

**STATE OF MICHIGAN**  
**IN THE 31ST CIRCUIT COURT FOR THE COUNTY OF ST. CLAIR**  
*201 McMorran Blvd, Port Huron, MI 48060*

CITIZENS FOR A BETTER ALGONAC  
COMMUNITY SCHOOLS; and  
HEIDI CAMPBELL,  
Plaintiffs,

Case No.: 14- \_\_\_\_\_ -CZ  
Honorable \_\_\_\_\_

**COMPLAINT**

v.

ALGONAC COMMUNITY SCHOOLS,  
Defendant

\_\_\_\_\_/

OUTSIDE LEGAL COUNSEL PLC  
PHILIP L. ELLISON (P74117)  
Attorney for Plaintiff  
PO Box 107  
Hemlock, MI 48626  
(989) 642-0055  
(888) 398-7003 - fax  
pellison@olcplc.com

**COMPLAINT**

NOW COMES Plaintiffs HEIDI CAMPBELL and CITIZENS FOR A BETTER ALGONAC COMMUNITY SCHOOLS, by and through counsel, Outside Legal Counsel PLC, and as her complaint states as follows:

**PARTIES**

1. That Plaintiff CITIZENS FOR A BETTER ALGONAC COMMUNITY SCHOOLS is a voluntary association of local residents who attend and participate in the political process involving Algonac Community Schools and its Board of Education.
2. That Plaintiff HEIDI CAMPBELL is a resident of the County of St Clair who attends public meetings of the Board of Education of Algonac Community Schools.
3. That Defendant ALGONAC COMMUNITY SCHOOLS (hereinafter "Defendant ACS") is a general powers school district formed under the laws of the

State of Michigan with its offices located at 1216 St. Clair Blvd., Algonac, MI 48001 and is subject to the requirements of the *Open Meetings Act*, MCL 15.261 et seq.

4. That the Board of Education of ALGONAC COMMUNITY SCHOOLS (hereinafter “Board”) is a public body as that term is used by Michigan’s *Open Meetings Act*, MCL 15.262(a).

### JURISDICTION

5. That this Court has jurisdiction by statute pursuant to MCL 15.271(2) and by Court Rule pursuant to MCR 2.605.

6. That venue is proper in this case as the public body serves in this county. MCL 15.271(2).

### GENERAL ALLEGATIONS

7. That Michigan law requires that “[a]ll deliberations of a public body constituting a quorum of its members shall take place at a meeting open to the public except as provided in this section and sections 7 and 8” of the Act.

### COUNT I

#### FAILURE TO CONDUCT DELIBERATIONS IN PUBLIC VIOLATION OF OPEN MEETINGS ACT, MCL 15.263(3)

8. That the previous paragraphs are realleged within this Count word for word herein.

9. That on information and belief, members of the Board have in the recent past and likely continue to deliberate, as that term has been defined under state law, matters by mass/joint email communications between and among all and/or a quorum the members of the Board completely outside any public meeting.

10. That one such example is the compilation, sharing, and analyzing the characteristics of potential candidates for the then-open position of the superintendent of Algonac Community Schools, see **Exhibit A-1**.

11. That another such example is the analyzing, discussing, development, and creation of the new employment contract of superintendent John Strycker, see **Exhibits A-2 through A-6 (chain of emails no 1) and Exhibits A-7 through A-8 (chain of emails no 2)**.

12. That having these mass-email communications is similar to a secret meeting which is occurring outside the presence of the public.

13. That such deliberations should have been and must take place at a meeting open to the public.

14. That by failing to conduct such deliberations in public, Defendant ACS, by its Board, has violated *Open Meetings Act*, MCL 15.263(3).

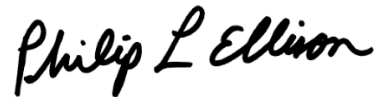
**RELIEF REQUESTED**

WHEREFORE, Plaintiffs request this Court enter an order and final judgment of this Court:

- a. declaring that Defendant ACS, by its public body, is in violation of the *Open Meetings Act* by any and all of the ways outlined above;
- b. compelling compliance and/or enjoining Defendant ACS and its Board from further non-compliance of the *Open Meetings Act* pursuant to MCL 15.271;
- c. awarding actual attorney fees and costs for the action; and
- d. granting all other relief that Court deems equitable and just.

