

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
CSSI NON-PROFIT EDUCATIONAL BROADCASTING CORPORATION	)	File No.: EB-08-IH-1459
	)	NAL/Acct. No.: 201332080017
	)	FRN No.: 0005813795
Licensee of Noncommercial Educational FM Stations KYQX(FM), Weatherford, Texas, KMQX(FM), Weatherford, Texas, KEQX(FM), Stephenville, Texas, KQXS(FM), Stephenville, Texas, KSQX(FM), Springtown, Texas, and KQXE(FM), Eastland, Texas	)	Facility ID No.: 62040
	)	Facility ID No.: 89176
	)	Facility ID No.: 89619
	)	Facility ID No.: 89698
	)	Facility ID No.: 62041
	)	Facility ID No.: 89692

ORDER

Adopted: September 30, 2013

Released: September 30, 2013

By the Acting Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau (Bureau) and CSSI Non-Profit Educational Broadcasting Corporation, Inc., licensee of the above-captioned Stations (CSSI). The Consent Decree terminates the Bureau's investigation of CSSI for possible violations of a *2007 Consent Decree*,¹ Section 399B of the Communications Act of 1934, as amended,² and Sections 73.503 and 73.3527 of the Commission's rules,³ by broadcasting prohibited advertisements over Station KYQX(FM), Weatherford, Texas and by failing to make available and maintain complete public inspection files for its captioned Stations.

2. The Bureau and CSSI have negotiated the terms of the Consent Decree that resolves this matter, including a detailed, three-year compliance plan requirement. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest will be served by adopting the Consent Decree and terminating the investigation.

4. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether CSSI possesses the basic

¹ *CSSI Non-Profit Educational Broadcasting Corporation, Order and Consent Decree*, 22 FCC Rcd 3314 (Enf. Bur. 2007) (*2007 Consent Decree*).

² 47 U.S.C. § 399b.

³ 47 C.F.R. §§ 73.503(d), 73.3527.

qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Communications Act of 1934, as amended,⁴ and Sections 0.111 and 0.311 of the Rules,⁵ the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation, as to the Stations and/or CSSI, **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that any third-party complaints and allegations against the Stations and/or CSSI related to the above-captioned investigation that are pending before the Bureau as of the date of this Consent Decree **ARE DISMISSED**.

8. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by both First Class U.S. Mail and Certified Mail, Return Receipt Requested, to Charles H. Beard, President, and Melinda Beard, Secretary, CSSI Non-Profit Educational Broadcasting Corporation, 905 Palo Pinto Street, Weatherford, Texas 76086; and to CSSI's counsel, Lee G. Petro, Esquire, Drinker Biddle & Reath LLP, 1500 K Street, N.W., Washington, D.C. 20005-1209. A copy of this Order and Consent Decree also shall be sent by First Class Mail to complainant's counsel, Erwin G. Krasnow, Esquire, Garvey Schubert Barer, 1000 Potomac Street, N.W., Fifth Floor, Washington, D.C. 20007.

FEDERAL COMMUNICATIONS COMMISSION

Robert H. Ratcliffe
Acting Chief, Enforcement Bureau

⁴ See 47 U.S.C. §§ 154(i), 154(j), 503(b).

⁵ See 47 C.F.R. §§ 0.111, 0.311.

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CSSI NON-PROFIT EDUCATIONAL BROADCASTING CORPORATION)	File No.: EB-08-IH-1459
	)	NAL/Acct. No.: 201332080017
	)	FRN No.: 0005813795
Licensee of Noncommercial Educational FM)	
Stations KYQX(FM), Weatherford, Texas,	)	Facility ID No.: 62040
KMQX(FM), Weatherford, Texas,	)	Facility ID No.: 89176
KEQX(FM), Stephenville, Texas,	)	Facility ID No.: 89619
KQXS(FM), Stephenville, Texas,	)	Facility ID No.: 89698
KSQX(FM), Springtown, Texas, and	)	Facility ID No.: 62041
KQXE(FM), Eastland, Texas	)	Facility ID No.: 89692

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and CSSI Non-Profit Educational Broadcasting Corporation (CSSI), by their authorized representatives, enter into this Consent Decree for the purpose of terminating the Bureau's investigation into whether CSSI violated a 2007 *Consent Decree*,¹ Section 399B of the Communications Act of 1934, as amended,² and Sections 73.503 and 73.3527 of the Commission's rules,³ by broadcasting prohibited advertisements over Station KYQX(FM), Weatherford, Texas and by failing to make available and maintain complete public inspection files for its captioned stations.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
 - (b) "Adopting Order" means an Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - (d) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.

