

VOLUNTARY RETIREMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF GUADALUPE §

THIS VOLUNTARY RETIREMENT AGREEMENT (“Agreement”) is made by and between the **SEGUIN INDEPENDENT SCHOOL DISTRICT** (“District”), a political subdivision of the State of Texas, acting by and through its Board of Trustees (“Board” or “Trustees”) and **DR. VERONICA VIJIL** (“Vijil”). This Agreement is the final agreement between the District and Vijil, and it controls the contractual employment relationship between the parties hereto after the date of the Agreement.

WHEREAS, Vijil is currently employed as Superintendent by the District under a Superintendent’s Employment Contract (“Contract”) executed on and effective February 15, 2024, with a term ending on June 30, 2027; and

WHEREAS, Vijil has announced her intent to retire from the District, effective on June 30, 2026; and

WHEREAS, Vijil announced her plans to retire at a time that gave the Board the opportunity to plan for the transition of leadership and sufficient time to employ another person to take over the position of Superintendent of Schools; and

WHEREAS, Vijil and the Board have reached a mutually acceptable agreement for Vijil to be reassigned to the position of Superintendent Emeritus as of June 30, 2025 and to resign and retire from the District as Superintendent Emeritus on December 31, 2025; and

WHEREAS, Vijil and the Board want to set forth the duties and responsibilities of Superintendent Emeritus and confirm the agreements in the Contract that are applicable to Vijil’s retirement from the District on December 31, 2025; and

WHEREAS, the Board concludes that this Agreement will serve a legitimate public purpose related to the educational mission of the District.

WITNESSETH:

NOW THEREFORE, in consideration of the recitals, terms, conditions and mutual covenants herein, the parties hereto do hereby agree as follows:

1. In accordance with Section 2.3 of the Contract, Vijil and the Board agree that she will be reassigned to the position of Superintendent Emeritus as of 11:59 p.m. on June 30, 2025 (“Reassignment Date”), and that she will fulfill the duties of that position until her retirement on December 31, 2025. Vijil shall continue to serve as Superintendent pursuant to the terms of the Contract through the Reassignment Date. After the Reassignment Date, Vijil may engage in employment/consulting activities that do not substantially interfere with her ability to perform her duties of Superintendent Emeritus pursuant to this Agreement.

2. Vijil does hereby voluntarily submit her resignation from the District and from the position of Superintendent Emeritus and the Board does hereby accept her resignation effective at 11:59 p.m. on December 31, 2025 (“Resignation Date”). Notwithstanding anything to the contrary herein, Vijil shall be paid her full salary and benefits pursuant to the terms of the Contract through the Resignation Date.

3. In her position as Superintendent Emeritus and in order to ensure a smooth transition of leadership, Vijil will serve as an advisor to the successor/interim superintendent, reporting directly to the Board. In her advisory role related to the transition of leadership, the services provided by the Superintendent Emeritus may include, without limitation: advising the acting, interim and/or successor superintendent with respect to staff performance, as needed and deemed necessary by the acting, interim and/or successor superintendent; advising the interim

and/or successor superintendent with respect to budgeting, finance and/or related processes and reporting, as needed and deemed necessary by the acting, interim and/or successor superintendent; and/or advising the acting, interim and/or successor superintendent in areas of instructional management, District improvement, student management, personnel management and facility improvement projects as may be deemed necessary by the Board or the interim and/or successor superintendent related to the transition of leadership. Between the Reassignment Date and the Resignation Date, Vijil will be available to assist the successor/interim superintendent and/or the Board at mutually agreeable times upon request of the Board President. During the course of the reassignment to Superintendent Emeritus, Vijil will be provided an office space, computer and other equipment to use as necessary in the performance of her Superintendent Emeritus duties.

4. In addition to the amount set forth in Section 2 hereof, in consideration of Vijil voluntarily resigning her position as Superintendent Emeritus of the District and retiring from the District on the Resignation Date, the District shall pay Vijil, on or before Resignation Date, the sum of NINETY-FIVE THOUSAND SIX HUNDRED EIGHTY-TWO AND 40/100 DOLLARS (\$95,682.40) (“Total Severance Payment”). In addition to the Total Severance Payment, the District shall pay Vijil, on or before the Resignation Date, for all accrued but unused vacation days in accordance with section 3.3 of the Contract. The Total Severance Payment shall be paid and distributed as follows:

(a) On or before Resignation Date, EIGHTEEN THOUSAND ONE HUNDRED EIGHTY-TWO AND 40/100 Dollars (\$18,182.40) shall be paid jointly to Vijil and Cory Hartsfield, P.C., and delivered to the law offices of Cory Hartsfield, P.C., 1701 W. Northwest HWY, Suite 100, Grapevine, Texas 76051; The District shall withhold applicable state and

federal deductions from this portion of the Total Severance Payment, but shall not withhold any payments to the Teachers Retirement System from the Total Severance Payment.

