



**Paula A. Vanderford, Ph.D.**  
Chief Accountability Officer  
**Jo Ann Malone, Ed.D.**  
Executive Director, Office of Accreditation

August 28, 2018

Dr. Cherie Labat, Superintendent  
Columbus Municipal School District  
P. O. Box 1308  
Columbus, MS 39703

Re: Lowndes County School District

Dear Dr. Labat,

The Office of Accreditation has received your complaint expressing concerns about Lowndes County School District. We appreciate your sharing your concerns. We realize that you want the best for all the children in the Columbus Municipal School District as well as the Lowndes County School District.

We will look into the matter and determine if further action should be taken by any other divisions of the MS Department of Education. We will contact you if further information is needed. Additionally, your complaint will be kept on file in the district's records.

Thank you for your willingness to be involved in the education of the young people of our state.

Regards,

Jo Ann Malone, Ed.D.  
Executive Director  
Office of Accreditation

CC: Dr. Paula Vanderford

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# Columbus Municipal School District

**Cherie Labat, Ph.D.**

**Superintendent**

2630 McArthur Drive P. O. Box 1308  
Columbus, Mississippi 39703

Office: 662-241-7400

Fax: 662-241-7457

To: Jo Ann Malone, Ph.D.  
Executive Director, Office of Accreditation  
Mississippi Department of Education

From: Cherie A. Labat, Ph.D.  
Superintendent, Columbus Municipal School District

Date: August 29, 2018

Re: Formal Complaint



This letter serves as a formal complaint regarding recent attempts of the Lowndes County School District (LCSD) to secure the enrollment of students that live with the boundaries of the Columbus Municipal School District (CMSD). On several occasions the Lowndes County School District Superintendent, Mr. Lynn Wright, and school board attorney, Jeff Smith, have formally asked or requested students to be transferred from the CMSD to the Lowndes County School District based on Columbus Municipal School District's current accountability rating, state statute and through other measures that may be unethical, illegal or in violation of accreditation standards. We believe process standard 6.1 may have been violated. The information below will outline the dates and evidence of the allegations against the Lowndes County School District.

1. 4/19/18 The Superintendent and school board attorney made a formal request via email to the CMSD school board attorney to allow students from the Palmer Home for Children (Palmer Home), which is a private orphanage, that is located in the city limits of Columbus, MS, within the boundary of the CMSD to transfer from the CMSD to the Lowndes County School. In a April 19, 2018, email from Superintendent Wright to CMSD school board attorney David Dunn, which was copied to LCSD school board attorney Jeff Smith, Mr. Wright sent to Mr. Dunn a proposed agreement between the LCSD and CMSD that would preapprove the transfer of all Palmer Home students from the CMSD to the LCSD. The entire email thread beginning with the Wright to Dunn email of 4/19/2018, Mr. Dunn's email to Mr. Smith of Sims and Sims, Mr. Smith's reply to Mr. Dunn of 4/20/2018, Mr. Dunn's response to Mr. Smith of 4/20/2018, Mr. Wright's email to Mr. Dunn of 4/25/2018, and CMSD Deputy Superintendent Craig Shannon's email of this email thread to Dr. Labat of August 22, 2018, is attached. (Exhibit A)

2. 5/14/18 The proposed agreement between the CMSD and LCSD, which was attached to Mr. Wright's 4/19/2018 email, was not legal, because it would allow for the transfer of Palmer Home students from the CMSD to the LCSD without complying with MS Code 1972 Section 37-15-31. This agreement was not brought to the school board for approval. (Exhibit B)
3. 6/14/18 Lynn Wright left a message for Dr. Labat during her first week as CMSD Superintendent to discuss the release of the Palmer Home students.
4. 8/6/18 A parent, who resides outside of the city limits of Columbus, MS, but within the CMSD added territory, Mr. Jeremy Phillips, met with Dr. Labat to discuss the release of his child from the Columbus Municipal School District. Dr. Labat denied the request, and the parent requested a formal meeting with the school board. The parent told the superintendent that if his child were not released by the CMSD he would continue with his efforts to obtain the required signatures to a petition for the consolidation of his neighborhood of the CMSD into the LCSD.
5. 8/7/18 Mr. Phillips went to the private business of CMSD Trustee and Columbus Municipal School Board (CMSB) President Jason Spears to discuss the release of his student from the Columbus Municipal School District. The parent informed him that he was sent by board attorney/MS State Representative Jeff Smith to discuss the matter. Mr. Spears refused to discuss any district related business with the parent. (Exhibit C)
6. 8/8/18 Mr. Phillip's filed a CMSD Agenda Request Form dated July 12, 2018, requesting to appear before the CMSB to discuss in executive session the transfer of his child from the CMSD to the LCSD. Mr. Phillips also presented a form that he or someone other than the CMSD created entitled Student Release Form in which he formally requested that his child be given permission to attend the LCSD based on MS Code 1972 Section 37-15-31. In that form he set forth his reasons for his request. Mr. Phillips appeared before the CMSB Trustees on August 8, 2018, in executive session and announced to the meeting that the CMSB did not have a trustee that resides within the added territory of the CMSD, and therefore according to Mississippi Code 1972 37-15-31 (5) the CMSB must allow his child to transfer from the CMSD to the LCSD. (Exhibit D)
7. 8/13/18 At a meeting of the Board of Trustees of the CMSD, the CMSB passed a resolution confirming that Columbus Municipal School District School Board Trustee Telisa C. Young in fact resides in the added territory of the CMSD and therefore Section 37-15-31 (5) of the Mississippi Code of 1972, annotated does not apply. (Exhibit D)
8. We have received numerous complaints of students, who are attending school in the Lowndes County School District, but live within boundary of the Columbus Municipal School District. The list attached identifies students by MSIS numbers that attend the Lowndes County School district but may reside within the boundary of the CMSD. (Exhibit E)

