
26. The powers and duties of the Commission in dealing with common-interest communities.
27. The requirements for community managers, including standards of practice and provisions for handling misconduct and suspensions.
28. The investigation into violations of the common-interest development laws and regulations, plus the provisions for disciplinary actions.
29. The rules and regulations (from the Nevada Revised Statutes and Nevada Administrative Code) that govern the State of Nevada.
30. How to obtain and keep your real estate license current by following educational and licensing mandates.
31. Your duties and obligations to your customers and clients.
32. Your obligation to disclose commissions earned to all parties in a transaction.
33. The regulations concerning agency disclosure to all consumers.
34. The obligations set forth under Fair Housing, environmental, and other federal and state laws.
35. How to knowledgeable and legally work as a real estate licensee in Nevada.
36. How to use the standard forms provided by your broker to complete real estate transactions.
37. Which duties you legally may and may not perform under the Nevada Revised Statutes and the Nevada Administrative Code.
38. When you should call on experts in other professions - from a lawyer to a surveyor to an environmental specialist - rather than perform tasks you are not authorized to perform.

## **30-Hour Nevada Pre-License Course: Preparation of Contracts (15 hours)**

### **Curriculum Description**

As a real estate professional, you will be required to handle and understand various real estate contracts. Whether you are new to the real estate market or an established expert, you must understand the fundamentals of the contracts used in Nevada real estate transactions. This course section reviews the most common Nevada forms every Nevada real estate student must know before taking the state licensing exam and becoming a licensed, practicing real estate agent in Nevada. The contracts we will review include listing agreements, property management

agreements, lease agreements, disclosures, and various addendums, as well as other key forms. Since many disputes in a real estate transaction can be tied back to contracts, this is essential information for you to know.

## Chapter List

This topic is covered in 9 chapters:

1. Exclusive Authorization and Right to Sell, Exchange, or Lease Brokerage Listing Agreement (ER)
2. Exclusive Agency Listing Agreement (EA)
3. Residential Property Management Agreement
4. Residential Lease Agreement
5. Property Condition Report
6. Addendums to Purchase Agreement
7. Other Residential Forms
8. Miscellaneous Forms
9. Disclosures and More

## Learning Objectives

By the time you have completed this section, you will have learned:

1. Describe the information that needs to be included in the Exclusive Right to Sell Listing Agreement
2. Describe the information that needs to be included in the Exclusive Agency Listing Agreement
3. Explain the responsibilities of the broker and tenant as noted in the Residential Property Management Agreement
4. Review the fees and terms that are part of the Residential Lease Agreement
5. List the key components of the Property Condition Report
6. Summarize the situations where an addendum should be used.
7. Describe the purpose of the Consent to Act form
8. List the information required on the forms Duties Owed by a Nevada Real Estate Licensee and Supplemental List of Licensees Party to the Duties Owed by a Nevada Real Estate Licensee
9. Summarize the seller's responsibilities as detailed in the Seller's Real Property Disclosure form
10. Compare and contrast the various forms used to make necessary disclosures.
11. Identify the disclosures made in form 584 regarding Common-Interest Communities and form 584a regarding property in a Condominium Hotel.

## 30-Hour Nevada Pre-License Course:

### Agency: Foundation of Brokerage/Agent Relationships and Risk Reduction (15 hours)

#### Curriculum Description

This section of the course is designed as a practical guide that will cover all facets of the law of agency. It will visit the history of agency law and common law and give an overview of the development of the agency arrangement throughout the years. The section of the course will explain the key elements of fiduciary responsibility, as well as the consequences for failing to carry out those responsibilities. Participants will explore the different ways an agency

relationship may be formed and terminated. This section of the course will go on to discuss the benefits and responsibilities surrounding a buyer's agency relationship and will detail the various buyer relationships that exist. Finally, participants will be given a brief overview of the current trends related to managing risk and data protection within the real estate market today.