(b) SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$77,500.00) to be paid for the benefit of Vijil as follows:

Payments	Timing of Payments	
	Must be made on or before this date:	
	Resignation Date	
SISD Employer Paid 403(b) Annuity	\$ 46,500.00	
SISD 457	\$ 31,000.00	
SISD 401(a)	NA	
Total	\$ 77,500.00	

The District shall fund any existing supplemental retirement plans of the District (the “Current Plans”), if any, to which the amounts shall be contributed as specified above for the Employer-paid Section 403(b), 401(a) and Voluntary 457(b) Plans. As necessary, the District shall establish an Employer-paid Section 403(b), a 457(b) plan, and a plan under Section 401(a) (the “Plans”) of the Internal Revenue Code, as amended (the Code”) by signing an interlocal agreement under Texas law to establish such a plan under the Teacher/Employee Recruitment and Retention Program with Education Service Center Region 10, authorizing appropriate administrator(s) of the District to sign any other documents needed to establish the Plans and fund the contributions to this plan as specified above. The District and Superintendent agree to execute any and all forms, documents and/or elections necessary to implement the contributions to the Current Plans/Plans as provided herein. The District and Superintendent acknowledge that

the Employer Paid 403(b) Plan and the 401(a) Plan shall be non-elective, and the Superintendent shall not have any right to receive contributions specified herein in cash. The Current Plans/Plans shall provide that the contributions made to each plan and all earnings thereon shall be fully vested in the Superintendent at all times. The funds for the Current Plans/Plans shall be invested in such investment vehicles as are allowable under the Code for the applicable types of plans, Texas law and the terms of the Current Plans/Plans, and such investment vehicles shall be determined solely by the Superintendent. Vijil shall pay any taxes lawfully due on these payments, if any.

Contributions by the District shall first be made to the Section 403(b) plan, up to the contribution limit under the Code. Contributions by the District shall next be made to the Section 457(b) plan, up to the contribution limit under the Code and then to the 401(a) plan. If there is a difference between the amount set forth in section 4(b) of this Agreement and the actual amount of the contributions to the 403(b), 401(a) and 457(b) Current Plans/Plans as a result of maximum contribution limits, the excess shall be added to and paid in accordance with section 4(a) of this Agreement. The intent being that the District would make the maximum contributions to the Current Plans/Plans and the excess, if any, would be paid in accordance with section 4(a).

Vijil may revise the distribution of the Total Severance Payment (set forth in 4(a) and 4(b) above) by providing written notice to the District at least ten (10) days prior to the Resignation Date, so long as such revisions do not increase the Total Severance Payment, as set forth in section 4 of this Agreement.

5. If the District fails to make the payments set forth in this Agreement in a timely manner and in the manner set forth herein, Vijil shall be entitled to recover from the District any

and all reasonable costs, expenses, and attorney's fees incurred by Vijil to enforce the provisions of this Agreement in addition to any other relief Vijil shall be entitled to recover.

6. On or before 5:00 p.m. on the Resignation Date, Vijil agrees to return to the District all keys, credit cards, student records, official records of the District, if any, and other property, if any, of the District in her possession as it related to her employment as the Superintendent of the District.

7. No later than 5:00 p.m. on the Reassignment Date, Vijil agrees to remove her personal effects and property from the Superintendent's office.

8. Vijil agrees to reasonably cooperate with the District regarding the provision of any information system passwords or other business operating information known only to Vijil.

9. After the Resignation Date, Vijil agrees to provide assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit action or legal proceeding brought against the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of Vijil's employment with the District, at no additional expense to the District other than reimbursement to Vijil for her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Vijil by virtue of her taking time off from her then current employment to assist the District at its request. If Vijil is not employed, the District shall compensate Vijil at her daily rate of pay, calculated by dividing her most recent salary under the Contract by 226. Requests for assistance from Vijil with respect to such matters shall be made through the President of the Board, any successor superintendent, and legal counsel for the District, and the amount to be reimbursed to Vijil shall be mutually understood and agreed in advance. Vijil's availability and consultation, under the terms and conditions of this Section 9,

will be subject to any request for consultation not interfering with Vijil's then-current employment.

