

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

In the Matter of)	
)	
Calvary Educational Broadcasting Network, Inc.)	
)	
Station KOKS(FM), Poplar Bluff, MO)	Facility ID No. 8439
)	
Applications For Renewal of License)	File Nos. BRED-19951102UD
)	BRED-20050203ADJ
)	BRED-20121018AAJ
)	
Application For Special Temporary Authority)	BSTA-20180312ABM
)	
Application For Transfer of Control)	BTCED-20190604AAK
)	
Application For Minor Facility Change)	BPED-20190625AAX

ORDER

Adopted: September 15, 2020

Released: September 15, 2020

By the Chief, Media Bureau:

I. INTRODUCTION

1. In this Order, we adopt the attached Consent Decree between the Media Bureau (Bureau) of the Federal Communications Commission (Commission) and Calvary Educational Broadcasting Network, Inc. (CEB), licensee of KOKS(FM), Poplar Bluff, Missouri (Station). The Consent Decree resolves CEB's above-referenced pending applications: (1) filed over three license renewal cycles, the most recent seeking to renew the Station's license through February 1, 2021, the date when all current Missouri broadcast licenses will expire; (2) to transfer control of the organization to a new governing board; (3) for Special Temporary Authority (STA) to operate with reduced power; and (4) to modify the Station's facilities. The Consent Decree also establishes a plan for an upcoming application that CEB will file on or about October 1, 2020, when all Missouri broadcast stations are scheduled to apply again for license renewal (2020 Renewal Application).

2. The Consent Decree stipulates that CEB has violated numerous Commission rules (Rules), including some violations which have been ongoing, over multiple license renewal periods spanning approximately 25 years.¹ The Consent Decree aims, in lieu of a hearing proceeding, to bring

¹ CEB's admitted violations include its: (a) violation of section 73.318 of the Rules by failing over 25 years to comply with Commission orders and directives that it must resolve blanket interference complaints; (b) violation of tower lighting requirements and related recordkeeping and notification requirements intended to protect air safety in violation of section 17.6 of the Rules; (c) violation of the provisions governing transmitter operation and control in section 73.1400 of the Rules; (d) failure to keep station logs in violation of sections 73.1350, 73.1800, 73.1840, and 73.1870 of the Rules; (e) operation at substantially reduced power without authority, thereby limiting the

(continued....)

about, within a one-year probationary period, the Station's full compliance with broadcast rules, statutes, and caselaw and with the terms and conditions of the Consent Decree, including a compliance plan. Should CEB fail within the probationary period to come into full compliance with the terms and conditions of the Consent Decree and with the Communications Laws, as defined therein, CEB agrees to the automatic and permanent termination of all of the Station authorizations without a hearing proceeding, administrative or judicial review.

II. BACKGROUND

3. As detailed in the Consent Decree, the Commission designated the Station's 1989 application to renew the Station's license² for a hearing proceeding in 1992,³ primarily because the Station had failed to satisfy numerous complaints of blanketing interference in violation of section 73.318 of the Rules.⁴ The hearing proceeding resulted in a decision by the Administrative Law Judge (ALJ) to renew CEB's license for a short term of one year,⁵ which the Review Board affirmed.⁶ Because CEB, thereafter, did not fully correct the problem and violated numerous additional rules, the Bureau withheld action on subsequent license renewal applications that the Station filed in 1995, 2005, and 2012, some of which are contested by Mrs. Doris Smith on behalf of herself and others in the Poplar Bluff community who are concerned about the Station violations.⁷ Absent the Consent Decree, similar issues would also affect the future 2020 Renewal Application. CEB is now under new management following the death of one principal and resignation of another. As indicated above, there are pending applications to transfer control of CEB to a new governing board, for STA to operate with reduced power, and to modify the Station by downgrading the facilities in a manner that new management believes would lessen any blanketing interference.⁸

III. DISCUSSION

4. Section 309(k) of the Communications Act of 1934, as amended (Act) establishes that the Commission, in order to renew the license of a broadcast station routinely, must determine that the station has had no serious violations and/or violations that, when taken together, constitute a pattern of abuse.⁹

public's ability to receive public service programming and EAS signals in violation of section 73.1560(b) of the Rules; (f) failure to file at least five ownership reports over a 10-year period in violation of sections 73.3615 and 73.3527(e)(4) of the Rules; (g) failure to maintain a complete public inspection file at the Station prior to March 1, 2018 and online as of March 1, 2018, as required by section 73.3527(b)(2)(ii) of the Rules, with recent attempts that are late-filed, incomplete, and/or reconstructed, especially with respect to lists of donors and issue-responsive programming; (h) *de facto* transfer of control from Nina and Ben Stewart to Gerald Woolverton on or about December 11, 2017 without prior Commission consent in violation of section 73.3540 of the Rules; and (i) violation of section 1.17 of the Rules, through carelessness or negligence but without any intent to deceive, by falsely certifying to having a complete public file and to be in accordance with the blanketing rules.

² See File No. BR-19891103UA (1989 Application).

³ See *Calvary Ed. Broad. Network, Inc.*, MM Docket No. 92-122, Hearing Designation Order, 7 FCC Rcd 4037 (MB 1992).

⁴ See 47 CFR § 73.318.

⁵ See *Calvary Ed. Broad. Network, Inc.*, MM Docket No. 92-122, Initial Decision, 8 FCC Rcd 4789, 4803, para. 101 (ALJ 1993) (*Initial Decision*).

⁶ See *Calvary Ed. Broad. Network, Inc.*, MM Docket No. 92-122, Memorandum Opinion and Order, 9 FCC Rcd 575, paras. 48-49 (Rev. Bd. 1994).

⁷ See File Nos. BRED-19951102UD (rec. Nov. 2, 1995); BRED-20050203ADJ (rec. Feb. 3, 2005), BRED-20121018AAJ (rec. Oct. 18, 2012) (collectively, Renewal Applications).

⁸ See File No. BPED-20190625AAX, section V11, quest. 15, Exh. 17.

⁹ 47 U.S.C. § 309(k).

The Bureau was unable to make that finding with respect to the three pending Renewal Applications. The Bureau also withheld action on the application for transfer of control and for STA to operate with reduced power. CEB has stipulated in the Consent Decree that, absent its coming into compliance with the terms thereof, CEB's admitted violations would be serious and/or a pattern of abuse, failing the standard of section 309(k). The Act delineates options when a license renewal applicant fails to meet the section 309(k) standards, including: (1) convening an evidentiary hearing in which an ALJ determines an outcome and which might include denial of renewal; or (2) a Bureau grant of renewal on appropriate terms, such as a short-term renewal. The hearing proceeding held on the Station's 1989 Application resulted in a short-term renewal that the ALJ intended to provide CEB "one last opportunity" but did not achieve that goal.¹⁰ The parties have agreed that in lieu of pursuing another hearing proceeding for the pending applications, which would require substantial expenditure of public and private resources, that the Bureau will grant the pending applications conditioned on appropriately stringent terms, assess CEB's compliance within a one-year probationary period, and that the license will terminate automatically without a hearing proceeding, administrative or judicial review if the Bureau's assessment determines that CEB has not satisfied the terms of the Consent Decree and come into full rule-compliance within the probationary period. Pursuant to the Consent Decree, the Bureau will grant the applications for transfer of control, modification (requiring completion of the modification within 150 days), and STA allowing reduced power operations for that same 150-day period.

