



CITGO Petroleum Corporation

P.O. Box 4689
Houston, TX 77210-4689

October 1, 2024

Dr. Mary Ticknor
Superintendent
Lemont High School District 210
800 Porter Street
Lemont, IL 60439
mticknor@lhs210.net

Dear Dr. Mary Ticknor,

CITGO Petroleum Corporation (“CITGO”) is pleased to make a donation in total amount of Fifty Thousand *and 00/100 Dollars* (\$50,000.00) (“Donation”) to Lemont High School District 210 (“Grantee”), to support Grantee’s CITGO Innovation Academy at Lemont High School project, as further described in Exhibit A attached hereto (the “Charitable Program”). CITGO’s donation is subject to and conditioned upon the terms stated in this letter agreement (this “Agreement”), and Grantee’s written acceptance of same.

Therefore, Grantee agrees to and accepts the following terms and conditions for the Donation:

- 1) Within thirty (30) days upon receipt of the Donation from CITGO, Grantee agrees to promptly complete the Charitable Contribution Receipt Form using the CITGO Grants Management System online, hosted by Versaic at <https://citgo.versaic.com/login>.
- 2) Grantee agrees that the funds from the Donation will be used for the sole charitable purpose of the Charitable Program. Grantee shall be solely responsible for managing and implementing the Charitable Program and agrees that CITGO shall have no liability for, and Grantee agrees to protect, defend and indemnify CITGO against, any claims relating to the Charitable Program.
- 3) Grantee shall provide any progress reports in accordance with the schedule and other requirements in Exhibit B attached hereto detailing the objectives achieved, charitable class of individuals benefitted through the Charitable Program, and other information requested by CITGO.
- 4) Grantee represents and warrants that it is a political subdivision of the state of Illinois, exempt from federal income taxation.
- 5) Grantee further represents and warrants that Grantee shall comply with all applicable laws and regulations in the performance of this Agreement and implementation of the Charitable Program, including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended, all other applicable U.S. (federal, state, local, or municipal) and non-U.S. anti-

corruption, anti-bribery and anti-money-laundering laws, and U.S. sanctions laws and regulations, and Grantee shall promptly disclose to CITGO any conflicts of interest that exist or arise between Grantee, its directors, officers, and employees and CITGO.


- 6) Grantee shall provide to CITGO immediate written notice if it becomes aware, at any time during the term of this Agreement, of any of the following in relation to this Agreement: (i) any misappropriation of Donation funds; (ii) a violation of Grantee's conflicts of interest policy; (iii) a formal investigation of an allegation of any of the foregoing; or (iv) any breaches of this Agreement.
- 7) Grantee agrees CITGO shall have the right to issue press releases and use and publish on CITGO's website or in any materials any information relating to the Donation and any photographs, testimonials and other data and information submitted by Grantee to CITGO in connection with the Charitable Program. In addition, any promotional messages, press releases and/or slogans used by Grantee in connection with the Charitable Program must be reviewed and approved in writing in advance by CITGO before the same may be used. Grantee agrees to not issue any press releases regarding the Donation or to use CITGO's or its affiliates' names or marks in any advertising, publicity or other materials, without CITGO's prior written consent.
- 8) Grantee shall provide CITGO with recognition on all sponsor listings including press releases, media advisories, websites and social media associated with the Charitable Program, as approved by CITGO in writing and in accordance with the IRS regulations. In addition, all signage for the Charitable Program will be at the sole expense of Grantee and must be approved by CITGO in writing in accordance with Exhibit C attached hereto.
- 9) This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Texas, without regard to any conflicts of laws or provisions of another jurisdiction. Both parties accept and consent and agree to the exclusive jurisdiction of the applicable state and federal courts of and located in Harris County, Texas for the resolution of any disputes arising under or relating to this Agreement.
- 10) This Agreement, including Exhibits A, B and C, constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications, representations, whether written or oral, concerning the subject matter hereof. To the extent of any inconsistencies or conflicting terms between this Agreement and Exhibits A, B and/or C, this Agreement shall govern and control. This agreement may be amended only by a written document signed by an authorized representative of each party.
- 11) This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall be considered one and the same agreement.

Please acknowledge the Grantee's understanding and agreement with the foregoing provisions by signing this Agreement where indicated below and returning a signed copy of this Agreement to me at the address above.

Upon receipt of a signed original copy of this Agreement, CITGO will arrange for the Donation to be contributed to Grantee.

Please do not hesitate to contact **Shannon McNary** at smcnary@citgo.com or (713) 392-4570 if you have any questions.

Sincerely,

DocuSigned by:

D65463D305C24D1
Shannon McNary
Manager, Public Affairs and Corporate Citizenship
CITGO Petroleum Corporation

Acknowledged and Agreed to this 7th day of October, 2024

LEMONT HIGH SCHOOL DISTRICT 210

By: Signed by:

526A398577C64CF...