Date: May 23, 2014

RESPECTFULLY SUBMITTED:



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OUTSIDE LEGAL COUNSEL PLC  
BY PHILIP L. ELLISON (P74117)  
Attorney for Plaintiffs

**Nancy Jeannette**

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**From:** Michael Baranowski [mbaranowski@downrivercs.org]  
**Sent:** Monday, May 05, 2014 7:21 PM  
**To:** Nancy Jeannette  
**Subject:** FW: Candidate Excel  
**Attachments:** Supt. Applicants 2014.xlsx

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**From:** Andy Goulet [mailto:andrewgoulet77@gmail.com]  
**Sent:** Sunday, March 09, 2014 11:09 AM  
**To:** Michael Baranowski; Chuck Busuttill; Beth Engel; Tim Idzokowski; Sharon Stiltner; Susan Trebilcock  
**Subject:** Candidate Excel

Hi All,

I was having trouble keeping things straight without looking back and forth at the candidates.  
So I created this spread sheet with:

Number

Name

Residence

Current Occupation, on the left and the profile scores on the right.

It made it much easier for me to keep track of who's who.

Hope this helps each of you the way it has helped me.

See you all Tuesday.

AG

**Nancy Jeannette**

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**From:** Michael Baranowski [mbaranowski@downrivercs.org]  
**Sent:** Monday, May 05, 2014 7:37 PM  
**To:** Nancy Jeannette  
**Subject:** FW: Status of Contract with John Strycker - confidential  
**Attachments:** Contract Memo 4-4-14.docx

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**From:** Andy Goulet [mailto:andrewgoulet77@gmail.com]  
**Sent:** Saturday, April 05, 2014 11:32 AM  
**Subject:** Status of Contract with John Strycker - confidential

Fellow Board Members,

You will recall that I spoke with Gary Wednesday and he had asked me for three pieces of information, (Salary?, Steps?, 3 year evergreen?), and told me once I communicated that information to him he would get a draft out to me.

Attached find a memo containing that information gleaned from my conversations with each of you that I sent to Gary last night.

I did speak to John and he is agreeable to the terms and especially looks forward to a performance challenge.

That's the latest. I'll keep you posted once the draft arrives.

Barring any unforeseen problem, I plan to have this contract on the agenda for approval at our regular April meeting.

Questions/comments...please call me.

Have a good weekend!

AG

TO: Gary Fletcher  
FR: Andy Goulet  
RE: Superintendent contract, Algonac Schools and John D. Strycker  
DA: 4 April 2014

The board is in concurrence at this time on the information you and I discussed on Wednesday.

Salary: \$137,000  
Steps: NO  
3 year "evergreen": YES

Additionally:

The board wants to do an annual "performance bonus" of \$2,000, based upon criteria/standards/goals set by the board or committee of the board. Your thoughts on how to do this?

If John desires to work some days after Brian Brutyn leaves and before July 1, is there a way to pay him per-diem for any days he works for ACS? And if so, how do we have that written and where?

I will be free all day Monday and Tuesday as I am off those days. (I work afternoons the other days.)

Also, John will be in Algonac Monday and Tuesday, 4-7 & 4-8. Will we be able to have a draft by that time, or will it be necessary to email it to him?

Thank you for your prompt reply to my earlier queries and I look forward to hearing from you.

**Nancy Jeannette**

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**From:** Michael Baranowski [mbaranowski@downrivercs.org]  
**Sent:** Monday, May 05, 2014 7:38 PM  
**To:** Nancy Jeannette  
**Subject:** FW: contract draft - confidential

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**From:** Charles Busuttill [mailto:chuckbusuttill@hotmail.com]  
**Sent:** Tuesday, April 08, 2014 8:28 AM  
**To:** Andy Goulet; Michael Baranowski; bethengel1@yahoo.com; Tim Idzokowski; Sharon Stiltner; Susan Trebilcock  
**Subject:** E: contract draft - confidential

Good morning Andy. I don't recall discussing the contract with you entirely as written. The only problem that I have with it is the severance package. I think it is time for a change. I don't get how severance is tied to sick days. A maximum of 111 sick days is far too much. It ends up being another form of compensation. While I know that this has been the practice in the past, I think it is time for a change. I believe that the Board should discuss this.