5. The Bureau's grant of the pending license Renewal Applications through the February 1, 2021 expiration date of all Missouri broadcast stations, conditioned upon the terms of the Consent Decree including its compliance plan, will allow CEB to spend its limited funds to bring the Station into prompt and full rule compliance. The Bureau will determine, following a one-year probationary period, whether CEB has successfully satisfied all terms and conditions of the Consent Decree and become fully rule-compliant. If so, and if matters raised in any petitions to deny and informal objections do not warrant otherwise, the Bureau will (provided that CEB meets all other requirements for license renewal) grant CEB's 2020 Renewal Application through February 1, 2029 conditioned upon continued adherence to the compliance plan and Consent Decree for five years from the Consent Decree's Effective Date. If the Bureau, in its sole discretion, determines that CEB has not adhered to the Consent Decree and/or come into full compliance within the one-year probationary period, the result will be automatic termination of CEB's authorizations, permanent removal of the Station from the air without a hearing proceeding, and dismissal of the 2020 Renewal Application, all without administrative or judicial review.

6. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree.

IV. CONCLUSION/ACTIONS

7. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act¹¹ and the authority delegated by sections 0.61 and 0.283 of the Rules,¹² the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

8. **IT IS FURTHER ORDERED** that Calvary Educational Broadcasting Network, Inc.'s application for transfer of control, File No. BTCED-20190604AAK, **IS GRANTED**.

9. **IT IS FURTHER ORDERED** that Calvary Educational Broadcasting Network, Inc.'s application for minor modification to the facilities of KOKS(FM), Poplar Bluff, Missouri, File No. BPED-20190625AAX, **IS GRANTED** with an expiration date of 3:00 a.m. local time February 13, 2021 rather than the standard three-year construction period of section 73.3598(a), and with the understanding

¹⁰ See *Initial Decision*, 8 FCC Rcd at 4806-07, para. 117; 47 U.S.C. § 309(k)(2).

¹¹ 47 U.S.C. § 154(i).

¹² 47 CFR §§ 0.61, 0.283.

that no extensions thereof or tolling under section 73.3598(b) are contemplated.

10. **IT IS FURTHER ORDERED** that Calvary Educational Broadcasting Network, Inc.'s application for Special Temporary Authority to operate KOKS(FM), Poplar Bluff, Missouri at reduced power, File No. BSTA-20180312ABM, **IS GRANTED** until 3:00 a.m. local time February 13, 2021.

11. **IT IS FURTHER ORDERED** that the Objections of Doris Smith, on behalf of herself and as spokesperson for others in Poplar Bluff, to the license renewal applications of KOKS(FM), Poplar Bluff, Missouri, File Nos. BRED-19951102UD, BRED-20050203ADJ, and BRED-20121018AAJ, **ARE GRANTED** to the extent that CEB is required to take actions under the Consent Decree and otherwise **ARE DENIED**.

12. **IT IS FURTHER ORDERED** that Calvary Educational Broadcasting Network, Inc.'s license renewal applications for KOKS(FM), Poplar Bluff, Missouri, File Nos. BRED-19951102UD, BRED-20050203ADJ, and BRED-20121018AAJ **ARE GRANTED** through February 1, 2021 conditioned upon the terms of the Consent Decree including the compliance plan and automatic termination without a hearing proceeding discussed therein.

13. **IT IS FURTHER ORDERED** that a future application that Calvary Educational Broadcasting Network, Inc. is expected to file on or about October 1, 2020 to renew the license of KOKS(FM), Poplar Bluff, Missouri beyond February 1, 2021 will be governed by the terms and conditions of the Consent Decree. Under the terms thereof, the Bureau shall dismiss the 2020 renewal application if the Bureau determines that the Station's authorizations terminated automatically for failure to meet the terms and conditions of the Consent Decree and/or to come into compliance with all broadcast laws within a one-year probationary period. Any grant of the 2020 renewal application, if warranted, shall be conditioned upon continued compliance with the terms of the Consent Decree for five years from the effective date thereof.

14. **IT IS FURTHER ORDERED** that pursuant to 47 CFR § 73.3527(e)(11) a copy of this Order and Consent Decree and as otherwise required all related investigatory materials **SHALL BE RETAINED** in the above-captioned Station's online public inspection file until grant of the next license renewal application.

15. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by e-mail to counsel for Calvary Educational Broadcasting Network, Inc., Charles Naftalin, Holland & Knight LLP, Charles.Naftalin@hklaw.com.

16. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent to Mrs. Doris Smith, 150 CR 527, Poplar Bluff, MO 63901.

FEDERAL COMMUNICATIONS COMMISSION

Michelle M. Carey
Chief, Media Bureau

**Before the
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Washington, D.C. 20554**

In the Matter of)	
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Calvary Educational Broadcasting Network, Inc.)	Facility ID No. 8439
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Applications For Renewal of License for Station)	File Nos. BRED-19951102UD
KOKS(FM), Poplar Bluff, MO)	BRED-20050203ADJ
)	BRED-20121018AAJ
)	
Application For Special Temporary Authority)	BSTA-20180312ABM
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Application For Transfer of Control)	BTCED-20190604AAK
)	
Application For Minor Facility Change)	BPED-20190625AAX
)	

CONSENT DECREE

I. INTRODUCTION

1. The Media Bureau (Bureau or MB) of the Federal Communications Commission (FCC or Commission) and Calvary Educational Broadcasting Network, Inc. (CEB), licensee of noncommercial educational (NCE) radio station KOKS(FM), Poplar Bluff, Missouri (Station), by their respective authorized representatives, hereby enter into this Consent Decree in order to bring about, within a one-year probationary period, the Station’s full compliance with broadcast rules, statutes, and caselaw and the other terms and conditions of this Consent Decree. Should CEB fail to come into full compliance within the probationary period, CEB agrees to the automatic termination of all Station authorizations without further administrative or judicial proceedings. The Consent Decree will resolve CEB’s above-referenced applications: (1) to renew the Station’s license through February 1, 2021;¹ (2) to transfer control of the organization to a new governing board; (3) for Special Temporary Authority (STA) to operate with reduced power; and (4) to modify the Station’s authorization.² Further, the Consent Decree sets forth specific conditions applicable to any future grant of CEB’s upcoming application to renew the license for the period beyond February 1, 2021. To resolve these matters CEB stipulates that it violated numerous

¹ CEB has pending license renewal applications filed in 1995, 2005, and 2012. All Missouri radio stations are again scheduled to file applications for license renewal on October 1, 2020, in advance of the February 1, 2021 expiration of all radio licenses in the state.

² Under the proposed modification, the Station would downgrade from a directional, Class C1 station with 100 kW Effective Radiated Power (ERP) to become an omnidirectional, Class C2 station with 30 kW ERP.

rules,³ waives any right to a hearing proceeding concerning these violations, agrees to implement a compliance plan, will accept, and waives the right to seek administrative or judicial review of the Bureau's evaluation of CEB's compliance with the terms and conditions of this Consent Decree during the probationary period.

II. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
 - (a) "2020 Renewal Application" means an application for license renewal that the Parties expect CEB to file on or before October 1, 2020.
 - (b) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
 - (c) "Adopting Order" means an order of the Bureau adopting the terms and conditions of this Consent Decree without change, addition, deletion, or modification.
 - (d) "Applications" means, individually and collectively, File Nos. BRED-19951102UD; BRED-20050203ADJ; BRED-20121018AAJ (Renewal Applications); BSTA-20180312ABM (STA Request); BTCED-20190604AAK (Transfer Application); and BPED-20190625AAX (Modification Application).
 - (e) "Automatic Termination" means termination of all Station authorizations and deletion of the Station's call sign without a hearing proceeding and without any right by CEB to administrative or judicial review of the termination order.
 - (f) "Bureau" or "MB" means the Media Bureau of the Federal Communications Commission.
 - (g) "CEB" means Calvary Educational Broadcasting Network, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
 - (h) "Commission" and "FCC" mean the Federal Communications Commission and any or all of its bureaus and offices.

³ See *infra*, para. 26.

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- (i) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which each Commission licensee, including CEB, is subject by virtue of its being a Commission licensee, including but not limited to requirements concerning blanketing interference; tower lighting and marking; operating parameters; recordkeeping; public inspection file; assignment and transfer, and the requirement to serve the public interest, convenience, and necessity.
- (j) “Complainant(s)” means individually and collectively the eight households in the Poplar Bluff area that filed unresolved complaints of blanketing interference. The individual Complainants are: Doris L. Smith; Bill and Jean Hillis; Edward Hodgins; Larry and Theresa Cole; Georgia Young; Henry Priest; Edwin Ervin; and Franklin Cole.
- (k) “Complaint” means a third-party submission received by CEB, the Station, or the Bureau and alleging violations of Communications Laws.
- (l) “Compliance Officer” means an independent FCC regulatory counsel or other third party with the requisite corporate and organizational authority to serve in this capacity pursuant to Paragraph 28, and if the latter, in consultation with and assisted by outside regulatory counsel.
- (m) “Compliance Plan” means procedures that the Station will devise and implement pursuant to Paragraph 30 in order to come into compliance with the Communications Laws.
- (n) “Compliance Reports” means the reports that CEB shall be required to file pursuant to Paragraphs 30(o) – (q).
- (o) “Compliance Training Program” means the requirement of the Compliance Plan to train employees to meet the requirements of the Communications Laws, as detailed in Paragraph 30(m).
- (p) “Covered Employee” means all CEB employees and agents, including, but not limited to volunteers and members of CEB’s governing board who perform, or supervise, oversee, or manage the performance of duties related to CEB’s responsibilities under the Communications Laws.

- (q) “Effective Date” means the date by which the Bureau and CEB have all signed the Consent Decree.
- (r) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by CEB to implement the Compliance Plan.
- (s) “Parties” means CEB and the Bureau, each of which is a “Party.”
- (t) “Probationary Period” means a one-year period beginning upon the Effective Date during which CEB will be required to implement the Compliance Plan and come into full compliance with the Communications Laws.
- (u) “Post-Probationary Period” means a time period up to four years following the Probationary Period in which the Bureau will assess CEB performance during the Probationary Period and CEB will remain subject to the terms and conditions of the Consent Decree.
- (v) “Probationary Outcome” means the result of the Bureau’s evaluation of CEB’s full compliance with the Communications Laws and other the terms and conditions of this Consent Decree by the end of the Probationary Period.
- (w) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (x) “Station” means KOKS(FM), Poplar Bluff, MO (Facility ID No. 8439).
- (y) “Violations” means Station actions (or failures to take required actions) inconsistent with the Communications Laws between 1988 and the effective date of this Consent Decree, including, but not limited to, those listed in Paragraph 26.

III. BACKGROUND

A. The Station has had Compliance Problems Since Its Inception

3. CEB, then controlled by the Stewart family, applied for a permit to construct a noncommercial educational station in 1987.⁴ The Station began to operate pursuant to program test

⁴ See File No. BPED-19870302MS (granted Oct. 30, 1987).

authority on September 29, 1988 and was licensed on January 4, 1989.⁵ Shortly after the Station began broadcasting, CEB and the Commission's Kansas City Field Office received multiple complaints that the Station was causing interference to radio and television reception of local residents. An investigation by the Commission's Enforcement Bureau (EB, then known as the Field Operations Bureau) revealed that the Station was causing interference through FM blanketing, a phenomenon whereby the strong signal from a nearby broadcast tower can completely overwhelm receivers in the FM and TV bands. The Rules set forth requirements for correcting blanketing.⁶

4. On November 3, 1989, shortly before the licenses for all broadcast stations in Missouri were to expire, CEB timely filed an application to renew the Station's license (1989 Application).⁷ Mrs. Jean Hillis (Hillis) and Mrs. Doris Smith (Smith), spokespersons for the Poplar Bluff community, each filed a petition to deny the Station's license renewal on December 23, 1989. They subsequently mailed over 900 complaints to the Station and the Commission. In their petitions, Hillis and Smith detailed the interference and charged CEB with misrepresenting facts to the Commission concerning the nature and extent of the problem.

B. The Commission Previously Designated CEB For Hearing

5. Because CEB failed to resolve the complaints despite Commission directives to do so, the Commission designated CEB's 1989 Application for hearing before an Administrative Law Judge (ALJ) in 1992.⁸ The ALJ concluded, *inter alia*, that CEB had violated section 73.318 of the Rules with respect to blanketing interference.⁹ The ALJ renewed CEB's license for a term of one year.¹⁰ The Commission's Review Board affirmed.¹¹

⁵ See File No. BLED-19880906KB (granted January 4, 1989).

⁶ See 47 CFR § 73.318.

⁷ See File No. BR-19891103UA (1989 Application). See also *Application of Calvary Ed. Broad. Network, Inc. for Renewal of License of Station KOKS(FM)*, MM Docket No. 92-122, Order, (Chief, Audio Services Div., Oct. 30, 1990) (*Order*).

⁸ See *Calvary Ed. Broad. Network, Inc.*, MM Docket No. 92-122, Hearing Designation Order, 7 FCC Rcd 4037 (MB 1992).

⁹ See *Calvary Ed. Broad. Network, Inc.*, MM Docket No. 92-122, Initial Decision, 8 FCC Rcd 4789, 4803, para. 101 (ALJ 1993). The ALJ also noted problems with the Station's power levels, which ranged from 55 percent to 110 percent of that authorized. *Id.* at 4802, paras. 90-91.

¹⁰ That action was intended to provide the station "with one last opportunity to comply with the Commission's blanketing rule." *Id.* at 4806-07, para. 117. The ALJ ordered CEB to "comply with the requirements of [s]ection 73.318 of the Rules" within 120 days, to "comply with the requirements of the Mass Media Bureau's October 30, 1990 Order," and to submit to the Mass Media Bureau "[a] complete report . . . setting forth in detail the nature of the work done [to resolve the blanketing problem], the equipment installed, and the results of the effort" which shall be verified by the licensee and the repairman who performed the work. *Id.*

¹¹ *Calvary Ed. Broad. Network, Inc.*, MM Docket No. 92-122, Memorandum Opinion and Order, 9 FCC Rcd 575, paras. 48-49 (Rev. Bd. 1994).