¹ *CSSI Non-Profit Educational Broadcasting Corporation*, Order and Consent Decree, 22 FCC Rcd 3314 (Enf. Bur. 2007) (2007 *Consent Decree*).

² 47 U.S.C. § 399b.

³ 47 C.F.R. §§ 73.503(d), 73.3527.

- (e) “Communications Laws” mean, collectively, the Act, the Rules, and published and promulgated orders and decisions of the Commission to which Licensee is subject by virtue of being a Commission licensee, including, but not limited to Sections 73.503(d) and 73.3527 of the Commission’s rules.
- (f) “Compliance Officer” means the individual designated in Paragraph 11 of this Consent Decree as the person responsible for administration of the Compliance Plan.
- (g) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at Paragraph 12.
- (h) “Compliance Report” or “Compliance Reports” means the report(s) described in this Consent Decree at Paragraph 14.
- (i) “Complaint” means the third-party complaint⁴ received by, or in the possession of, the Commission or Bureau, as of the Effective Date, alleging violations of the Underwriting Laws and Public File Rule by the above-captioned stations.
- (j) “2007 Consent Decree” means the *Order and Consent Decree* entered into by the Enforcement Bureau and CSSI Non-Profit Educational Broadcasting Corporation, Licensee of Noncommercial Educational Stations KSQX(FM), Springtown, Texas, KMQX(FM), Weatherford, Texas, and KYQX(FM), Weatherford, Texas, on February 15, 2007.⁵
- (k) “Covered Employee” means all employees and agents of Licensee who perform, or supervise, oversee, or manage the performance of, duties related to Licensee’s responsibilities under the Public File Rule and/or the Underwriting Laws, including but not limited to, any Licensee employees with on-air duties or programming responsibilities.
- (l) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (m) “Investigation” means the investigation commenced by the Bureau’s October 28, 2009⁶ and May 6, 2010 Letters of Inquiry⁷ regarding whether Licensee violated the Underwriting Laws in connection with its operation of Station KYQX(FM) on various

⁴ Complaint of Graham Newspapers, Inc. (Jun. 13, 2008) (on file in EB-08-IH-1459). At the time that the Complaint was filed, Graham was the licensee of Stations KSWA(AM) and KWKQ(FM), Graham, Texas, and Stations KLXX(FM) and KROO(AM), Breckenridge, Texas. The licenses for these stations were subsequently assigned to a liquidating trust in connection with the bankruptcy of Graham’s parent company, Affiliated Media, Inc., File Nos. BAL-20100127ADA and BALH-20100127ADB, granted Feb. 24, 2010 and consummated Mar. 17, 2010.

⁵ See *supra* note 1.

⁶ Letter from Kenneth M. Scheibel, Jr., Assistant Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to CSSI Non-Profit Educational Broadcasting Corporation (Oct. 28, 2009) (on file in EB-08-IH-1459).

⁷ Letter from Anjali K. Singh, Acting Assistant Division Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to CSSI Non-Profit Educational Broadcasting Corporation (May 6, 2011) (on file in EB-08-IH-1459).

dates from December 1, 2007, through May 6, 2010, and Licensee's compliance with the Public File Rule on various dates in 2008.

