



Student Financial Services Code of Conduct and Conflict of Interest Certification

Instructions: *All Student Financial Services employees are to complete this certification, which incorporates the NASFAA Code of Conduct for Institutional Financial Aid Professionals. The certification must be signed annually by August 31st. New employees must complete within 30 days of employment.*

Distribution: *Original to the employee's personnel file. Copy to employee. Copy to the Associate Vice President for Student Financial Services*

As a Converse University employee, I am expected to always maintain exemplary standards of professional conduct in all aspects of carrying out my responsibilities, specifically including all dealing with any entities involved in any manner in student financial aid, regardless of whether such entities are involved in a government sponsored, subsidized, or regulated activity. In doing so, I understand I will:

1. Refrain from taking any action for personal benefit.
2. Refrain from taking any action I believe is contrary to law, regulation, or the best interests of the students and parents I serve.
3. Ensure that the information I provide is accurate, unbiased, and does not reflect any preference arising from actual or potential personal gain.
4. Be objective in making decisions and advising the Associate Vice President for Student Financial Services regarding relationships with any entity involved in any aspect of student financial aid.
5. Refrain from soliciting or accepting anything other than nominal value, (retail value of not more than \$10) from any entity, other than an institution of higher education or governmental entity such as the U.S. Department of Education, involved in the making, holding, consolidating or processing of any student loans, including anything of value (including reimbursement expenses) of for serving on an advisory body or as part of a training activity of or sponsored by any such entity.
6. I acknowledge that as part of my employment with Converse University, I will be given access to information that is of a personal confidential and/or proprietary in nature, for example: personal information related to staff, faculty and students such as names, email addresses, social security numbers, dates of birth, driver's license numbers, citizenship documentation, academic information and/or other financial information ("confidential information"), for the purpose of fulfilling employment obligations and administering federal, state and institutional aid. Therefore, I agree:
 - a. To hold all confidential information in trust and strict confidence and agree that shall be used only for the purposes required to fulfill employment obligations, and shall not be used for any other purpose, or disclosed to any third party.
 - b. To keep confidential information in my control or possession in a physically secure location to which only I and other persons who have signed a confidentiality agreement with Converse University have access.
 - c. Not to remove any confidential information from Converse University unless and to the extent that I obtain Converse University's written pre-authorization. Whenever I am so pre-authorized, I agree to take all necessary steps to keep such confidential information secure and to protect such confidential information from unauthorized use, reproduction or disclosure.
 - d. To maintain the absolute confidentiality of personal, confidential and proprietary information in recognition of the privacy and proprietary rights of others at all times and in both professional and social situations.

- e. To comply with all the privacy laws and regulations, which apply to the collection, use and disclosure of personal information.
 - f. At the conclusion of any discussions, or upon demand by management, to return all confidential information including code, written notes, photographs, sketches, models, memoranda or notes taken, to Converse University's possession and the responsible manager/director.
 - g. Not to disclose confidential, personal and/or proprietary information to any employee, consultant or third party unless they agree to execute and be bound by the terms of this agreement and have been approved by Converse University in an official, legal capacity.
 - h. I understand that a breach of confidentiality or misuse of information could result in disciplinary action up to and including termination of employment.
7. Avoid all actual or perceived conflicts of interest, promptly disclosing to the university, in such manner as Converse University prescribes, any involvement with or interest in any entity, including any family members attending Converse University involved in any aspect of financial aid.

I further understand that:

- 1. I cannot award and override internal controls to disburse directly to a student's account.
- 2. I cannot participate in the selection, award, or administration of any scholarship, grant, or loan award supported or funded by Federal, State or University funds if a real or apparent conflict of interest exists. I understand that a conflict of interest arises when I, my immediate family, partner, or other organization which employs or is about to employ any of these parties, has a financial or other interest in my decision.
- 3. I cannot manipulate the dates of awards of any scholarship, grant or loan that may be perceived as favorable to me or any family member.

Acknowledgement and Certification:

I understand my responsibilities as stated above and that I have a responsibility to promptly report any real or apparent conflict of interest, violations of laws or regulations, fraud, theft or other irregularities to the Associate Vice President for Student Financial Services

To my knowledge, there are no actual or potential conflicts of interest where an independent observer might reasonably question my actions or decisions were determined or motivated by considerations of personal gain. I further understand that I may be subject to civil fines and disciplinary action up to and including termination and/or prosecution in the event of intentional fraud or other serious violation of these standards.

Student Financial Services Employee Signature

Associate VP for Student Financial Serv. Signature

Printed Name

Printed Name

Date

Date

Notes: Family is defined as an employee's spouse, the employee's or the spouse's natural or adopted children, grandchildren, and great-grandchildren; parents, grandparents, and great-grandparents; brothers, sisters, half-brothers, half-sisters; aunts, uncles, nieces, nephews, first cousins, and second cousins and persons married to them.