C. Pendency of Three License Renewal Applications

6. On November 2, 1995, CEB filed for a short-term renewal of its license.¹² However, a field inspection in August 1995 determined that the Station continued to cause blanketing interference to radio and/or television reception in at least eight residences.¹³ Because CEB had not corrected the interference, as directed, and the inspection revealed additional violations, MB could not make a finding that the Station was serving the public interest without any serious violations or pattern of abuse as required under the license renewal standards in section 309(k) of the Communications Act of 1934, as amended (Act). MB, therefore, withheld action on CEB's November 1995 Application. For the same reasons, MB withheld action on renewal applications that CEB filed in 2005 and 2012.¹⁴ Another license renewal cycle for stations in Missouri will begin shortly, with CEB expected to file another license renewal application on October 1, 2020.

D. Smith's December 2009 Informal Objection

7. On December 23, 2009, Smith filed an informal objection to CEB's 2005 renewal application, in which she raised not only the unresolved interference allegations but also concerns about the tower lighting and whether the Station was operating at the authorized power level.¹⁵ CEB did not respond to the Smith Objection until June 2, 2017.¹⁶ CEB claimed therein that interference no longer existed.¹⁷ In a follow-up e-mail, CEB informed MB that Nina Stewart was in poor health and needed to sell the Station.¹⁸ Shortly thereafter, Smith notified the Commission that none of the lights on the Station's tower were functioning¹⁹ and subsequently contested CEB's claim that interference was resolved. In the Adopting Order implementing this Consent Decree, the Bureau grants the Smith

¹² File No. BRED-19951102UD (rec. Nov. 2, 1995) (November 1995 Application).

¹³ See EB Field Office Report at 3, Statement of Investigator Ronald D. Ramage, FCC CIB Kansas City Office at 2 (Aug. 31, 1995). The field inspection also noted several additional problems, including failure to maintain station logs of tower lighting outages, the placing of donor lists in the public file annually rather than quarterly as required, and the unavailability of the then-most recent (1995) authenticator list for the emergency broadcast system. See Broadcast Inspection Data Summary, KOKS (Aug. 14, 1995) at 1-2.

¹⁴ See File Nos. BRED-20050203ADJ (rec. Feb. 3, 2005), BRED-20121018AAJ (rec. Oct. 18, 2012) (collectively with November 1995 Application, Renewal Applications).

¹⁵ Smith styled her filing as a Petition to Deny but the staff treated it as an informal objection. See Letter from Doris Smith to FCC Office of the Secretary, *styled as* Petition to Deny Concerning License Renewal Application for KOKS Radio Station, Poplar Bluff, MO, (rec. Dec. 23, 2009) (Smith Objection).

¹⁶ See Letter from Ben and Nina Stewart, KOKS to Parul Desai, Attorney, Media Bureau, Audio Division (undated, rec. June 2, 2017) (June Letter).

¹⁷ *Id.* at 1. Specifically, CEB stated that “[t]he lines on the radio tower has [sic] been fixed [and that] Ben and Nina [S]tewart went to [D]oris [S]mith’s house on [M]ay 11 2017 and she said she has no interference on her television[.]” *Id.* In addition, CEB claimed that “we are not overpowering our transmitter[.]” *Id.*

¹⁸ See E-mail from koksradio@mycitycable.com to Parul Desai, Attorney, Media Bureau, Audio Div. (June 6, 2017, 02:40 pm EST).

¹⁹ Letter from Doris Smith to FCC, Office of the Secretary (dated June 12, 2017) at 2 (Smith 2017 Letter).

Objection in part to the extent that it is conditioning the license renewal grant on CEB compliance with the Consent Decree.

E. 2017 Media Bureau Investigation

8. MB sent a letter to CEB in December 2017 asking for more information, including the status of each of the eight outstanding interference complaints (Interference Letter).²⁰ CEB responded in a January 12, 2018 letter signed by Gerald Woolverton (Woolverton).²¹ It was in this letter that Woolverton first informed MB that he had become CEB's President on a volunteer basis as of December 11, 2017.²² Woolverton stated that the Station had very limited funds, and that he had visited five of the eight residents whom the Commission identified as receiving interference and that they had rejected his offer to pay "some money" toward their cable or satellite bills in exchange for a release of their claims.²³

9. MB gave local residents an opportunity to comment on the Interference Letter and CEB's response thereto. Smith submitted two letters of response.²⁴ Therein, Smith reported that radio interference continued, and that television interference had stopped only because the Station had been operating at less than authorized power.²⁵ Smith also identified several tower maintenance issues including failure in early 2018 of most of the tower's lighting.²⁶

F. Additional Commission Inspections and Investigations and Notice of Violation

10. On February 21, 2018, field agents from the Enforcement Bureau (EB) visited the Station and confirmed that the Station's top light and all but one of the six side lights were not working and that the Federal Aviation Administration (FAA) did not have a current notice from CEB of the lighting failure

²⁰ Letter from Peter H. Doyle, Chief, Audio Div., Media Bureau, FCC to CEB (MB Dec. 12, 2017) at 3 (Interference Letter). MB stated that the June Letter did not show progress in resolving the violations. With respect to CEB's claim that the digital television transition eliminated all interference to television reception, MB noted that CEB provided no engineering study to explain and verify its claim. *Id.* MB noted that the digital transition is potentially relevant because one of the affected stations (WPSD-TV, Paducah, Kentucky) had operated on analog Channel 6, which was immediately adjacent to the FM spectrum. Nevertheless, MB stated that even had CEB demonstrated improved reception of WPSD-TV on the station's digital channel, such circumstances would not address CEB's interference to signals from other radio stations or other television stations, including KAIT(TV), Channel 8, Jonesboro, Arkansas.

²¹ *See* Letter from Gerald Woolverton, President, CEB to Peter Doyle, Chief, Audio Div., FCC (filed Jan. 12, 2018). (rec. Jan. 12, 2018) (Woolverton Letter).

²² *See id.* at 1. Woolverton said that he was trying to help Nina Stewart who was "85 years old with some dementia problems" and her son Ben Stewart, "who is mentally challenged." *Id.*

²³ *Id.* at 2. He reported that the other three complainants had passed away.

²⁴ *See* Letter from Doris L. Smith to Peter Doyle, Chief, Audio Div., Media Bureau, FCC (rec. Jan. 8, 2018) (Smith January Letter); Letter from Doris L. Smith to Peter Doyle, Chief, Audio Div., Media Bureau (rec. Mar. 1, 2018) (Smith March Letter).

²⁵ *See* Smith January Letter at 2-3.

²⁶ *Id.*; Smith March Letter at 2.

in violation of section 17.48 of the Rules.²⁷ On March 12, 2018, CEB filed an application for special temporary authority to operate with reduced power, *i.e.*, with the power its failing transmitter is capable of generating.²⁸

11. On March 16, 2018, MB again requested information from CEB from which it might assess the extent to which CEB monitored lighting and other engineering parameters,²⁹ including antenna structure lighting inspection records³⁰ and notices to the FAA of extinguishment or improper functioning of antenna structure lighting (March 2018 Inquiry).³¹ MB also requested information about the Station's operating power level, and its station logs and engineering records.³² On April 11, 2018, EB issued a Notice of Violation (NOV) for the lighting violations confirmed in the February 2018 inspection.³³

12. On May 11, 2018, CEB submitted a consolidated response to the NOV and March 2018 Inquiry.³⁴ CEB stated that Woolverton was unable to locate any engineering logs or records in response to the March 2018 Inquiry.³⁵ CEB also asserted that the Station was in dire financial condition.³⁶ In addition, CEB maintained that the Station's transmitter was damaged, probably by lightning, and provided invoices for repairs attempted in mid-2017 and early 2018 which were insufficient to support full power operations. CEB contended that it did not have the funds to undertake more extensive repairs to return to full power.