- (n) "Licensee" means CSSI Non-Profit Educational Broadcasting Corporation.
- (o) "NAL" means the *Notice of Apparent Liability for Forfeiture* issued by the Chief, Investigations and Hearings Division, to CSSI Non-Profit Educational Broadcasting Corporation, on March 25, 2013.⁸
- (p) "Operating Procedures" means the standard, internal operating procedures and compliance policies established by Licensee to implement the Compliance Plan.
- (q) "Parties" means Licensee and the Bureau, and each of which is a "Party."
- (r) "Public File Rule" means Section 73.3527 of the Rules.
- (s) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.
- (t) "Stations" means noncommercial educational radio Stations KYQX(FM), Weatherford, Texas, Facility ID No. 62040, KMQX(FM), Weatherford, Texas, Facility ID No. 89176, Station KEQX(FM), Stephenville, Texas, Facility ID No. 89619, KQXS(FM), Stephenville, Texas, Facility ID No. 89698, KSQX(FM), Springtown, Texas, Facility ID No. 62041, and KQXE(FM), Eastland, Texas, Facility ID No. 89692.
- (u) "Underwriting Laws" means 47 U.S.C. § 399b and 47 C.F.R. § 73.503(d).

II. BACKGROUND

3. The Underwriting Laws define advertisements as program material broadcast "in exchange for any remuneration" and intended to "promote any service, facility, or product," of for-profit entities.⁹ Section 399B(b)(2) specifically provides that noncommercial educational stations may not broadcast advertisements.¹⁰ Although contributors of funds to such stations may receive on-air acknowledgements of their support, the Commission has held that such acknowledgements may be made for identification purposes only, and should not promote the contributors' products, services, or businesses.¹¹ Specifically, such announcements may not contain comparative or qualitative descriptions, price information, calls to action, or inducements to buy, sell, rent, or lease.¹² At the same time, however, the Commission has acknowledged that it is at times difficult to distinguish between language that promotes versus that which merely identifies the underwriter and is consistent with the Underwriting

⁸ *CSSI Non-Profit Educational Broadcasting Corporation*, Notice of Apparent Liability for Forfeiture, 28 FCC Rcd 3087 (Enf. Bur. 2013) (*NAL*).

⁹ 47 U.S.C. § 399b(a).

¹⁰ 47 U.S.C. § 399b(b)(2).

¹¹ *See Commission Policy Concerning the Noncommercial Nature of Educational Broadcasting Stations*, Public Notice (1986), republished, 7 FCC Rcd 827 (1992) (1986 Public Notice).

¹² *See id.*

Laws and decisions establishing compliant underwriting announcements.¹³ Consequently, the Commission expects licensees to exercise reasonable “good faith” judgment in this area, and affords some latitude to the judgments of licensees who do so.¹⁴ With regard to the Public File Rule, licensees must maintain files of documents specified by Commission rules and must make such files available for public inspection at any time during regular business hours.¹⁵

4. The Commission received a Complaint alleging, among other things, that CSSI violated the Underwriting Laws and the terms of the *2007 Consent Decree* by airing a number of announcements on Station KYQX(FM) on March 12 and 13, 2008, that constituted advertisements. In addition, the Complaint alleged that CSSI failed to adhere to the *2007 Consent Decree*'s Compliance Plan requirements.¹⁶ The Complaint also alleged that CSSI violated its Public Inspection File obligations on June 6, 2008, by failing to make available the Stations' six public files and to maintain in such files all documents as specified by Commission rules.¹⁷ In response, the Bureau issued Letters of Inquiry directing CSSI to submit, among other things, sworn written statements relating to its compliance with the Underwriting Laws, the Public File Rule, and the *2007 Consent Decree*.¹⁸

5. CSSI responded on December 7, 2009, and June 11, 2010.¹⁹ In general, CSSI admits that it broadcast certain complained-of underwriting announcements over Station KYQX(FM) between March 1, 2008, and April 30, 2010, and provided recordings and/or confirmed the accuracy of transcripts of the complained-of announcements submitted with the Complaint.²⁰ CSSI argues, however, that the complained-of underwriting announcements did not violate the Underwriting Laws and that it did not violate the terms of the *2007 Consent Decree*. CSSI also contends that on June 6, 2008, it did not deny access to the Stations' public files, and that the public files contained all required documents.²¹

6. After conducting a comprehensive review and analysis of the record, the Bureau issued an *NAL* to CSSI, finding it apparently liable for the willful violation of the Public File Rule based on its failure to make available the Stations' public inspection files on June 6, 2008.²² The *NAL* also specifically noted that the Bureau would address in a separate item the underwriting allegations, because

¹³ See *Xavier University*, Memorandum Opinion and Order, 5 FCC Rcd 4920, 4921, para. 6 (1990) (citing 1986 Public Notice).