We request that the Mississippi Department of Education Office of Accreditation kindly look in these matters and determine if any student that should be attending the CMSD is in fact attending the Lowndes County School District. We believe that there may have been a deliberate and systematic effort by the LCSD to increase its enrollment by allowing students living within the CMSD school boundary to enroll in and attend the Lowndes County School District. The CMSD has continued to see a decline in its enrollment over the last four years. It is our hope that our fellow educators are abiding by rules, laws, standards and policies when enrolling students.

Respectfully,



Cherie Antoinette Labat, Ph.D.  
Superintendent  
Columbus Municipal School District

# Exhibit A

## Labat, Cherie

---

**From:** Shannon, Craig  
**Sent:** Wednesday, August 22, 2018 5:38 PM  
**To:** Labat, Cherie  
**Subject:** Fwd: Palmer Home Agreement

FYI

Sent from my iPhone

Begin forwarded message:

**From:** Lynn Wright <[Lynn.Wright@lowndes.k12.ms.us](mailto:Lynn.Wright@lowndes.k12.ms.us)>  
**Date:** April 25, 2018 at 10:00:33 AM CDT  
**To:** David Dunn <[wddunn@marketstreetlaw.com](mailto:wddunn@marketstreetlaw.com)>, 'Simsand Sims' <[simsandsims@yahoo.com](mailto:simsandsims@yahoo.com)>, "[shannonc@columbus.k12.ms.us](mailto:shannonc@columbus.k12.ms.us)" <[shannonc@columbus.k12.ms.us](mailto:shannonc@columbus.k12.ms.us)>  
**Cc:** "[chemphill@marketstreetlaw.com](mailto:chemphill@marketstreetlaw.com)" <[chemphill@marketstreetlaw.com](mailto:chemphill@marketstreetlaw.com)>, "'Kerri Herring'" <[kherring@marketstreetlaw.com](mailto:kherring@marketstreetlaw.com)>  
**Subject:** RE: RE: Palmer Home Agreement

I spoke with Mr. Shannon yesterday. Neither of us have any of the Palmer Home students enrolled now. Some have sponsors in both school districts, but the children reside at the Palmer Home. These children currently attend private or Christian Schools, or are enrolled in a Home School program.  
Thanks,

**From:** David Dunn <[wddunn@marketstreetlaw.com](mailto:wddunn@marketstreetlaw.com)>  
**Sent:** Friday, April 20, 2018 10:55 AM  
**To:** 'Simsand Sims' <[simsandsims@yahoo.com](mailto:simsandsims@yahoo.com)>; Lynn Wright <[Lynn.Wright@lowndes.k12.ms.us](mailto:Lynn.Wright@lowndes.k12.ms.us)>; [shannonc@columbus.k12.ms.us](mailto:shannonc@columbus.k12.ms.us)  
**Cc:** [chemphill@marketstreetlaw.com](mailto:chemphill@marketstreetlaw.com); 'Kerri Herring' <[kherring@marketstreetlaw.com](mailto:kherring@marketstreetlaw.com)>  
**Subject:** RE: RE: Palmer Home Agreement

I have discussed this with Mr. Spears and shared with him your draft of the agreement. He plans on presenting it to the trustees at their monthly meeting May 14<sup>th</sup>.