13. Nevertheless, CEB asserted that compliance was improving under Woolverton's leadership.³⁷ CEB acknowledged, however, that Woolverton had no previous broadcast experience or familiarity with Commission filing requirements. Thus, Woolverton was unaware of the reduced power problem until late December 2017, did not know that CEB needed to report the matter, and failed in an attempt to request special temporary authority for reduced power operations because he was unfamiliar with the Commission's electronic filing system.³⁸ CEB also stated that Woolverton notified the FAA in December 2017 of a failure in tower lighting, but was unaware that he needed to renew the notification

²⁷ See 47 CFR § 17.48.

²⁸ See File No. BSTA-20180312ABM (rec. Mar. 12, 2018).

²⁹ See Letter from Albert Shuldiner, Chief, Audio Div., Media Bureau, FCC to CEB, Re: Operational Status Inquiry (Mar. 16, 2018) (March 2018 Inquiry).

³⁰ See *id.* at 1. See also 47 CFR §§ 17.48-17.49.

³¹ See March 2018 Inquiry at 1.

³² See *id.* at 2.

³³ See *Calvary Ed. Broad. Network, Owner of Antenna Structure No. 1007848, Poplar Bluff, Missouri*, File No. EB-FIELDNER-17-00025293, Notice of Violation (EB Apr. 11, 2018).

³⁴ Response of Calvary Educational Broadcasting Network, Inc. (rec. May 11, 2018) (Response).

³⁵ *Id.* at 5.

³⁶ See *id.* at 2. CEB attributed this state of affairs to Nina Stewart's declining health and finances.

³⁷ Woolverton claimed to have donated approximately \$53,500 between 2016-2018 to bring CEB's tax and electric bills current and stated that he had stopped foreclosure on the tower site by personally purchasing the Station's land.

³⁸ Response at 4.

monthly. CEB requested leniency based on what it characterized as Woolverton's "heroic efforts" to improve compliance.³⁹

G. 2019 Enforcement Bureau On-Site Inspection/Media Bureau Examination of Online Public File

14. An EB field agent made another visit to the Station on March 20, 2019 and, in addition to reexamining the Station's lighting, also inspected other aspects of the facilities. The agent noted that the Station was operating with a backup transmitter capable of generating only 450 watts and that the primary transmitter was thirty years old, broken, and not repairable.⁴⁰ He also observed that the tower lighting continued to be non-operational.⁴¹ The agent also noted that the Station did not have station logs in violation of sections 73.1350, 73.1800, and 73.1870 of the Rules; had transmitter operation and control issues in violation of section 73.1400 of the Rules; and was operating at low power without authority in violation of section 73.1560 of the Rules.⁴² The Station was, at the time of the inspection, compliant with Emergency Alert System (EAS) requirements and had records of EAS tests beginning in 2018.⁴³ However, because the Station had been operating at reduced power, diminishing the reach of its signal, the Station was not currently capable of providing EAS information to the full population and area that should receive such information. In addition, during the inspection, Woolverton acknowledged that the back-up transmitter could fail at any time, as had the primary transmitter, which would cause the Station to go silent.⁴⁴ Woolverton stated that CEB wanted to buy a new transmitter and was investigating relocation to a new site but that the uncertainty concerning the Station's license was an obstacle.⁴⁵

³⁹ *Id.*

⁴⁰ See EB Investigation of KOKS at 2 (EB Mar. 20, 2019) (2019 Inspection Report).

⁴¹ During this inspection, the agent learned that CEB had sold the Station's broadcast tower on August 1, 2018, but neither CEB nor the new tower owner (Brook James Properties, LLC) had notified the Commission. *Id.* at 1-2. In April 2019, the tower registration was changed in the Commission records to reflect the current owner. See FCC Antenna Structure Registration Search, File No. 1007848, <https://wireless2.fcc.gov/UlsApp/AsrSearch/asrRegistration.jsp?regKey=112694>. Under the Rules, a tower owner is responsible for maintaining the tower's painting and lighting, but the broadcaster retains responsibility in the event of the owner's non-compliance. See 47 CFR § 17.6.

⁴² 47 CFR §§ 73.1350, 73.1400, 73.1560, 73.1800, 73.1870.

⁴³ CEB apparently does not have records of prior compliance with EAS requirements.

⁴⁴ See 2019 Inspection Report at 2.

⁴⁵ *Id.* at 2-3.

15. The inspection took place about a year after an industry-wide March 1, 2018 transition from physical to online public files. MB has since examined the Station's online file and concludes that the online file was not timely established and is missing significant required information. With respect to timeliness, CEB apparently did not establish that file by March 1, 2018, as required by section 73.3527(b)(2)(ii) of the Rules. The Commission's records reflect that CEB first uploaded documents on October 18, 2018. With respect to the file's contents, donor lists and issues/programs lists are missing or incomplete.

H. CEB's 2019 Modification Application

16. On June 26, 2019, CEB filed an application for consent to make minor modifications to the Station's facilities.⁴⁶ Under that proposal, the Station would remain at its current transmitter site and channel but reduce class and power.⁴⁷ In the Mod Application, CEB responded "yes" to the inquiry as to whether the proposal complies with all interference requirements, claimed that blanketing interference no longer exists due to the digital television transition, and characterized the recent Commission inspection as confirming that claim.⁴⁸ It contended, nevertheless, that the proposed modification would lessen any blanketing interference.⁴⁹

I. CEB's 2019 Transfer of Control Application

17. On June 4, 2019, CEB filed an application for consent to transfer of control, reporting that on May 9, 2019, Nina Stewart died and Ben Stewart had resigned from the board, leaving Woolverton as the sole remaining board member.⁵⁰ CEB seeks consent to the transfer of control of CEB to a new governing board controlled by the Woolverton family.

J. CEB Finances

18. As noted above, CEB has claimed financial difficulties for many years. The Commission would ordinarily assess a monetary civil penalty in a Consent Decree resolving violations of the extent admitted in Paragraph 26. The instant Consent Decree does not include such a penalty for two reasons.

⁴⁶ See File No. BPED-20190625AAX (rec. June 25, 2019) (Mod Application).

⁴⁷ As noted previously at note 2 *supra*, the Station would downgrade from a directional, Class C1 station with 100 kW Effective Radiated Power (ERP) to become an omnidirectional, Class C2 station with 30 kW ERP.

⁴⁸ See Mod Application, section V11, quest. 15, Exh. 17.

⁴⁹ *Id.*

⁵⁰ See File No. BTCED-20190604AAK, Exh. 6 (rec. June 4, 2019) (Transfer Application). The Parties disagree about whether the May 2019 transfer was voluntary. CEB characterizes the transfer as involuntary due to the death of Nina Stewart. However, Nina Stewart is reported to have held only a minority (33.3 percent) interest. The reported transfer of control of CEB occurred because Ben Stewart (also reported to have had a 33.3 percent interest) voluntarily and concurrently resigned, making the aggregated change in excess of 50 percent. Accordingly, MB considers the transfer to be voluntary. The Parties' conflicting views need not be resolved for purposes of this Consent Decree.