Name: **Dr. Mary Ticknor**

Title: **Superintendent**

Date: 10/7/2024

EXHIBIT A

CHARITABLE PROGRAM

Organization Name

Lemont High School District 210

Name of Project

CITGO Innovation Academy at Lemont High School

Charitable Project Summary

Grantee will create an area that fosters creativity and innovation, giving students access to cutting-edge technology and networking opportunities with CITGO STEM experts. Students will think, research, and problem-solve to bring their ideas to life. The CITGO Innovation Academy at Lemont High School creates a space for collaboration between students, community members, teachers, and experts/mentors. Students will think big to tackle issues that affect the community as well as the surrounding area and look for ways to resolve these questions. Students will seek out experts in the STEM world, practice real-world scientific investigation, and bring about positive change.

Goals/Objectives

Grantee will achieve the following goals and objectives in implementing the Charitable Project:

- Increase awareness of STEM education pathways and careers among students, teachers and counselors
- Foster development of innovative skills such as critical thinking, creative problem-solving, interpersonal skills, analytical thinking, adaptability, collaborative work, decision-making, and curiosity, to prepare students for success in their future academic and professional pursuits.
- Prepare students for STEM technical and college degree programs
- Engage CITGO employees and strengthen partnerships with educational partners

Activities/Outcomes/Measures of Success/Metrics

Grantee will implement the listed activities to achieve the following outcomes. Grantee will report on success towards achieving the outcome while implementing the Charitable Project using the measures of success below:

#	Activity	Outcome	Measure of Success	Metric
1	Introduction to CITGO Innovation Academy (Freshman)	Confidence and Proficiency	Increased Confidence	% of students that met or exceeded the rubric
2	Continued CITGO Innovation Academy Lessons (Sophomore Year)	Persistence and Application	Increased Competency in class rubrics	% of students that met or exceeded the rubric
3	Common Grounds Coffee House Supplies/Lessons	Persistence and Application	Continued Persistence	% of students that met or exceeded the rubric
4	Junior and Senior Year CITGO Innovation Academy Lessons and Implementation	Innovation	Improved Skills and Application	% of students that met or exceeded the rubric
5	Community Outreach: STEM Night Events, STEM Day Events and Summer School Supplies	Interest and Exploration	Increased Participation	Number of attendees

Reportable Metrics and Report Template

Grantee shall use the following metrics in measuring the effectiveness of the Charitable Program and shall cover such metrics in the progress reports to be provided in accordance with Section 4 of this Agreement.

Target Beneficiaries	Target
# of students and educators directly impacted or benefitted by CITGO funds	1400
Target Scholarships	
# scholarships awarded	0
Additional Metrics	
None	

Award Total and Financial Report Template

Any amounts donated by CITGO to Grantee hereunder shall be applied as follows:

CITGO FINANCIAL REPORT

ORGANIZATION NAME	Lemont High School District 210		
PROJECT NAME	CITGO Innovation Academy at Lemont High School		
	BUDGET	EXPENDITURE	BALANCE
PROGRAM	\$ 50,000.00	\$ -	\$ 50,000.00
OPERATION AND ADMINISTRATIVE	\$ -	\$ -	\$ -
TOTAL	\$ 50,000.00	\$ -	\$ 50,000.00

CITGO Funded Program Expenditure

Budget Line Items	Budget	Expenditure	BALANCE
New Technology for Makerspace	\$ 8,000.00		\$ 8,000.00
Restocking and Replacing Technologies and Supplies	\$ 17,000.00		\$ 17,000.00
Teacher Supervision and Professional Development	\$ 15,000.00		\$ 15,000.00
Common Grounds Coffee House Supplies	\$ 2,000.00		\$ 2,000.00
Community Outreach: STEM Night Events, STEM Day Events and Summer School Supplies	\$ 8,000.00		\$ 8,000.00
	\$ -		\$ -
	\$ -		\$ -
Total	\$ 50,000.00	\$ -	\$ 50,000.00

CITGO Funded Operation and Administrative Expenditure

Budget Line Items	Budget	Expenditure	BALANCE
0	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
Total	\$ -	\$ -	\$ -

EXHIBIT B

CITGO Petroleum Corporation

Report Schedule, Templates, and Instructions

REPORT SCHEDULE

METRICS REPORTS ARE DUE ON THE FOLLOWING SCHEDULE	
Report Period	Due Date
Metrics Report 1 October 1, 2024 – December 31, 2024	January 31, 2025
Metrics Report 2 January 1, 2025 – September 30, 2025	October 31, 2025

FINAL PROJECT REPORT AND FINAL FINANCIAL REPORTS ARE DUE ON THE FOLLOWING SCHEDULE	
Report Period	Due Date
Final Project Report October 1, 2024 – September 30, 2025	October 31, 2025
Final Financial Report October 1, 2024 – September 30, 2025	October 31, 2025

All reporting must be completed online using the CITGO Grants Management System hosted by Versaic at <https://citgo.versaic.com/login>

Please contact Shannon McNary at smcnary@citgo.com to get instruction on completing follow-up forms.