In all fairness you need to know that my advice to the school board is going to be to not enter into the agreement, because I believe doing so would be contrary to clear statutory law. David

W. David Dunn  
Attorney at Law  
Dunn & Hemphill, P.A.  
214 5<sup>th</sup> Street South  
P.O. Drawer 1426  
Columbus, MS 39703-1426  
(662) 327-4211 ext. 2  
(662) 328-3468/fax  
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**From:** Simsand Sims [<mailto:simsandsims@yahoo.com>]  
**Sent:** Friday, April 20, 2018 7:45 AM  
**To:** 'Lynn Wright'; [shannonc@columbus.k12.ms.us](mailto:shannonc@columbus.k12.ms.us); David Dunn  
**Cc:** [chemphill@marketstreetlaw.com](mailto:chemphill@marketstreetlaw.com)  
**Subject:** Re: RE: Palmer Home Agreement

Obviously, the districts would have to have a meeting of the minds, and that was hopefully expressed in the agreement. I concur the children's physical residences are in the City School District.

Further, the Mississippi Code is clear on such residences and their attendance zones.

I was hoping all concerned could see the exigency of the circumstances and approve this matter, subject to the Mississippi Departments of Education commenting and reviewing same..

Jeff Smith

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On Thursday, April 19, 2018 07:50:30 PM, David Dunn <[wddunn@marketstreetlaw.com](mailto:wddunn@marketstreetlaw.com)> wrote:

I have shared your request with the CMSB school board president, Jason Spears.

Maybe I'm not understanding the factual situation with Palmer Home children, but aren't all those children living within the CMSD, so the schools of their residence are in all cases city schools? If that is the case, we are not talking about students transferring from the county to the city schools only vice versa. What am I missing?

There are two separate questions at play. One is do the two school boards want these transfers to occur? Of course none of us can answer that questions.

Another question is: Would such an arrangement be legal? At this point I conclude that this arrangement would not be legal.

I have reviewed MS Code Sections 37-15-29 and 37-15-31. I'll summarize what I believe those statutes provide:

- Under MS Code Section 37-15-29 (1) Palmer Home children must enroll in and attend CMSD schools.
- Pursuant to MS Code Section 37-15-31 the guardian of a Palmer Home child can petition for transfer from the CMSD to the LCSD, but his/her guardian must petition both school boards pursuant to MS Code Section 37-15-31 (1)(a).
- That statute does not authorize two district to enter into an agreement that preapproves all transfers between districts.
- That statute clearly sets forth a procedure for the parent or guardian to petition the school district in which the student is enrolled and the school district to which the student seeks to transfer.
- It provides that by mutual consent of the two school boards a transfer can be made, but that consent must be given in writing and spread upon the minutes of such boards. The clear reading of that statute seems to me to require a student by student determination by each school district, which is the procedure that has been followed in the past

What am I missing? David



W. David Dunn

Attorney at Law

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[wddunn@marketstreetlaw.com](mailto:wddunn@marketstreetlaw.com)

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**From:** Lynn Wright [<mailto:Lynn.Wright@lowndes.k12.ms.us>]  
**Sent:** Thursday, April 19, 2018 3:31 PM  
**To:** David Dunn; [shannonc@columbus.k12.ms.us](mailto:shannonc@columbus.k12.ms.us)  
**Cc:** Sims and Sims  
**Subject:** FW: Palmer Home Agreement

Please see the attached proposal for your review and approval.

Thanks,

Lynn Wright

Superintendent, Lowndes County School District

*Train up a child in the way he should go: and when he is old, he will not depart from it. Proverbs 22:6*

# Exhibit B

**STATE OF MISSISSIPPI**

**COUNTY OF LOWNDES**

**MUTUAL AGREEMENT**

The Columbus Municipal School District, hereinafter referred to as "CITY", and the Lowndes County School District, hereinafter referred to as "COUNTY", mutually agree as follows, to-wit:

The children housed at the Palmer Home orphanage in the City of Columbus, Lowndes County, Mississippi, may attend any school of appropriate placement in either the CITY or COUNTY School Districts and it is deemed to be in the best interest of said minor child(ren) for this to be allowed.

Previously the two School Districts have done a similar type agreement with Columbus Air Force Base and it has worked to the tremendous advantage of the Columbus Air Force Base and has been helpful to both School Districts.

The Boards of the CITY and the COUNTY, at their respective board meetings, shall present this matter to said School Districts and upon receiving the majority consent of each School District, the Superintendent shall cause this matter to be sent and reviewed by the Mississippi Department of Education.

This agreement is given freely and voluntarily and shows the joint cooperation between the two School Districts.

This agreement shall be binding upon the parties, their heirs, assigns and personal representatives and shall not be amended unless reduced to writing and signed by both parties.