## Chapter List

This topic is covered in 13 chapters, followed by the proctored course final exam:

1. Contract Law Overview
2. Developing Agency Relationships
3. Buyer Agency
4. Exploring Agency Concepts and Disclosure
5. Exploring Agency Relationships
6. The Creation of Agency Representation in Real Estate
7. Representation Disclosure and Non-agency Relationships
8. Avoiding Conflicts of Interest, Lawsuits, and Sanctions
9. Brokerage Agreements
10. Compensation
11. Agency and Broken Relationships
12. Minimizing Risk in Agency Relationships
13. Protecting Agency Relationships Through Data Security

## Learning Objectives

By the time you have completed this section, you will have learned:

1. Describe how common law affects real estate law.
2. Define terms used within this chapter.
3. Identify the six keys of a fiduciary responsibility.
4. Explain the importance of due care.
5. Recall the ways an agency relationship can be created or terminated.
6. Explain the differences between the types of agency relationships.
7. Recognize the risks in accepting a dual agency relationship.
8. Discuss how designated agency can be safer than dual agency.
9. Discuss the benefits afforded to clients by buyer's agents.
10. Identify the opportunities of buyer's agency.
11. Identify the general provisions of a buyer contract.
12. Recognize the possibilities for fee arrangements within a buyer agency situation.
13. Describe why the usage of various types of listing agreements have changed over the years and list and explain the elements of real estate agency representation.
14. Explain the role the multiple listing service had in defining which party brokers and salespersons represented in a real estate transaction.
15. Discuss the reason why an FTC report published in 1983 led to many changes in real estate agency representation and disclosure requirements for real estate professionals.
16. Describe how jurisdictional differences determine the issue of agency representation.
17. Explain the obligations a salesperson has to his client vs. his customer and distinguish which party an agent represents in a transaction.
18. Apply the concepts of fiduciary relationships and responsibilities to different situations.
19. Identify common mistakes that can unintentionally imply false representation.
20. Describe the proper methods to establish an agency representation relationship and recognize which party an agent represents in a transaction.

21. Identify who owns agency agreements in a firm.
22. Explain why proper agency disclosures have become such a critical element of practicing real estate.
23. Identify the parties to whom the salesperson must disclose their agency representation and predict when and how to disclose the salesperson's agency relationship.
24. Describe and discuss non-agency relationships in the real estate transaction and recall whether your jurisdiction allows non-agency relationships.
25. Identify situations that cause conflicts with regard to agency representation for real estate professionals and describe methods for addressing representational conflicts.
26. List the obligations of an agent to a principal.
27. Identify actions that could constitute a breach of fiduciary duties and describe the consequences of breach of fiduciary duties.
28. Compare and contrast various types of brokerage agreements.
29. Recall criteria related to the payment of compensation to real estate licensees.
30. Calculate commission, commission rates, and sales price.
31. Compare and contrast the use of different types of listing agreements.
32. Recall the purpose of a buyer agency agreement.
33. Recall criteria related to the payment of compensation to real estate licensees.
34. Recognize the need to disclose compensation.
35. Calculate commission, commission rates, and sales price using T-Math.
36. Explain the legal concept of agency.
37. Recall terms used in agency/brokerage relationships.
38. Describe types of agency/brokerage relationships.
39. Identify the ways to create agency/brokerage relationships.
40. Identify the ways to terminate agency/brokerage relationships.
41. Differentiate between real estate agents as statutory nonemployees for IRS purposes and as independent contractors for state licensing purposes.
42. Identify the importance of a broker's duties to clients and other parties to the minimization of risk in agency relationships.
43. Recall brokerage-related issues that can put licensees at risk for discipline or litigation.
44. Identify provisions of various federal laws that are particularly pertinent to real estate licensees.
45. Recall the people and processes involved in a civil lawsuit.
46. Recognize strategies for protecting yourself and your clients when showing property.
47. Define personally identifiable information.
48. Recognize provisions of the Gramm-Leach-Bliley Act and the Fair and Accurate Credit Transaction Act
49. Describe elements of a sound privacy policy, including a social media policy.
50. Recognize items to include in a data security program.
51. List several types of internet scams along with ways to avoid them.
52. Describe electronic signature technology.