First, on June 19, 2020, CEB submitted financial documentation to MB, including tax returns for 2018-2019, to support a claim of inability to pay all but a very small portion of the full civil penalty that MB might otherwise assess for its violations. Second, the Commission believes that CEB would best direct its limited resources to fulfilling its obligations under this Consent Decree, including implementing the proposed facility modification, which will require substantial expenditures.

19. The Parties have engaged in settlement negotiations and agree to be legally bound by the terms and conditions of this Consent Decree.

IV. TERMS OF AGREEMENT

20. **Adopting Order.** The Bureau shall incorporate the provisions of this Consent Decree in an Adopting Order without change, addition, deletion, or modification.

21. **Jurisdiction.** CEB 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.

22. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

23. **Purpose.** The blanketing interference, tower lighting, and reduced power violations at issue are longstanding and serious, and correcting them will require substantial financial resources. Further, correcting blanketing interference is potentially complex because it is possible that some blanketing will remain even after the facility modification, requiring CEB to undertake additional remediation such as further adjustments to its technical parameters and/or to consumer receivers. In lieu of further litigation regarding CEB's long history of violations of multiple Commission rules, as described in Section III above and in paragraph 26 below, and in order to conserve public and private resources, including resources necessary to enable CEB to come into compliance, the Parties agree that CEB shall expend its limited funds to promptly bring the Station into full compliance with the Communications Laws and the other terms and conditions of this Consent Decree within the Probationary Period. The Parties also agree that all Station authorizations shall terminate automatically without a hearing proceeding, and without any right by CEB to administrative or judicial review, if the Bureau determines that CEB is unsuccessful in fulfilling these terms and conditions. Accordingly, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein, to establish and implement a plan to bring the Station into full compliance with all Communications Laws within twelve (12) months of the Effective Date at the risk of automatic and permanent termination of all Station authorizations without a hearing proceeding and without any right by CEB to administrative or judicial review.

24. **Conditional Grant of Pending Renewal Applications and Delayed Consideration of 2020 Renewal Application.** The Bureau agrees, as of the Effective Date, to grant conditionally the pending License Renewal Applications through February 1, 2021, which will bring the license current

through the same term applicable to all Missouri radio stations, with the express condition that, within the Probationary Period, CEB fully comply with the terms and conditions of this Consent Decree, including the Compliance Plan and compliance with the Communications Laws. The Bureau will withhold action on the 2020 Renewal Application, once filed, until the Bureau determines whether CEB has fully complied with the terms and conditions of this Consent Decree and Communications Laws.

25. **Grant of Modification Application, Transfer Application, and STA Request.** The Bureau shall on the Effective Date grant the Modification Application for a period of one hundred fifty (150) days from the Effective Date (rather than the standard three-year construction period). CEB represents that it is willing and able to complete the modification within the one-hundred fifty-day period and acknowledges that the Bureau does not anticipate grant of additional construction time or tolling of the one-hundred fifty-day construction deadline, even if CEB experiences unforeseen circumstances beyond its control, would have met the requirements for waiver of the construction deadline or tolling under 47 CFR § 73.3598(b), or for which the Commission may grant additional time to an applicant not subject to this Consent Decree. The Parties agree, by way of example, that no additional time will be granted for delays CEB or its agents might experience due to increased demand for equipment manufacturing and tower rigging following the nationwide television repacking, the COVID-19 pandemic, and/or the fact that the Station is small and located in a rural area. The Parties agree that the terms of this Consent Decree will take precedence over any conflicting language in a Rule or Order except, as noted in Paragraph 37, if the Commission adopts, after the Effective Date, a Rule or Order that it explicitly indicates is intended to have service-wide applicability. CEB acknowledges that its timely completion of construction is a factor that the Bureau will consider in assessing CEB's compliance with the terms of the Consent Decree. On the Effective Date, the Bureau will also grant the Transfer Application and the STA Request.

26. **Admission of Liability for Violations.** CEB admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of Paragraph 27 herein that CEB: (a) violated section 73.318 of the Rules by failing to comply with Commission orders and directives that it must resolve blanketing interference Complaints; (b) violated tower lighting requirements and related recordkeeping and notification requirements intended to protect air safety in violation of section 17.6 of the Rules; (c) violated provisions governing transmitter operation and control in section 73.1400 of the Rules; (d) did not keep station logs in violation of sections 73.1350, 73.1800, 73.1840, and 73.1870 of the Rules; (e) operated at substantially reduced power without authority, thereby limiting the public's ability to receive public service programming and EAS signals in violation of section 73.1560(b) of the Rules; (f) failed to file at least five ownership reports over a 10-year period in violation of sections 73.3615 and 73.3527(e)(4) of the Rules; (g) failed to maintain a complete

public inspection file at the Station prior to March 1, 2018 and online as of March 1, 2018, as required by section 73.3527(b)(2)(ii) of the Rules, with recent attempts that are late-filed, incomplete, and/or reconstructed, especially with respect to lists of donors and issue-responsive programming; (h) effected a *de facto* transfer of control from Nina Stewart and Ben Stewart to Gerald Woolverton on or about December 11, 2017⁵¹ without prior Commission consent in violation of section 73.3540 of the Rules; and (i) that CEB, as a result of carelessness or negligence but without any intent to deceive, violated section 1.17 of the Rules by falsely certifying to have a complete public file and to be in accordance with the blanketing rules. CEB further stipulates that, absent full compliance with this Consent Decree, its admitted Violations would constitute serious violations and/or a pattern of abuse under section 309(k) of the Act. CEB recognizes that in order to receive a favorable Probationary Outcome under Paragraph 29(c) herein, it must by the end of the Probationary Period not only correct the Violations admitted in this paragraph, but also not commit any additional violations, including those of other provisions of the Communications Laws.

27. **Non-use of Existing Evidence.** In the absence of new material evidence and/or CEB's failure to fully comply with the terms and conditions of this Consent Decree, including the Compliance Plan, and/or with the Communications Laws within the Probationary Period, the Bureau will not use any facts developed through the Effective Date to institute on its own motion, any new proceeding, formal or informal, or take any action on its own motion against CEB concerning the Violations or with respect to CEB's basic qualifications, including its qualifications to be a Commission licensee or hold Commission licenses or authorizations.

28. **Compliance Officer.** Within fourteen (14) calendar days after the Effective Date, CEB shall appoint a Compliance Officer and shall designate an independent FCC regulatory counsel, communications consulting engineer, and/or other third party with the requisite corporate, Communications Law, Broadcast Engineering, and organizational authority and knowledge to advise the Compliance Officer with respect to the discharge of the duties set forth below. The person designated as Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that CEB complies with the terms and conditions of the Compliance Plan and this Consent Decree. The Compliance Officer shall be either: a communications attorney, a communications consulting engineer, or a person who has a working knowledge of blanketing interference and the

⁵¹ See Woolverton Letter. The Parties disagree on whether there was also a voluntary *de jure* transfer of control to Woolverton on or about May 9, 2019.

requirements of the Communications Laws. If CEB appoints a non-lawyer or non-engineer to the role of Compliance Officer, the Compliance Officer will reinforce his/her existing knowledge by adhering to a comprehensive compliance manual on a regular basis, will consult with a counsel, engineer, and/or others with appropriate expertise in response to any issue not within the Compliance Officer's existing knowledge, and also will consult prior to making any certification as to the licensee's compliance with the Communications Laws or the terms of the Compliance Plan.

