

**FERGUSON REORGANIZED SCHOOL DISTRICT R-II**  
**SUPERINTENDENT CONTRACT**

This Contract is made and entered into this 1<sup>st</sup> day of July, 2007, by and between the FERGUSON REORGANIZED SCHOOL DISTRICT R-II ("District") (popularly known as the Ferguson-Florissant School District) of Saint Louis County, Missouri, through its duly elected Board of Education ("the Board") and Mr. Jeffrey R. Spiegel ("Superintendent").

WITNESSETH:

1. **EMPLOYMENT:**

- A. The District hereby employs the Superintendent at an initial annual salary of One Hundred Eighty-Eight Thousand Dollars (\$188,000.00) for the first Contract year of July 1, 2007 through June 30, 2008, payable in equal monthly installments.
- B. Under the terms of this Contract, the Board of Education shall provide \$17,740 each year of the Contract to be deposited in a tax-deferred annuity program of the Superintendent's choice. The amount shall be deposited in equal monthly installments.
- C. The Superintendent accepts employment upon the terms and conditions herein set forth.
- D. The District retains the right to adjust the annual salary of the Superintendent subject to his approval during the term of this Contract. Any such adjustment shall be in the form of an amendment to this Contract and shall become part of this Contract. Such amendment shall not be construed as a new contract between the parties nor shall it be construed as extending the original expiration date of this Contract. However, by agreement of the parties, the termination date of this Contract may be extended.

2. **POWERS AND DUTIES:**

The Superintendent shall have the powers and duties provided by laws of the State of Missouri and the established Policies of the District. The Superintendent shall serve as the Chief Executive Officer of the Board and is charged with the responsibility to lead, manage, and administer the District within the laws, Policies, and directions of the Board. The Superintendent shall direct, assign, place and transfer all District employees, and he shall organize and administer the affairs of the District as he determines would best serve the District, consistent with Board Policies and directions. He shall also be responsible for determining regulations, rules and procedures deemed necessary for the well-ordering of the District. It is expected that he will make recommendations as to all matters coming before the Board, except those pertaining to his employment, including recommendations pertaining to District Policy and governance matters. The Superintendent also shall perform such other duties as may appropriately be prescribed by the Board.

3. **TERMS:**

- A. The term of this contract shall begin on July 1, 2007 and continue for three years, terminating on June 30, 2010.
- B. The Superintendent shall hold a valid certificate issued by the State of Missouri qualifying him to act as the Superintendent of the District; and, if currently not holding said certificate, he shall obtain the same within 120 days of the commencement date of this Contract.

4. **REAPPONITMENT:**

The Board shall take action by August 1 of each Contract year to extend or not to extend the terms of this Contract for one additional year and shall notify the Superintendent in writing of such action. If no such action is taken by August 1, the Contract will be deemed extended for one additional year. It shall be the responsibility of the Superintendent to notify the Board in writing by May 1 of each calendar year of said August 1 deadline or said August 1 deadline shall be deemed null and void.

5. **TERMINATION:**

This Employment Agreement shall be terminated upon:

- A. The mutual agreement of the parties.
- B. The disability of the Superintendent.

The District may terminate this Contract at any time after the Superintendent has exhausted accumulated sick and vacation leave and has been absent from District employment or is incapable of discharging the full responsibilities of the position as Superintendent for any cause, for a continuous period of three months. The District reserves the right to require the Superintendent to submit to a medical examination, either physical and/or mental, whenever the District has reason to believe the Superintendent is disabled or unable to assume and to perform said full responsibilities. Such examination shall be performed by a physician licensed to practice in the appropriate field and chosen by the District. The cost of said examination(s) shall be borne by the District.

- C. Discharge for cause.

Discharge for cause shall constitute conduct which is seriously prejudicial to the District, including but not limited to neglect of duty, inefficiency, incompetence or actions deemed morally, socially or legally inappropriate or other conduct unbecoming the position of Superintendent. Discharge for cause shall be presented to the Superintendent in writing and the Superintendent shall have a right to appear before the Board to discuss or to refute the allegations. The Superintendent may choose to be accompanied by legal counsel of Superintendent's choosing, at Superintendent's expense. Such Board meeting(s) shall be conducted in closed session(s).

