2022-2023

TERMS AND CONDITIONS OF THE
KIPONA SCHOLARSHIP PROGRAM

1. GENERAL INFORMATION
   - Recipient must reapply for a scholarship award each year and meet all eligibility requirements. Only completed applications by the deadline will be considered.
   - In order to meet program eligibility requirements at a non-entry grade level, the applicant must either be designated as a cohort member or in renewal status. (Renewal status is defined as acceptance and disbursement of award in the previous school year.)
   - The award is determined annually and is based on the family’s financial need and recognized tuition costs of the private school that the recipient will attend. Participating private schools are identified on the Kamehameha Schools (KS) website.
   - KS may request the submission of a completed IRS Transcript of Tax Form as determined to verify applicant’s financial data.
   - The award is non-transferable to another grade, student, school year or KS program/enrollment and reflects the maximum annual amount that the recipient is eligible to receive from KS.
   - Award amount and Terms and Conditions may change from year-to-year and the amount is subject to the availability of funds.
   - Failure to meet the Terms and Conditions may cause the recipient to be disqualified for consideration under the program in subsequent years.
   - Acceptance of the award indicates that the recipient is not receiving any other financial assistance from another KS-funded scholarship or program. Failure to meet this condition may result in immediate suspension and/or termination of the award and/or demand for repayment.
   - Award preference is given to applicants of Hawaiian ancestry to the extent permitted by law.
   - Any lawsuit or claim against KS must be brought exclusively in the U.S. District Court for the District of Hawai‘i or in the state courts of the State of Hawai‘i. Any federal claims shall be governed exclusively by the federal law applied by the U.S. District Court for the District of Hawai‘i, and any state law claims shall be governed exclusively by the laws of the State of Hawai‘i, without reference to its conflict of law rules.

2. USE OF FUNDS
   - The award must be used for program tuition at a participating Kipona school. If the recipient does not enroll in the school identified on the award letter, the award may be used for the recipient at another participating school. The maximum award amount is set at the initial award and will not increase but may decrease depending upon KS’ recognized costs of the new school.
   - Individual awards do not cover the full cost of tuition. Families are responsible for any outstanding balance(s) for tuition, fees, meals, and/or other costs.
   - If the award amount is greater than the tuition charged by the private school, the difference shall be returned to KS.
   - The award can be used for distance learning, so long as school is providing active instruction.
   - The award cannot be used to reserve a spot at the school. Recipient must attend school physically or virtually.
3. **AWARD DISBURSEMENT – DISTRIBUTION OF AWARD**
   - The disbursement check is made payable and mailed directly to the private school on behalf of the Kipona recipient.
   - Disbursement will be initiated after:
     - Parent(s)/Legal Guardian(s) agree to the award and Terms and Conditions by accepting the award in FACTS.
     - Verification of enrollment, grade level, and tuition cost is received directly from the private school. Enrollment date is defined as the first day the recipient is physically or virtually present at the private school.
     - If applicable, verification that all requirements for previously awarded school years are complete, including submission of report card(s) and completion of requirements for the Kipona and Pauahi Keiki Scholars programs.
   - Disbursements will begin in July 2022 or when all requirements have been met, whichever is later.
   - Final award disbursements for each school year are made no later than May 31st. Any payments delayed because of failure to complete School Collaborator or parent requirements will not be paid after May 31st. All unpaid charges incurred are the responsibility of the Parent(s)/Legal Guardian(s).

4. **MINIMUM FAMILY CONTRIBUTION**
   - Families are expected to contribute a minimum annual amount of $100 toward their Kipona recipient’s tuition which is already reflected in your award.

5. **RECIPIENT RESPONSIBILITIES**
   - Recipient must fulfill all requirements of the participating private school for progression into the next grade level. Failure to progress to the next grade level in the successive school year will result in the recipient’s ineligibility for all future Kipona scholarship years.
   - Recipient must fulfill any assessment and/or testing requirements as notified by KS as part of the program. Failure to fulfill any assessment and/or testing requirement will result in ineligibility for all future Kipona scholarship years.
   - If you apply and are eligible for an award in the next school year (2023-2024) a condition of the award disbursement is meeting the Terms and Conditions in this document.

6. **HOʻOUŁU KAIĀULU – COMMUNITY SERVICE**
   - Parent(s)/Legal guardian(s) of each Kipona recipient are required to perform the minimum hours of community service from July 1, 2022 through June 30, 2023 as described below:
• Service to the Native Hawaiian community is encouraged and consistent with KS’ mission through education to “…improve the capability and well-being of Native Hawaiians.”
• Kipona recipient is responsible for completing and submitting the Ho’oulu Kaʻiʻulu Report by July 15, 2023.

7. USE OF RECIPIENT’S NAME OR LIKENESS
• Parent(s)/Legal Guardian(s) understand that Kamehameha may take, record, use, and publish electronic or digital images and/or photographs, video, audio, and/or digital recordings of the Recipient (“Materials”) and consent to Kamehameha’s use of the Materials without restriction or compensation, in any manner and for any purpose Kamehameha deems appropriate including, but not limited to, DVD or other digital media, digital downloads, broadcasts, photographic exhibits, advertising, brochures, calendars, newsletters, and books. Parent(s)/Legal Guardian(s) waive any rights to approve the Materials and understand that Kamehameha is not obligated to use or provide to them any of the electronic or digital images and/or photographs, video, audio, and/or digital recordings taken of the Recipient.

8. CHANGES IN CONTACT INFORMATION
• Parent(s)/Legal Guardian(s) agree to update Outreach Support Services (OSS) in writing of any changes in address, phone number(s), and/or email address within 30 days of noted change. Send an email to us at: ksrc@ksbe.edu.

9. TRANSFERS
• During Current School Year
  o Parent(s)/Legal Guardian(s) may transfer their recipient to another participating Kipona private school as long as the initial disbursement has not been made.
  o Parent(s)/Legal Guardian(s) must notify OSS in writing before the award transfer is made.
  o The Kipona Scholarship cannot be transferred/utilized at a Kamehameha Schools Campus.
  o Disbursement to the new private school will not be made until KS confirms the enrollment and grade level. See also additional requirements in 3. AWARD DISBURSEMENT section.
  o Charges and fees, including late notification charges, which result from a transfer either to the new private school or from the original private school, will be the responsibility of the family.
o Maximum award amount is set at your initial award and will not increase but may decrease depending upon KS’ recognized costs of the new private school.

o KS reserves the right to revise the amount of the award based on the recognized cost of the new private school. Parent(s)/Legal Guardian(s) will be notified in writing of revised award amount.

• For Subsequent School Year(s)
  o Parent(s)/Legal Guardian(s) may transfer their recipient to another participating Kipona private school at any time prior to the next school year’s application deadline date.
  o Award amounts may differ each year. See also 1. GENERAL INFORMATION.

10. REPAYMENT

• KS reserves the right to request repayment of awarded funds or cancel/suspend an award if KS determines that the Kipona recipient’s Parent(s)/Legal Guardian(s) has not met the Terms and Conditions of the award, has provided fraudulent information, or if KS receives information after initial awarding that affects award determination or calculation.

• Repayment must be made in full before any additional funds will be disbursed or to restore the recipient’s eligibility for a subsequent year.