29. **Structure of Plan, Evaluation, and Results.** This Consent Decree governs a period up to five years which is divided into two shorter components: a one-year Probationary Period and a Post-Probationary Period of up to four years, but possibly shorter because of the potential for earlier automatic termination of the Station's license authority based on an unfavorable Probationary Outcome.

(a) **Probationary Period.** The Probationary Period will commence on the Effective Date and continue for one year. During the Probationary Period, CEB will implement the Compliance Plan in Paragraph 30 herein, and come into full compliance with the Communications Laws, including but not limited to those it admits to having violated in Paragraph 26.

(b) **Post-Probationary Period.** A Post-Probationary Period will commence one year from the Effective Date. At the close of the Probationary Period, the Bureau, in its sole discretion, will assess CEB's compliance during the Probationary Period under the Consent Decree, including its performance under the Compliance Plan and overall compliance with the Communications Laws as demonstrated through such matters as CEB applications and reports, information received from the public such as objections or statements of support, Commission inspection of the Station's facilities and online public file, and any other means that the Bureau deems appropriate. CEB shall cooperate to facilitate the Bureau's assessment of CEB's compliance, including full and timely production of relevant documents and information upon written request of the Bureau pursuant to 47 CFR § 73.1015. Provided that CEB has filed a timely 2020 Renewal Application, CEB may continue to operate pursuant to section 307(c)(3) of the Act, during the Bureau's assessment. The Bureau will notify CEB of its conclusion in a letter stating a Probationary Outcome, as described in Paragraph 29(c) herein.

(c) **Probationary Outcome.** The Bureau, in its sole discretion, will determine CEB's compliance during the Probationary Period. If the Bureau determines that, within the Probationary Period, CEB fully complied with the terms and conditions of this Consent Decree, including the Compliance Plan and all of the Communications Laws (not limited to those it has admitted to violating in Paragraph 26), and that matters raised in any petitions to deny and informal objections do not warrant otherwise, the Bureau will (provided that CEB meets all other requirements for license renewal under the Communications Laws) grant CEB's 2020 Renewal Application through February 1, 2029 conditioned upon continued compliance with this Consent Decree, including the Compliance Plan, until five years from the Effective Date of this Consent Decree. Nothing in this Consent Decree shall limit the availability to the Commission of any remedies available under the Communications Laws.

If the Bureau, in its sole discretion, determines that CEB failed, within the Probationary Period, to fully comply with the terms and conditions of this Consent Decree, including the Compliance Plan and all of the Communications Laws, the Station's authorizations shall terminate automatically without a hearing proceeding and without any right by CEB to administrative or judicial review, effective upon the date of the letter notifying CEB thereof. In this Probationary Outcome, the Bureau will also dismiss the 2020 Renewal Application and any other application for the Station and delete the Station's call sign, as described further in the Automatic Termination provisions in paragraph 31 herein.

30. **Compliance Plan.** CEB shall, commencing upon the Effective Date, take the following actions designed to ensure its immediate compliance with the Communications Laws and with the other terms and conditions of this Consent Decree.

- (a) **Develop and Notify Employees of Procedures for Addressing Complaints.** Within three (3) calendar days of the Effective Date, CEB shall develop, immediately notify and distribute to Covered Employees at the Station, procedures for effectively responding to and resolving complaints from the public, including but not limited to complaints about blanketing interference and tower lighting. CEB shall provide a copy of such notification to the Bureau within seven (7) calendar days from the Effective Date. These procedures for handling complaints and notification to Covered Employees of additional required Operating Procedures shall subsequently be incorporated into the broader Operating Procedures described in paragraph 30(b) below.

- (b) **Establish and Notify Employees of Operating Procedures.** Within sixty (60) calendar days of the Effective Date, CEB shall establish Operating Procedures that all Covered Employees must follow to ensure CEB's compliance with the Communications Laws. CEB's Operating Procedures shall include internal procedures and policies to ensure compliance with all Communications Laws (whether or not the particular laws have been an area of past violation/difficulties) as well as those specifically designed to ensure that CEB complies with Communications Laws governing areas of prior violations/difficulties, *i.e.*, the laws governing: blanketing interference and the handling of interference complaints; tower lighting requirements and related recordkeeping, notifications, and handling of lighting complaints; transmitter operation and control; preparation and maintenance of station logs; operation with proper parameters such as power; filing of ownership reports; maintaining a complete online public inspection file with particular care to donor lists and issue-responsive programs; complying with EAS requirements; making accurate certifications in applications filed with the Commission; and timely seeking Commission authority for any transfer of control or assignment of license. The Compliance Officer, or a management-level employee of CEB directly supervised by the Compliance Officer, shall develop a compliance checklist that describes the steps that a Covered Employee must follow consistent with relevant past Commission precedent.
- (c) CEB's Operating Procedures must, in addition to the general matters identified above, specifically recognize the following: (i) with respect to **Blanketing Interference**, that CEB remains obligated to prior Complainants and that the commencement of test operations following modification of facilities will, as provided in paragraph 30(e) below, start a two-year period of blanketing interference obligations for additional complaints under section 73.318; (ii) with respect to **Tower Lighting**, that during the one-year Probationary Period and continuing until two years from the Effective Date, CEB will pursuant to Paragraph 30(g) herein be responsible for lighting inspection, notifications, repair, and recordkeeping as if it were the owner of the tower under sections 17.6, 17.23-57 and 73.1820 of the Rules; and (iii) with respect the **Public Inspection File** that CEB must quarterly provide all information specified in section 73.3527(e)(8)-(9). CEB recognizes that it must identify the individual programs that each donor supports. CEB will discontinue its prior reliance on the following types of information, which do not qualify as issue-responsive: (i) programs that are entertainment in nature regardless of whether a host

interacts with callers; (ii) non-broadcast actions such as improvements to CEB's website and Internet streaming service; and (iii) lists that include program names, schedules, program types, and/or statements that someone in the community requested the program but that do not identify a specific issue of community importance addressed in the particular episode. To the extent that CEB has previously attempted to list its entire program schedule instead of complying with 47 CFR § 73.3527(e)(8), CEB now recognizes that the Rules would require CEB to list a Rule-compliant specification of community issues and the programs that have provided the Station's most significant treatment of those community issues during that quarter.

Every ninety (90) days from the Effective Date, CEB shall review its Operating Procedures, and provide any updates or amendments thereto, to all Covered Employees.