10. The parties agree to issue a public statement with respect to Vijil's retirement from the District, which is attached hereto as **Exhibit A** and incorporated herein by reference. The Trustees, individually and collectively, do hereby agree that each of them shall refer any third-party inquiries regarding Vijil's employment as an employee of the District and as the Superintendent of the District to the Agreement and **Exhibit A**. Furthermore, for purposes of employment after retirement with TRS, Vijil shall be provided a letter of reference signed by the Board President. The parties agree that the Board President shall prepare a mutually acceptable letter of reference, the form of which is attached hereto and incorporated herein by reference as **Exhibit B**.

11. The District shall defend, hold harmless and indemnify Vijil in accordance with Section 2.6 of the Contract. The District's obligations under this section and Section 2.6 of the Contract shall continue after Vijil's retirement for qualifying acts or failures to act occurring during the term of Vijil's employment by the District.

12. The District and Vijil do hereby agree to be responsible for and pay for each of their respective attorneys' fees incurred by the District and Vijil in connection with the negotiation of this Agreement.

13. Expressly as part of the consideration of this Agreement, Vijil does hereby, and for her heirs, executors, administrators, successors and assigns, totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE the District and its employees, attorneys, and agents, the Board and each and every Board Member (both individually and in the Board Members' official capacity), past and current, of and from any and all claims, actions,

causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which Vijil had, has, or which may hereafter accrue on account of or in any way growing or arising out of Vijil's employment relationship with the District and/or relationship with the District's Board and/or each and every Board Member (both individually and in the Board Members' official capacities) past and present through the date of this Agreement. This release shall be effective upon the full and complete performance of the Board and the District with the terms and conditions contained in this Agreement. Without in any way limiting the scope of this release, Vijil intends to release any claims for any rights which Vijil may have under any federal or state constitution, laws, rules, regulations, or public policy. Such constitutions, laws, rules or regulations include, but are not limited to, the United States Constitution, the Constitution of the State of Texas, 42 U.S.C. §1983, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title IX of the Education Amendments of 1972, Section 504 of the Vocational Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Texas Workers Compensation Act, the Texas Commission on Human Rights Act, the Texas Labor Code, the Family and Medical Leave Act of 1993, the Older Workers Benefits Protection Act, and any further or other federal or state discrimination laws, employment laws or workers compensation or benefit laws, as now or hereafter enacted. Vijil acknowledges she has not assigned, sold, conveyed or otherwise transferred any claim released in this Agreement.

The District and the Board and each and every Board Member (both individually and in the Board Members' official capacity) likewise totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE Vijil, her attorneys and agents, of and from

any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorneys' fees, expenses and compensation whatsoever, of any kind or character, known or unknown, which the District and/or Board had, has, or which may hereafter accrue on account of or in any way growing out of or arising out of Vijil's employment relationship with the District and/or relationship with the Board and/or each and every one of the Board members past and present excluding, however, those claims or any causes of action where it is determined that Vijil committed a criminal act, official misconduct, or committed a willful and wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard. The District and Board acknowledge that they have not assigned, sold, conveyed, or otherwise transferred any claim released by this Agreement.

14. Vijil expressly covenants and agrees not to sue or participate, unless required by court order, in any federal or state judicial or state administrative proceeding against the District or its Board, Board members, officers, employees, representatives, agents or attorneys, in their official or individual capacities, on the basis of claims released by Vijil pursuant to the Agreement.

The District, Board and Trustees expressly covenant and agree not to sue or participate, unless required by court order, in any federal or state judicial or administrative proceeding against Vijil, her agents or attorneys, related to or concerning her employment with the District. Furthermore, the District and Board covenant and agree not to raise, prosecute, or participate in any grievance, complaint, or other claim or investigation against Vijil, and will take such action or actions as may be necessary or required to withdraw or dismiss with prejudice any such grievance, complaint, or claim raised by the District, excluding, however, those claims or any

causes of action where it is alleged that Vijil committed a criminal act, official misconduct, or committed a willful and wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard. "Administrative proceeding," as used in this Agreement, includes, by way of example, but not by way of limitation, any hearing or appeal before the District's Board of Trustees, or before the State Board for Educator Certification, or before the State Board of Education, or before the Texas Education Agency under the Texas Education Code.