¹⁴ See *id.*

¹⁵ 47 C.F.R. §§ 73.3527(a)(2), 73.3527(e), 73.3527(c)(1).

¹⁶ See *Complaint*.

¹⁷ See *id.*

¹⁸ See *supra* notes 6 & 7.

¹⁹ Letter from Charles H. Beard, President, CSSI Non-Profit Educational Broadcasting Corporation to Marlene H. Dortch, Secretary, Federal Communications Commission (Dec. 7, 2009) (on file in EB-08-IH-1459); Erratum from Charles H. Beard, President, CSSI Non-Profit Educational Broadcasting Corporation to Marlene H. Dortch, Secretary, Federal Communications Commission (Dec. 11, 2009) (on file in EB-08-IH-1459); Letter from Charles H. Beard, President, CSSI Non-Profit Educational Broadcasting Corporation to Marlene H. Dortch, Secretary, Federal Communications Commission (June 11, 2010) (on file in EB-08-IH-1459) (LOI Responses).

²⁰ LOI Responses.

²¹ *Id.*

²² *NAL*, 28 FCC Rcd at 3087.

those allegations concerned only Station KYQX(FM).²³ Thereafter, the Parties agreed to enter this Consent Decree.

III. TERMS OF AGREEMENT

7. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

8. **Jurisdiction.** Licensee agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

9. **Effective Date; Violations; Termination of 2007 Consent Decree.** The Parties agree that on the Effective Date as defined herein, this Consent Decree shall become effective and the *2007 Consent Decree* shall terminate. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

10. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for terminating the Investigation, Licensee agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of material new evidence, the Bureau will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against Licensee concerning the matters that were the subject of the Investigation. The Bureau also agrees that it will not, in the absence of material new evidence, use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against Licensee with respect to Licensee's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Licensee shall designate an individual to serve as its Compliance Officer, who shall be responsible for administering the Compliance Plan. The Compliance Officer, if not an FCC regulatory counsel or in-house counsel, shall be a senior corporate manager with the requisite corporate and organizational authority to serve as its Compliance Officer. The Compliance Officer, if not an FCC regulatory counsel or in-house counsel, shall consult and be assisted by outside regulatory counsel and shall be responsible for developing, implementing, and administering a company-wide Compliance Plan and ensuring that Licensee complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to possessing the general knowledge of the Act and the Rules necessary to discharge his/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Underwriting Laws and Public File Rule before assuming his/her duties.

²³ *Id.* at 3087 n. 3.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, Licensee agrees that it shall, within sixty (60) calendar days of the Effective Date, implement a company-wide Compliance Plan designed to prevent the broadcast of material in violation of the Underwriting Laws and ensure future compliance with the Public File Rule, the Communications Laws, and the terms and conditions of this Consent Decree. The Compliance Plan shall include, at a minimum, the following components:

