Gateway University committed several material violations of the Tennessee Code Annotated, their contract, and their application. Below, you will find a listing of the cited infractions followed by the law that were violated and the specific terms of the contract or application that were breached.

These infractions constitute part of the rationale for recommending closure of Gateway University at the end of the 2018-2019 school year.

- **Gateway University had a non-functioning governing board that did not hold legitimate meetings during the 2017-2018 school year**

  - *Tennessee Code Annotated § 49-13-111(o) and Gateway Contract § 5(c)(viii)* states, “The governing body shall conduct at least one (1) annual board training course and shall provide documentation of such training to the chartering authority. The training course shall be certified by the Tennessee Charter Schools Association.”

  - *Gateway Charter Application (page 192)* states, “The number of Directors of the Gateway University Schools of Applied Sciences shall be not less than 5 or more than 15” and, further, (page 100) the board “will expand to 11-13 seats upon approval of the charter contract.”

  - *Gateway Contract § 7(h)(ii)(5)* states, “CHARTER SCHOOL shall submit to AUTHORIZER by the fifteenth (15th) day of the month following the month in which any of the following that occur: Lists and contact information of any individuals leaving or joining GOVERNING BOARD.”

- **Grades were awarded in two classes – Academic Seminar and Geometry – in which students did not receive instruction**

  - *Gateway Contract Recital(b)* states, “SPONSOR has set forth in the application each of the following provisions which shall governing and be binding upon CHARTER SCHOOL with respect to the establishment and operation of CHARTER SCHOOL: A proposed academic plan, including the instructional goals and methods for each grade level the CHARTER SCHOOL will serve, which include, at a minimum, teaching and classroom instruction methods that will be
used to provide students with knowledge, proficiency and skills needed to reach the goals of CHARTER SCHOOL.”

- *Gateway Contract § 7(c)* states, “the instructional methods used at CHARTER SCHOOL shall be consistent with the Application, this Agreement, and the FRAMEWORK, and any reports submitted under the terms of this Agreement.”

- *Gateway Charter Application (page 39)* states, “Gateway University teachers will implement various instructional strategies and methods in order to ensure that high-quality instruction is occurring in each class. Gateway’s core instructional strategies and methods will include direct instruction, problem- and project-based learning, blended learning, small group instruction, and individualized instructional support.”

- *Gateway Contract § 7(h)(iii)(b)(3)* states, “All student and teacher data shall be entered in the AUTHORIZER’S student management information system, (currently PowerSchool), and that the AUTHORIZER’S student management information system shall be the official source of record keeping for CHARTER SCHOOL”

- *Gateway University relied on uncertified teachers, particularly in English and World History & Geography*

- *Gateway Contract § 7(o)* states, “CHARTER SCHOOL shall employ or otherwise utilize in instructional positions and shall require that its subcontractors, if any, employ or otherwise utilize in instructional positions only those individuals who are licensed teachers, as defined by the Act, or who otherwise meet the minimum requirements for licensure as defined by the State Board of Education.”

- *Tennessee Code Annotated § 49-13-111(i)* states, “All teachers in a public charter school must have a current valid Tennessee teaching license or meet the minimum requirement for licensure as defined by the state board of education.”

- *Gateway Contract § 7(o)(3)* states, “CHARTER SCHOOL [must] recruit candidates who are highly qualified and hire teachers who are highly qualified at the time of hire to teach in the core subject areas of math, science, art, music, world language, history, government, geography, economics, civics, English language, arts and reading”

- *Gateway Contract § 7(o)(7)* states, “CHARTER SCHOOL must make sure that teachers only teach in the areas in which they are certified to teach or have been designated highly qualified to teach outside their endorsement area in accordance with what is permitted under federal and state law.”
3 – Violations of Gateway University Supporting Closure Recommendation

- Gateway Contract § 7(o) states, “All applicants for employment with CHARTER SCHOOL who intend to provide services for CHARTER SCHOOL shall be required to submit employment applications. All current and prospective employees of CHARTER SCHOOL who have direct, ongoing contact with children at CHARTER SCHOOL within the scope of such individual’s employment . . . shall be subject to state and local criminal background checks to the fullest extent permitted under applicable law after obtaining any necessary consents from such individual(s) who are subject to criminal background checks.”

- An employee did not clear a background check, but was nevertheless employed by Gateway University