Nothing herein prohibits Vijil or the Board from seeking to enforce the terms of this Agreement.

15. The Board, District and Vijil agree and understand that, except as set forth herein, this Agreement supersedes any and all prior oral or written agreements, arrangements, employment contracts, or understandings between the parties and, except as set forth herein, terminates all rights of both parties relating to the Contract by and between Vijil and the District concerning service as Superintendent of the District. The release includes all contractual rights, liberty rights, constitutional rights, statutory rights, and any other rights or claims.

16. The Agreement constitutes the entirety of the understanding between all the parties hereto. The Agreement shall be binding upon all the parties hereto, their respective heirs, executors, administrators, successors and assigns.

17. The Agreement is hereby deemed performable entirely in Guadalupe County, Texas, and shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas. Mandatory and exclusive venue for any lawsuit or adjudicative proceeding brought by either party to the contract shall be in Guadalupe County, Texas.

18. The Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one document. All the parties hereto further agree that they shall execute any and all documents necessary to affect the intent and purposes of the Agreement. The Agreement may be modified or terminated only in writing, executed by all the parties hereto.

19. The President of the Board of Trustees has been authorized to execute the Agreement on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on March 27, 2025.

20. In the event either party brings an action against the other party to enforce the terms and conditions on this Agreement, the losing party in such action agrees to pay the prevailing party reasonable attorney's fees and court costs, to be affixed by the court.

[signatures to follow]

IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after March 27, 2025.

SEGUIN INDEPENDENT SCHOOL DISTRICT

By: _____
Denise Crettenden, President
Board of Trustees
Seguin Independent School District

ATTEST:

Grace Mueller, Secretary
Board of Trustees
Seguin Independent School District

DR. VERONICA VIJIL

Dr. Veronica Vijil

EXHIBIT A

PRESS RELEASE

Superintendent Dr. Veronica Vijil Announces Plans to Retire

School Board

Seguin, Texas, 2025 – Dr. Veronica Vijil announced today she will retire after thirty-two years in Texas public education.

Under Dr. Vijil’s leadership, Seguin ISD has maintained an excellent (A) rating in the Financial Integrity Rating System of Texas (FIRST), increased the number of students obtaining Industrial Based Certifications, partnered with Lamar Orange College to enable students in the cosmetology pathway to earn dual (high school and college) credit, completed and submitted data for validation resulting in Teacher Incentive Allotment (TIA) status for 17 teachers, prepared data for the next round of TIA data validation, and completed a successful second year of a partnership with The Holdsworth Center that supported the district in its efforts to create a series of workstreams for leadership development. The district has been one of the most innovative in the state, with cutting-edge programs in STEM learning, fine arts, dual language, career and technical education, and state-qualifying athletic programs.

Dr. Vijil’s last day acting as Superintendent in the district will be June 30, 2025. She will remain an employee of the school district, serving as Superintendent Emeritus, until December 31, 2025, to assist with the transition of leadership.

“I am making this announcement now so that the Board of Trustees can have time to begin the selection process for the new Superintendent,” Dr. Vijil said. “The level of community and district support we have experienced in Seguin ISD has been a hallmark of our success. I am grateful for the Board members who have allowed me to serve Seguin ISD. The Board and our dedicated staff have been committed to excellence at varied levels and facets of our district. Lastly, I want to acknowledge the campus and district leaders who have exercised visionary leadership in their daily work so that every student will be prepared to succeed after graduation. I am very proud of the work we have accomplished during my tenure. Our teachers, leadership team, and Board deserve the credit for working together as a team for the success of our students. I believe new leadership and the Board will bring new ideas to the table and continue to build on our legacy of success,” said Superintendent Vijil.

Speaking on behalf of the Board of Trustees, Board President Denise Crettenden thanked the Superintendent for her ability to build a culture of collaboration both within the district and between the district and the community.

“On behalf of the Board, we value Dr. Vijil’s hard work in leading the District,” Board President Crettenden said. “Along with the Board, Dr. Vijil focused Seguin ISD and its stakeholders on identifying and developing the strengths and gifts of every child so that students can achieve success beyond high school graduation.”