- a. **Consultation with Counsel.** If the Compliance Officer is not an FCC regulatory counsel or in-house counsel, Licensee shall consult with outside FCC regulatory counsel regarding Licensee's overall compliance with the Underwriting Laws and Public File Rule. Such consultations shall occur on a biannual basis, if not more frequently.
- b. **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, Licensee shall establish Operating Procedures that all Covered Employees must follow to help ensure Licensee's compliance with the Communications Laws, including the Underwriting Laws and the Public File Rule. Licensee's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Licensee complies with the Underwriting Laws and the Public File Rule. Licensee shall use a multi-level review procedure for underwriting content to be aired on the Stations. The Compliance Officer, or a management-level employee of Licensee directly supervised by the Compliance Officer, shall review all scripts of underwriting announcements prior to broadcast. Licensee shall develop an Underwriting Compliance Checklist that describes the steps that a Covered Employee must follow to ensure that all material approved for broadcast is consistent with relevant past Commission precedent regarding the Underwriting Laws. Licensee also shall develop a Public Inspection File Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Public File Rule. At a minimum, the Public Inspection File Compliance Checklist shall require Covered Employees to ensure that public inspection files of Licensee's stations are available for inspection at any time during regular business hours and contain all documents required by the Public File Rule.
- c. **Compliance Manual.** Within sixty (60) calendar days of the Effective Date, Licensee shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Public File Rule and the Underwriting Laws and set forth the Operating Procedures that the Covered Employees shall follow to help ensure Licensee's compliance with the Communications Laws, including the Underwriting Laws and the Public File Rule. Licensee shall periodically review and revise the Compliance Manual as necessary to ensure the information set forth therein remains current and complete. Licensee shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- d. **Compliance Training Program.** Within ninety (90) calendar days of the Effective Date, Licensee shall train any Covered Employee on the Operating Procedures, as well as acceptable underwriting content that complies with the Underwriting Laws, and compliance with the Public File Rule. Licensee also shall train any new Covered Employee, within thirty (30) days of that employee's becoming a Covered Employee, on the Operating Procedures, as well as acceptable underwriting content that complies with the Underwriting Laws, and compliance with the Public File Rule. As part of such training, Covered Employees shall be advised of Licensee's obligation to report any noncompliance with the Underwriting Laws and Public File Rule under Paragraph 13 of this Consent Decree and shall be instructed on how to disclose noncompliance to the

Compliance Officer. In addition, Licensee shall conduct annual training regarding existing guidelines and, where applicable, pertinent changes to the Underwriting Laws and Public File Rule. Licensee shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

- e. **Compliance Education Program.** Licensee shall implement and maintain a plan to educate prospective underwriters about appropriate underwriting content and about how Licensee incorporates such underwriting content in the announcements that it prepares for underwriter approval and eventual broadcast over the Stations. To that end, Licensee shall summarize the Underwriting Laws for each prospective client before accepting any contract with a prospective client to air underwriting announcements over any of the Stations, and shall prepare the underwriting announcement for the underwriter's review. Licensee shall not broadcast over any Station any announcement that does not comply with the Underwriting Rules.

13. **Reporting Noncompliance.** Licensee shall report any instance of noncompliance with the Underwriting Laws and Public File Rule as reflected in the Communications Laws, relevant past Commission precedent and with the terms and conditions of this Consent Decree within thirty (30) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Licensee has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Licensee has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, Dana E. Leavitt at Dana.Leavitt@fcc.gov, and Melanie Godschall at Melanie.Godschall@fcc.gov.

14. **Compliance Reports.** Licensee shall file Compliance Reports with the Commission ninety (90) days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- a. Each Compliance Report shall include a detailed description of Licensee's efforts during the relevant period to comply with the terms and conditions of this Consent Decree, the Underwriting Laws, and the Public File Rule. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent and on behalf of Licensee, stating that the Compliance Officer has personal knowledge that Licensee (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan, intended to ensure compliance with the terms and conditions of this Consent Decree, the Underwriting Laws, and the Public File Rule consistent with relevant past Commission precedent; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in Paragraph 13 hereof, the Underwriting Laws, and the Public File Rule.

