MISSOURI COURT OF APPEALS EASTERN DISTRICT
OPINION SUMMARY

JEFFREY SPIEGEL,	)	No. ED109274
	)	
Appellant,	)	Appeal from the Circuit Court
	)	of St. Louis County
vs.	)	
	)	Honorable David Lee Vincent
FERGUSON-FLORISSANT SCHOOL DISTRICT,	)	
	)	
Respondent.	)	FILED: May 25, 2021

Jeffrey Spiegel ("Spiegel") appeals the trial court's dismissal of his petition for breach of contract against the Ferguson-Florissant School District (the "School District") relating to a negotiated provision in which the School District was obligated to provide and pay for lifetime health insurance benefits for Spiegel and his dependents (the "Provision"). The School District maintains dismissal was proper because the Provision rendered the contract ("Contract") illegal in violation of Section 169.590.3 and was, therefore, beyond the School District's authority under Section 432.070. The School District further argues that neither Spiegel nor his Spouse (collectively the "Spiegels") are entitled to equitable remedies as a result of the School District's failure to pay for continued health insurance coverage as provided under the Contract.

AFFIRMED.

DIVISION THREE HOLDS: Because Section 169.590.3 expressly prohibits the School District from paying the health insurance premiums for retired School District employees, the contractual Provision requiring the School District to provide Spiegel and his dependents with free health insurance for life following his retirement violates Section 169.590.3, rendering the Contract void and unenforceable under Section 432.070. Further, Missouri law does not permit holding the School District liable at law or in equity on a contract that is void under Section 432.070. Accordingly, we affirm the trial court's dismissal of Spiegel's petition for failure to state a claim upon which relief can be granted.

Opinion by: Kurt S. Odenwald, J.
Angela T. Quigless, P.J., and James M. Dowd, J., concur.

Attorney for Appellant: Lynette M. Petruska

Attorneys for Respondent: James C. Hetlage and Julie Z. Devine

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.