Thanks - Chuck

---

**Date:** Mon, 7 Apr 2014 19:04:19 -0400  
**Subject:** contract draft - confidential  
**From:** [andrewgoulet77@gmail.com](mailto:andrewgoulet77@gmail.com)  
**To:** [mbaranowski@downrivercs.org](mailto:mbaranowski@downrivercs.org); [chuckbusuttill@hotmail.com](mailto:chuckbusuttill@hotmail.com); [bethengel1@yahoo.com](mailto:bethengel1@yahoo.com); [hams10@comcast.net](mailto:hams10@comcast.net); [sharon.stiltner@acsk12.us](mailto:sharon.stiltner@acsk12.us); [trebisu@lc-ps.org](mailto:trebisu@lc-ps.org)

All,

This is exactly what I discussed with each of you.

If you believe this is not the case, let me know immediately.

John is in town until tomorrow and I would like to share it with him before he leaves.

Thanks

AG

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**Sent:** Monday, May 05, 2014 7:38 PM  
**To:** Nancy Jeannette  
**Subject:** FW: contract draft - confidential

---

**From:** Sharon Stiltner [mailto:sharon.stiltner@acsk12.us]  
**Sent:** Tuesday, April 08, 2014 8:33 AM  
**To:** Charles Busuttill; Andy Goulet; Michael Baranowski; bethengel1@yahoo.com; Tim Idzokowski; Susan Trebilcock  
**Subject:** RE: contract draft - confidential

Andy - There was a question last year re: reimbursement monies submitted in a timely fashion by the superintendent. Should we have something like this be inserted in article #11 - that reimbursements should be submitted at a regular monthly basis? Sharon

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**From:** Charles Busuttill [chuckbusuttill@hotmail.com]  
**Sent:** Tuesday, April 08, 2014 8:28 AM  
**To:** Andy Goulet; mbaranowski@downrivercs.org; bethengel1@yahoo.com; Tim Idzokowski; Sharon Stiltner; Susan Trebilcock  
**Subject:** E: contract draft - confidential

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Thanks - Chuck

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Subject: contract draft - confidential  
From: [andrewgoulet77@gmail.com](mailto:andrewgoulet77@gmail.com)  
To: [mbaranowski@downrivercs.org](mailto:mbaranowski@downrivercs.org); [chuckbusuttill@hotmail.com](mailto:chuckbusuttill@hotmail.com); [bethengel1@yahoo.com](mailto:bethengel1@yahoo.com); [hams10@comcast.net](mailto:hams10@comcast.net); [sharon.stiltner@acsk12.us](mailto:sharon.stiltner@acsk12.us); [trebisu@lc-ps.org](mailto:trebisu@lc-ps.org)

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**From:** Charles Busuttill [mailto:chuckbusuttill@hotmail.com]  
**Sent:** Tuesday, April 08, 2014 4:49 PM  
**To:** Sharon Stiltner; Andy Goulet; Michael Baranowski; bethengel1@yahoo.com; Tim Idzokowski; Susan Trebilcock  
**Subject:** RE: contract draft - confidential

Hi Andy: Based on what we discussed earlier today, can you produce a "final draft" so that it can be reviewed by all of the Board members? I think it wise that we are all in agreement on this. Thanks - Chuck

---

**From:** [sharon.stiltner@acsk12.us](mailto:sharon.stiltner@acsk12.us)  
**To:** [chuckbusuttill@hotmail.com](mailto:chuckbusuttill@hotmail.com); [andrewgoulet77@gmail.com](mailto:andrewgoulet77@gmail.com); [mbaranowski@downrivercs.org](mailto:mbaranowski@downrivercs.org);  
[bethengel1@yahoo.com](mailto:bethengel1@yahoo.com); [hams10@comcast.net](mailto:hams10@comcast.net); [trebisu@lc-ps.org](mailto:trebisu@lc-ps.org)  
**Date:** Tue, 8 Apr 2014 08:33:15 -0400  
**Subject:** RE: contract draft - confidential

Andy - There was a question last year re: reimbursement monies submitted in a timely fashion by the superintendent. Should we have something like this be inserted in article #11 - that reimbursements should be submitted at a regular monthly basis? Sharon