WITNESS OUR SIGNATURES, on this the \_\_\_\_\_ day \_\_\_\_\_

2018.

Columbus Municipal School District

Lowndes County School District

BY: \_\_\_\_\_  
Superintendent

BY: \_\_\_\_\_  
Superintendent

# Exhibit C

## Labat, Cherie

---

**From:** Spears, Jason  
**Sent:** Thursday, August 23, 2018 10:45 AM  
**To:** Labat, Cherie; wddunn@marketstreetlaw.com  
**Subject:** Details of parent stopping by my office

The information below is the account of details regarding an individual (parent) stopping by my business office on the afternoon of August 7, 2018:

The time of the meeting was around 4 pm in the afternoon.

I was on a phone call in my conference room.

My assistant, Paige, exits her office to greet a gentleman who has entered the office.

Paige enters the conference room as I am ending my call and informs me a Mr. Phillips is here to meet with me.

I walk into the lobby of the office and shake hands and greet Mr. Phillips.

Mr. Phillips stated he had a school related issue he wanted to discuss with me regarding his daughter. He stated "Representative Jeff Smith and he had discussed the matter and was told by Jeff Smith to stop by my office and talk with me".

I stated to Mr. Phillips I have a policy I have always upheld since being a part of the school board not to discuss any personnel, student, or other matters which may be brought before the board. My reason, I explained to him, is if I have information before it is discussed with the entire board I will have to disclose it and recuse myself from the discussion.

He said he "understood my position and was fine with it, but just had a couple of general questions".

He stated "he lived in north of town. His daughter had been attending Victory Christian until this school year and they decided to home school her".

He asked "do any of the board members live outside the city?".

I replied I know four of the trustees, including myself, live inside the city, but was unsure where Trustee Young lived.

He said "he understood the separate school district did not have a representative".

I stated at one time a board member of the CMSB was elected, but it has been since the 1990s when there was an elected member on the board from my understanding. When the City of Columbus annexed parts of north Columbus the population in the separate school district dropped below the fifteen percent threshold and has never increase to it. I stated now the City Council appoints all the CMSB trustees.

He stated "he was hoping his daughter would be able to attend the county schools".

I reiterated my point I do not discuss the matters except with the entire board.

We shook hands and he left my office.

Two other details:

First, the discussion occurred entirely in the lobby of the office. Both assistants, Bethany and Paige were present while the meeting took place. Secondly, I disclosed to the Board the details of the meeting and Mr. Phillips verified to the Board he indeed stopped by and I did not get into any details about his formal request.

Forward to prosperity,

Jason D. Spears  
President  
Columbus Municipal School District  
Board of Trustees

# Exhibit D



**Miss. Code Ann. § 37-15-31**

**Copy Citation**

Current through the 2017 Regular and 1st Extraordinary Sessions

Mississippi Code of 1972 Annotated TITLE 37. EDUCATION CHAPTER 15. PUBLIC SCHOOLS; RECORDS, ENROLLMENT AND TRANSFER OF PUPILS

**§ 37-15-31. Transfer of students between school districts generally**

**(1)** (a) Except as provided in subsections (2) through (5) of this section, upon the petition in writing of a parent or guardian resident of the school district of an individual student filed or lodged with the president or secretary of the school board of a school district in which the pupil has been enrolled or is qualified to be enrolled as a student under Section 37-15-9, or upon the aforesaid petition or the initiative of the school board of a school district as to the transfer of a grade or grades, individual students living in one school district or a grade or grades of a school within the districts may be legally transferred to another school district, by the mutual consent of the school boards of all school districts concerned, which consent must be given in writing and spread upon the minutes of such boards.

**(b)** The school board of the transferring school district to which such petition may be addressed shall act thereon not later than its next regular meeting subsequent to the filing or lodging of the petition, and a failure to act within that time shall constitute a rejection of such request. The school board of the other school district involved (the transferee board) shall act on such request for transfer as soon as possible after the transferor board shall have approved or rejected such transfer and no later than the next regular meeting of the transferee board, and a failure of such transferee board to act within such time shall constitute a rejection of such request. If such a transfer is approved by the transferee board, then such decision shall be final. If such a transfer should be refused by the school board of either school district, then such decision shall be final.

**(c)** Any legal guardianship formed for the purpose of establishing residency for school district attendance purposes shall not be recognized by the affected school board.