D. Death of the Superintendent

6. **EXTENT OF SERVICES:**

The Superintendent shall devote his full-time, attention and energy to the business of the District and related professional activities. Without loss of salary, he may engage in the attendance of university courses, seminars, conferences, or other professional growth activities, lecture or other similar activities which are of a short duration in his discretion. Any such activities which require the Superintendent to be absent from the District for more than one full working day shall be reported to the Board in writing. If the activity shall extend beyond five working days or be of a recurring nature, prior approval by the Board shall be required. If a stipend, honorarium or other compensation is provided the Superintendent for any such activity, such activity shall be provided outside of the traditional workday or the Superintendent shall utilize accrued vacation time for this purpose. The Superintendent shall not jeopardize the functioning of the District by any lengthy and/or conspicuous absences(s) for professional activities.

7. **BENEFITS:**

- A. The Superintendent shall undergo an annual medical examination by a physician licensed to practice in Missouri. Such medical examination shall include all tests deemed necessary by the physician. The District shall bear the cost of such examination and shall receive a written statement from the physician attesting to the physical and mental competency of the Superintendent to continue in his role. Such statement shall be filed in the Superintendent's personnel file and shall be treated as confidential by the District.
- B. The Superintendent shall be entitled to twenty (20) paid vacation days per year. Such vacation time may be utilized during the year accrued or thereafter. A total of sixty (60) days of paid vacation can be accrued. The Board shall be previously advised in writing of all vacation leave, which shall extend for more than three consecutive working days.
- C. The District at its expense shall provide the Superintendent with family coverage for health care insurance through the District's insurance provider.
- D. The Superintendent shall receive such other fringe benefits as are commonly extended to all other District administrative and/or certificated personnel.
- E. The Superintendent may attend appropriate professional meetings at the local, state, and national level, subject to prior approval by the Board. Appropriate expenses for said attendance shall be paid by the District.
- F. The Superintendent is expected to participate in local civic and charitable organizations in the interest of promoting a better understanding of the District

and its concerns. The District shall pay membership expenses in organizations such as the Rotary and Chamber of Commerce, subject to prior approval by the Board.

- G. The Superintendent shall be provided a monthly automobile allowance of Six Hundred and Fifty Dollars (\$650.00) for the use of a personal vehicle for business purposes within St. Louis County.

8. **DUTIES OF THE BOARD:**

- A. The Board shall evaluate the Superintendent's performances semi-annually and subsequently shall meet with him to discuss his performance and the working relationships between the Superintendent and the Board. If the Board has any substantial concerns about the performance of the Superintendent, such concerns shall be placed in writing and presented to the Superintendent. The Superintendent shall have the right to respond in writing to the Board's concerns. Any meetings held for the purpose of evaluating the Superintendent shall be held in closed session(s).
- B. The Board shall meet annually with the Superintendent and establish District expectations, which shall be the Superintendent's primary focus during the following year. The annual evaluation of the Superintendent shall also address how these annual expectations have fared and the degree to which the expectations as outlined in Policy (job description) have been met.
- C. The evaluation instrument(s) and process(es) to be used in the Superintendent's evaluation shall be developed by the Board with input from the Superintendent.
- D. Subject to performance deemed by the Board to be above satisfactory, the District shall adjust, if necessary, the Superintendent's total compensation package (all costs paid by the District) for the following year.
- E. The Board shall indemnify, defend and hold harmless the Superintendent from any action, claim, demand or judgment brought against him in the lawful and appropriate performance of his duties as Superintendent.

9. **ENFORCEMENT:**

The interpretation and construction of this Contract shall be pursuant to and consistent with the laws of the State of Missouri and any judicial proceeding for the interpretation, breach or enforcement of this Contract shall be exclusively brought and conducted within the Circuit Court of St. Louis County, Missouri.

10. **NOTICES:**

Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the residence of the Superintendent or to the residence of the President of the Board.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

**FERGUSON REORGANIZED SCHOOL DISTRICT R-II**

By: Leslie S. Hogsheal  
Board President

Jeffrey R. Spiegel  
Jeffrey R. Spiegel, Superintendent

ATTEST:

Mr. Louis A. Graham  
Board Secretary