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**From:** Charles Busuttill [chuckbusuttill@hotmail.com]  
**Sent:** Tuesday, April 08, 2014 8:28 AM  
**To:** Andy Goulet; [mbaranowski@downrivercs.org](mailto:mbaranowski@downrivercs.org); [bethengel1@yahoo.com](mailto:bethengel1@yahoo.com); Tim Idzokowski; Sharon Stiltner; Susan Trebilcock  
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**Sent:** Monday, May 05, 2014 7:38 PM  
**To:** Nancy Jeannette  
**Subject:** FW: contract draft - confidential

---

**From:** Andy Goulet [mailto:andrewgoulet77@gmail.com]  
**Sent:** Tuesday, April 08, 2014 5:31 PM  
**To:** Charles Busuttil  
**Cc:** Sharon Stiltner; Michael Baranowski; bethengel1@yahoo.com; Tim Idzokowski; Susan Trebilcock  
**Subject:** Re: contract draft - confidential

Chuck/All,

I am in the process of exactly that.

I have been in touch with Gary Fletcher via email, (he is on spring break vacation with his family), and a draft is coming soon.

In my discussion with John today I explained the problem as you related it to me and John agreed that it is bad. We also talked of the board at a future time coming up with a "longevity" piece.

More news as I get it.

AG

Sent from my iPhone

On Apr 8, 2014, at 16:48, Charles Busuttil <[chuckbusuttil@hotmail.com](mailto:chuckbusuttil@hotmail.com)> wrote:

Hi Andy: Based on what we discussed earlier today, can you produce a "final draft" so that it can be reviewed by all of the Board members? I think it wise that we are all in agreement on this. Thanks - Chuck

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**To:** [chuckbusuttil@hotmail.com](mailto:chuckbusuttil@hotmail.com); [andrewgoulet77@gmail.com](mailto:andrewgoulet77@gmail.com); [mbaranowski@downrivercs.org](mailto:mbaranowski@downrivercs.org); [bethengel1@yahoo.com](mailto:bethengel1@yahoo.com); [hams10@comcast.net](mailto:hams10@comcast.net); [trebisu@lc-ps.org](mailto:trebisu@lc-ps.org)  
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Subject: contract draft - confidential

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To: [mbaranowski@downrivercs.org](mailto:mbaranowski@downrivercs.org); [chuckbusuttill@hotmail.com](mailto:chuckbusuttill@hotmail.com); [bethengel1@yahoo.com](mailto:bethengel1@yahoo.com); [hams10@comcast.net](mailto:hams10@comcast.net); [sharon.stiltner@acsk12.us](mailto:sharon.stiltner@acsk12.us); [trebisu@lc-ps.org](mailto:trebisu@lc-ps.org)

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**Nancy Jeannette**

**From:** Michael Baranowski [mbaranowski@downrivercs.org]  
**Sent:** Monday, May 05, 2014 7:38 PM  
**To:** Nancy Jeannette  
**Subject:** FW: Strycker Superintendent Contract.doc  
**Attachments:** Strycker Superintendent Contract.doc; ATT00001.txt

-----Original Message-----

**From:** Andy Goulet [mailto:andrewgoulet77@gmail.com]  
**Sent:** Tuesday, April 08, 2014 5:50 PM  
**Subject:** Strycker Superintendent Contract.doc

All,  
How's this?

AG



**Nancy Jeannette**

---

**From:** Michael Baranowski [mbaranowski@downrivercs.org]  
**Sent:** Monday, May 05, 2014 7:39 PM  
**To:** Nancy Jeannette  
**Subject:** FW: Strycker Superintendent Contract.doc

---

**From:** Charles Busuttill [mailto:chuckbusuttill@hotmail.com]  
**Sent:** Wednesday, April 09, 2014 6:38 AM  
**To:** Andy Goulet; sharonstiltner@comcast.net; hams10@comcast.net; Michael Baranowski; bethengel1@yahoo.com; trebisu@lc-ps.org  
**Subject:** RE: Strycker Superintendent Contract.doc

Hi Andy: I am still not clear on paragraph #8 ( Personnel Policy 20). Shouldn't we be amending the part that refers to severance? Your comments please. Thanks - Chuck

**From:** [andrewgoulet77@gmail.com](mailto:andrewgoulet77@gmail.com)  
**Date:** Tue, 8 Apr 2014 17:50:07 -0400  
**Subject:** Strycker Superintendent Contract.doc

All,  
How's this?

AG

Sent from my iPhone  
?