- b. The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with Section 1.16 of the Rules²⁴ and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
- c. If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent and on behalf of Licensee, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance with this Consent Decree, the Underwriting Laws, and the Public File Rule; and (ii) the steps that Licensee has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Licensee has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- d. All Compliance Reports shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, Dana E. Leavitt at Dana.Leavitt@fcc.gov, and Melanie Godschall at Melanie.Godschall@fcc.gov.
15. **Termination Date.** Unless stated otherwise, the requirements set forth in Paragraphs 11 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.
16. **Underwriting and Public Inspection File Complaints; Subsequent Investigations.** Except as set forth in Paragraph 10 of this Consent Decree, nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to the Underwriting Laws and the Public File Rule against Licensee or its affiliates for alleged violations of the Act or the Commission's rules or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaints will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Licensee with the Act or the Rules.
17. **Voluntary Contribution.** Licensee has provided sufficient evidence of financial hardship and agrees that it shall make a voluntary contribution to the United States Treasury in the amount of Four Thousand Five Hundred dollars (\$4,500.00) in twelve (12) quarterly installments ("Installment Payments"), each in the amount of Three Hundred Seventy-Five Dollars (\$375.00), with the first to be due thirty (30) days following the Effective Date and the remaining eleven (11) to be due on the first day of each third successive month. Licensee acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution and each Installment Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1). Upon an Event of Default by Nonpayment (as described below in paragraph 18), all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. In addition, Licensee agrees that it will make the first and all subsequent Installment Payments in United States Dollars without further demand or notice by the dates specified above. Licensee shall also send electronic notification of payment to Jeffrey J. Gee at

²⁴ See 47 C.F.R. § 1.16.

Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, Dana E. Leavitt at Dana.Leavitt@fcc.gov, and Melanie Godschall at Melanie.Godschall@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.²⁵ When completing the FCC Form 159, Licensee shall enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions based on the form of payment selected:²⁶

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to the Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to the Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. If assistance is needed, Licensee shall contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov, for answers to questions regarding payment.

18. **Event of Default by Nonpayment.** Licensee agrees that an Event of Default by Nonpayment shall occur upon the failure by Licensee to pay the full amount of any Installment Payment on or before the due date specified in this Consent Decree.

19. **Interest, Charges for Collection, and Acceleration of Maturity Date.** Upon an Event of Default by Nonpayment under this Consent Decree, automatically and without further notice, the then entire unpaid amount of the Voluntary Contribution shall accrue interest computed using the U.S. Prime Rate in effect on the date of the Event of Default by Nonpayment plus 4.75 percent from the date of the Event of Default until payment in full.

20. Upon an Event of Default, the then unpaid amount of the Voluntary Contribution, together with interest, as aforesaid, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charge(s), plus the costs of collection, litigation, and attorneys' fees, is accelerated and shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Licensee.

²⁵ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

²⁶ Should Licensee have questions regarding payment procedures, it should contact the Financial Operations Group Help Desk by phone at 1-877-480-3201, or by e-mail at ARINQUIRIES@fcc.gov.

21. **Waivers.** Licensee waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Bureau issues an Adopting Order as defined herein. Licensee shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Licensee nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Licensee shall waive any statutory right to a trial *de novo*. Licensee hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

22. **Severability.** The Parties agree that if any of the provisions of the Adopting Order or the Consent Decree shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Adopting Order or Consent Decree, but rather the entire Adopting Order or Consent Decree shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

23. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Licensee does not expressly consent) that provision will be superseded by such Commission rule or order.

24. **Successors and Assigns.** Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

25. **Admission of Liability.** Notwithstanding any of Licensee's prior submissions in this proceeding, Licensee admits, for Commission civil enforcement purposes and in express reliance on the provisions of Paragraph 10 herein, that its actions with respect to the broadcast of certain underwriting announcements, as referenced in Paragraph 4 of this Consent Decree, violated the Underwriting Laws in force at the time of such actions, and that its actions on June 6, 2008, denied access to the Stations' public files and thus violated the Public File Rule in force at the time of such actions.

26. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation and the *NAL*.

27. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

28. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

29. **Authorized Representative.** Each party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. The individual signing this Consent Decree on behalf of Licensee represents and warrants that he is authorized by Licensee to execute this Consent Decree and to bind Licensee to the obligations set forth herein. The FCC signatory represents that he is signing this Consent Decree in his official capacity and that he is authorized to execute this Consent Decree.

30. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

Robert H. Ratcliffe
Acting Chief
Enforcement Bureau

Date

Charles H. Beard
President
CSSI Non-Profit Educational Broadcasting Corporation