District and Professional Highlights Under Dr. Vijil’s Leadership

- Seguin ISD has maintained an excellent (A) rating in the Financial Integrity Rating System of Texas (FIRST)
- Enhanced Career & Technical Programs (CTE) by increasing the number of students obtaining Industry Based Certifications

- Partnered with Lamar Orange College to enable students in the cosmetology pathway to earn dual (high school and college)
- Completed and submitted data for validation resulting in Teacher Incentive Allotment (TIA) status for 17 teachers,
- Prepared data for the next round of TIA data validation
- Completed a successful second year of a partnership with The Holdsworth Center that supported the district in its efforts to create a series of workstreams for leadership development such as:
 - Leadership Definition
 - Vacancy Planning
 - Next-Gen Aspiring Principal Fellowship
 - Leadership Pipeline Team
 - Core Development

Dr. Vijil said Seguin ISD’s success is a product of teamwork throughout the district.

“I have been blessed to work with wonderful people at Seguin ISD,” Dr. Vijil said. “Our campus staff, support staff, teachers, leadership team, and Board of Trustees deserve all the credit for working together as a team for the success of our students. Seguin ISD is a destination district and will continue to accomplish great things in the future.”

About Dr. Veronica Vijil

Dr. Vijil serves as Superintendent of Schools in Seguin ISD. Prior to this appointment, Dr. Vijil served as Superintendent of Schools in Fabens ISD. In addition to Seguin ISD, Dr. Vijil has also served in administrative roles in the Canutillo and Spring Independent school districts.

A native Texan, Dr. Vijil grew up in El Paso, Texas. She received her undergraduate degree in secondary education in May 1986 from The University of Texas at El Paso and in August 1996, she completed her master’s degree in education at Indiana Wesleyan University. In December 2011, she received her Doctor of Educational Leadership from Sam Houston State University. Dr. Vijil and her husband, John, have been married for 36 years. Soon after they were married, they relocated to Indianapolis, Indiana for approximately 9 years. John and Veronica are the proud parents of Anna Alyssa and Camille. Anna Alyssa is married to Johnny and Camille is married to Arnoldo; they both reside in Texas. The Vijils also have two grandchildren, Brianna and Arnoldo, who they adore. Dr. Vijil’s ever-loving parents as well as some of her siblings, and numerous relatives of Johns and hers, including her mother-in-law, reside in El Paso where Veronica loves to visit. During her visits to different cities in Texas, she enjoys hanging out with family and friends, hiking, and playing boardgames. She has always been dedicated to her Catholic faith and is grateful for the multiple spiritual gifts and blessings bestowed on her throughout her career. She has made such strong bonds and friendships with a multitude of people, leaned on and learned from many supporters, mentored many protégées formally and informally, participated in many professional organizations, while embracing her culture, strengths, and dedication. She looks forward to spending quality time with family and friends, giving back to the community, and is excited about the next chapters of her life.

EXHIBIT B

LETTER OF REFERENCE

SEGUIN ISD BOARD OF TRUSTEES

March 27, 2025

To Whom It May Concern:

As Board President, I have worked with Dr. Vijil in the Seguin ISD where she has served as superintendent of schools. SISD serves 7200 students and employs over 1000 staff.

Dr. Vijil faced obstacles from day one in the school district and has worked diligently with others to transform the culture and direction of the school district in a strategic manner. She also navigated the District through an unfortunate series of tragedies.

During her time as Superintendent, the District maintained an excellent (A) rating in the Financial Integrity Rating System of Texas (FIRST), increasing the number of students obtaining Industry Based Certifications in Career and Technical Programs, partnered with Lamar Orange College to enable students in the cosmetology pathway to earn dual (high school and college), completed and submitted data for validation resulting in Teacher Incentive Allotment (TIA) status for 17 teachers, and completed a successful second year of a partnership with The Holdsworth Center that supported the district in its efforts to create a series of workstreams for leadership development.

Dr. Vijil possesses a hard work ethic, putting in full days at work and still taking the time to support the many fine arts, extracurricular and athletic events of the district. She thrives on being a “catalyst” for positive improvement. She handles school district matters with poise and diplomacy.

I recommend Dr. Vijil for any position of responsibility or leadership. In conclusion, I know you will come to admire her dedication to students, teachers, school staff, community, and learning as I do.

Sincerely,

Denise Crettenden, President
Board of Trustees
Seguin Independent School District