EXHIBIT B (Continued)

CITGO Petroleum Corporation

Report Schedule, Templates, and Instructions

INTERIM AND FINAL PROGRESS REPORT INSTRUCTIONS

Please complete the Progress Report Tab in the CITGO Grants Management System. The Progress Report requires the following information:

I. Organization Information

- a. Name of Person Preparing Report
- b. Title

II. Goals & Objectives / Program Activities

- a. Please provide the goals and objectives of the Charitable Program which should reflect the goals and objectives set forth in Exhibit A of this Agreement.
- b. Please provide a short description of the implemented activities in this reporting period. Note whether planned activities have been completed. If not, please explain any delays or changes.

III. Benefits and Outcomes

- a. If applicable, please provide any information on the changes that occurred as a result of the activities and outputs, such as changes in the participants' behavior, knowledge, skills, status and level of functioning, and to what extent these changes are likely to contribute towards achieving the Charitable Program's goals and objectives.
- b. Beneficiary Feedback. If available, provide information on feedback and experiences of beneficiaries and stakeholders. Include meaningful examples that magnify the success or identify challenges with the Charitable Program.
- c. If applicable, provide information on any successes, problems, or issues faced during implementation in this reporting period. Describe how your organization will build on success or address challenges. List any lessons learned. What happened? How is learning incorporated to improve program implementation.

IV. Attachments / Acknowledgement

- a. Financial report. Download template, complete report and upload.
- b. Attach other documents to support your organization's obligations under this Agreement. Such documents may include, but are not limited to, a list of attendees for an activity, a program, flyer, brochure, and photos. Please note that any and all documents submitted become the property of CITGO. CITGO has the right to utilize any such documents in accordance with Section 7 of this Agreement.
- c. Acknowledgement. Certify that the information provided in the progress report is true and accurate by signing and dating the document.

When complete, please ensure to select "Save and Close".

EXHIBIT C

CITGO Petroleum Corporation Promotional and Logo Guidelines



PROMOTIONAL GUIDELINES FOR THE CITGO INNOVATION ACADEMY

Naming:

When mentioning the CITGO Innovation Academy in press releases, announcements, on social media, etc., please use the following formulations:

- "CITGO Innovation Academy at (name of your school)"
- "CITGO Innovation Academy @ (name of your school)"
- "CITGO IA at (name of your school)"
- "CITGO IA @ (name of your school)"

Please do not use "CIA"

Social Media:

CITGO Innovation Academy social media posts may tag the CITGO Corporate social media accounts. A list of the corporate accounts is below for you to use when creating your posts. Please tag these accounts on all posts.

Facebook: [@CITGOPetroleumCorporation](#)

Instagram: [@CITGOPetroleumCorporation](#)

Twitter: [@CITGO](#)

Hashtag:

- [#CITGOInnovationAcademy](#).

DO NOT abbreviate to #CIA. This hashtag can be included in the main body of your text and include the school, or at the end.

Examples:

- The Underwater robotics team had a [STEMtastic](#) competition day!
[#CITGOInnovationAcademy](#)
- Students from the [#CITGOInnovationAcademy](#) at Moody High School are working hard and coming up with [STEMtastic](#) ideas for their next robotics competition.



LOGO STYLE GUIDE

THE CITGO INNOVATION ACADEMY

This guide is a tool for the correct use of The CITGO Innovation Academy logo(s).



Full Color Version

- C100 M66 Y0 K2
R0 G93 B170
- C25 M0 Y2 K0
R186 G229 B244
- C2 M7 Y77 K0
R253 G226 B90
- White

Full color version should be used at all times when possible.

Spacing

Distance other graphics a minimum one logo space.



One & Two Color Versions

Two color black and white preferred when full color cannot be used.

One color option to be used when color count is limited.

Note: Yellow is shown to replicate a background color and not part of the official logo.

The CITGO Innovation Academy logo is designed to be altered based on the school name and school colors. Current versions to the left and new versions should only be created by CITGO.

PROGRAM NAME

The CITGO Innovation Academy at *(school name)*

For example, the two current programs are:

- The CITGO Innovation Academy at E.K. Key Elementary
- The CITGO Innovation Academy at Moody High School

DO NOT:

- Alter the logo(s) in anyway
- Add additional typography or graphics around the logo(s)
- Create a new version of the logo(s) on your own
- Combine the logo(s) with other logos or artwork

DO:

- Contact CITGO with any questions, concerns or requests.
- Request official artwork from CITGO