**(2)** (a) Upon the petition in writing of any parent or guardian who is a resident of Mississippi and is an instructional or licensed employee of a school district, but not a resident of such district, the school board

of the employer school district shall consent to the transfer of such employee's dependent school-age children to its district and shall spread the same upon the minutes of the board. Upon the petition in writing of any parent or guardian who is not a resident of Mississippi and who is an instructional or licensed employee of a school district in Mississippi, the school board of the employer school district shall consent to the transfer of such employee's dependent school-age children to its district and shall spread the same upon the minutes of the board.

**(b)** The school board of any school district, in its discretion, may adopt a uniform policy to allow the enrollment and attendance of the dependent children of noninstructional and nonlicensed employees, who are residents of Mississippi but are not residents of their district. Such policy shall be based upon the employment needs of the district, implemented according to job classification groups and renewed each school year.

**(c)** The employer transferee school district shall notify in writing the school district from which the pupil or pupils are transferring, and the school board of the transferor school district shall spread the same upon its minutes.

**(d)** Any such agreement by school boards for the legal transfer of a student shall include a provision providing for the transportation of the student. In the absence of such a provision the responsibility for transporting the student to the transferee school district shall be that of the parent or guardian.

**(e)** Any school district which accepts a student under the provisions of this subsection shall not assess any tuition fees upon such transferring student in accordance with the provisions of Section 37-19-27.

**(3)** Upon the petition in writing of any parent or legal guardian of a school-age child who is a resident of an adjacent school district residing in the geographical situation described in Section 37-15-29(3), the school board of the school district operating the school located in closer proximity to the residence of the child shall consent to the transfer of the child to its district, and shall spread the same upon the minutes of the board. Any such agreement by school boards for the legal transfer of a student under this subsection shall include a provision for the transportation of the student by either the transferor or the transferee school district. In the event that either the school board of the transferee or the transferor school district shall object to the transfer, it shall have the right to appeal to the State Board of Education whose decision shall be final. However, if the school boards agreeing on the legal transfer of any student shall fail to agree on which district shall provide transportation, the responsibility for transporting the student to the transferee school district shall be that of the parent or guardian.

**(4)** Upon the petition in writing of any parent or legal guardian of a school-age child who was lawfully transferred to another school district prior to July 1, 1992, as described in Section 37-15-29(4), the school board of the transferee school district shall consent to the transfer of such child and the transfer of any school-age brother and sister of such child to its district, and shall spread the same upon the minutes of the board.

**(5)** (a) If the board of trustees of a municipal separate school district with added territory does not have a member who is a resident of the added territory outside the corporate limits, upon the petition in writing of any parent or legal guardian of a school-age child who is a resident of the added territory outside the corporate limits, the board of trustees of the municipal separate school district and the school

board of the school district adjacent to the added territory shall consent to the transfer of the child from the municipal separate school district to the adjacent school district. The agreement must be spread upon the minutes of the board of trustees of the municipal separate school district and the school board of the adjacent school district. The agreement must provide for the transportation of the student. In the absence of such a provision, the parent or legal guardian shall be responsible for transporting the student to the adjacent school district. Any school district that accepts a student under this subsection may not assess any tuition fees against the transferring student.

**(b)** Before September 1 of each year, the board of trustees of the municipal separate school district shall certify to the State Department of Education the number of students in the added territory of the municipal separate school district who are transferred to the adjacent school district under this subsection. The municipal separate school district also shall certify the total number of students in the school district residing in the added territory plus the number of those students who are transferred to the adjacent school district. Based upon these figures, the department shall calculate the percentage of the total number of students in the added territory who are transferred to the adjacent school district and shall certify this percentage to the levying authority for the municipal separate school district. The levying authority shall remit to the school board of the adjacent school district, from the proceeds of the ad valorem taxes collected for the support of the municipal separate school district from the added territory of the municipal separate school district, an amount equal to the percentage of the total number of students in the added territory who are transferred to the adjacent school district. SOURCES: Codes, 1942, § 6248-07; Laws, 1953, Ex Sess, ch. 14, § 7; Laws, 1954, Ex Sess, ch. 25, §§ 1, 2 (Para. Para. 1, 2); Laws, 1960, ch. 296, §§ 1, 2; Laws, 1962, ch. 357, § 1; Laws, 1986, ch. 492, § 96; Laws, 1987, ch. 307, § 16; Laws, 1988, ch. 466, § 1; Laws, 1989, ch. 508, § 2; Laws, 1990, ch. 565, § 2; Laws, 1991, ch. 349, § 2; Laws, 1992, ch. 410, § 2; Laws, 1993, ch. 602, § 3; Laws, 1994, ch. 597, § 1; Laws, 1994, ch. 607, § 21; Laws, 2001, ch. 454, § 1, eff from and after July 1, 2001.

MISSISSIPPI CODE of 1972 ANNOTATED

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# Exhibit E

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