- (d) **Implement Modification of Facilities.** CEB shall, within one hundred fifty (150) days of the Effective Date (rather than the three-year construction period ordinarily provided under section 73.3598(a) of the Rules) implement the modification to its facilities pursuant to the Modification Application, File No. BPED-20190625AAX, by obtaining all necessary equipment (including a fully functional, type-accepted transmitter manufactured no earlier than 2015) and contractors, completing construction, commencing program test operations, and filing a covering license application electronically in the Commission's broadcast database.
- (e) **Responsibility to Address Blanketing Interference.** CEB shall, beginning with the commencement of program tests for the modified facilities, comply with 47 CFR § 73.318(b) by being financially responsible for a period of two years from that commencement of program tests (rather than the one-year period set forth in the Rule) for satisfying all complaints of blanketing interference included in that rule section. After the two-year period of full financial obligation, CEB shall provide technical information or assistance pursuant to section 73.318(d). CEB hereby recognizes that CEB must satisfy complaints of interference to radio reception as well as television reception and may not base a failure to satisfy a complaint on a claim that the television digital transition has solved or eliminated interference to radio or television reception. Due to potential difficulties that listeners may have identifying the source of interference in this highly unusual case of the Station's

existing nonconforming operations for a considerable time, the Bureau shall permit the Station, within ten (10) days of receipt of an interference complaint, to have a qualified, independent, third-party engineer with blanketing experience conduct tests at the site of the alleged interference comparing the signals of the desired station(s) when the Station is on the air to those when the Station is off-air and, if the Station is determined to be the cause of the interference, to take prompt remedial action to resolve the problem in full, as demonstrated by further test results. In the event that the Station engages such a third party to conduct such tests, it shall submit a detailed description of the test process, test results, and remedial measures, and all supporting documentation, under penalty of perjury, to the Commission and to the complainant, along with a summary of the third party's credentials.

- (f) **Give Blanketing Notice to the Public.** Within seven (7) calendar days of commencing program tests of the facilities in BPED-20190625AAX and any other modification that the Commission approves within the term of this Consent Decree, CEB shall place a prominent notice on its web site (www.koksradio.org), informing the public of CEB's financial and technical responsibilities for resolving any blanketing interference to radio and television reception and providing information on how to request such assistance from CEB. Within that seven (7) calendar day period from commencing program tests, CEB shall send this same information by U.S. mail to the home addresses of the five surviving Complainants.
- (g) **Tower Maintenance.** The Parties recognize that CEB no longer owns the broadcast tower from which it operates and that Commission rules generally hold tower owners primarily responsible for tower maintenance and the broadcaster responsible on a secondary basis. Nevertheless, the Parties agree that CEB shall upon the Effective Date and continuing for two (2) calendar years thereafter comply with the FCC's antenna structure lighting and painting rules (47 CFR §§ 17.6, 17.23-57 and 73.1820) as if CEB were the Station's antenna structure owner. This provision does not relieve the current tower owner (who is not a Party to this Consent Decree) from its responsibilities but places CEB in a position of primary responsibility as well.
- (h) **Public Inspection File.** CEB shall, within 30 days of the Effective Date, place in its online public inspection file for each quarter from the first quarter of 2018 onward (i) lists of donors supporting specific programs as required by 47 CFR § 73.3527(e)(9), and issues/programs lists that contain all elements required by 47 CFR § 73.3527(e)(8). CEB shall on an ongoing basis throughout the term of this Consent Decree, maintain a complete online public inspection file.
- (i) **Ownership.** CEB shall, within 30 days of the Effective Date, reconstruct and place in its online public inspection file ownership reports reflecting changes in CEB's governing board and officers for the period 2017 to present, including the change that the Bureau will authorize pursuant to the Transfer Application (File No. BTCED-20190604AAK). CEB shall, beginning December 1, 2021 and biennially thereafter

during the term of this Consent Decree, file ownership reports on Form 323-E as required by the FCC's ownership report rule (47 CFR § 73.3615(e)).

- (j) **Assignments and Transfers of Control.** With respect to any transfer of control or assignment occurring from the Effective Date onward, CEB shall, if the change is voluntary, obtain the FCC's prior consent in accordance with 47 CFR § 73.3540 and, if the change is involuntary, promptly notify the FCC and request FCC consent in accordance with 47 CFR § 73.3541. Within ninety (90) calendar days after the Effective Date, CEB shall develop an organization statement concerning the requirement to seek Commission consent to a transfer and/or assignment of the Station pursuant to sections 73.3540 and 73.3541 of the Rules, who will be responsible for filing such an application, and safeguards to ensure that CEB complies. CEB shall provide a copy of such statement to each of its board members and officers within one hundred twenty (120) days of the Effective Date and to any new board member and officers within thirty (30) days of their taking office.
- (k) **Special Technical Records.** Pursuant to 47 CFR § 73.1835, CEB shall keep operating and maintenance records sufficient to demonstrate steps taken to resolve and to prevent reoccurrence of each of the types of prior Violations admitted in Paragraph 26 herein. Except where the Rules require more or the Parties have agreed elsewhere in this Consent Decree to specific, greater recordkeeping requirements governing a particular aspect of operation, CEB shall at a minimum: (a) log complaints of and its responses to blanketing interference; (b) log its inspection of tower lighting, and responses to lighting outages including FAA notifications; (c) record steps taken to ensure that at all times the Station operates within the tolerances specified by applicable technical rules in Part 73 of the Rules; (d) keep station logs in the manner required in sections 73.1350, 73.1800, 73.1840, and 73.1870 of the Rules; and (e) log variances in power levels exceeding 5 percent above or below authorized ERP.
- (l) **Consult with Counsel.** If the Compliance Officer is not a communications attorney, CEB shall consult with outside FCC regulatory counsel regarding CEB's overall compliance with the Communications Laws. Such consultations shall occur on a quarterly basis, or more frequently to ensure CEB's compliance with the terms and conditions of this Consent Decree.
- (m) **Compliance Training Program.** Within thirty (30) calendar days of the Effective Date, CEB shall establish a Compliance Training Program consistent with the Communications Laws and the Operating Procedures that CEB will follow immediately under the Compliance Plan. As part of the Compliance Training Program, Covered Employees shall be advised of CEB's obligation to report any noncompliance with the Communications Laws under Paragraph 30(q) of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the

Compliance Training Program within ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. CEB shall repeat compliance training on an annual basis and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

- (n) **Filing of 2020 Renewal Application.** CEB shall file a license renewal application on the same schedule applicable to all Missouri radio stations, *i.e.*, by October 1, 2020 for a license expiring February 1, 2021. CEB shall disclose therein all violations that occurred during the previous eight years, regardless of whether the violations are addressed in this Consent Decree and whether those violations occurred under current or prior management. CEB shall include a copy of this Consent Decree as an Exhibit to the application.
- (o) **Schedule of Compliance Reports.** CEB shall file Compliance Reports with the Commission beginning ninety (90) days from the Effective Date and every ninety (90) days thereafter until twenty-four (24) months after the Effective Date, at which time CEB will begin to file Compliance Reports annually, *i.e.*, at twenty-four (24) months after the Effective Date, thirty-six (36) months after the Effective Date, forty-eight (48) months after the Effective Date, and sixty (60) months after the Effective Date, provided that the Station's authority has not previously terminated pursuant to the Automatic Termination provisions of Paragraph 31 herein.
- (p) **Content of Compliance Reports.** Each Compliance Report shall include a detailed description of CEB's efforts during the relevant period to comply with the terms and conditions of this Consent Decree, the Communications Laws, the Compliance Plan, and all other reporting requirements. Each report shall include the Special Technical Records generated in response to Paragraph 30(k) herein. Each report shall also include a copy of the Station logs and of CEB's records of its inspection, maintenance, and repairs of tower lighting for the period covered by the report. With respect to blanketing interference, the reports shall include a copy of each written Complaint of blanketing interference (and a summary of each non-written Complaint) received within the period covered by the report, all available contact information for the complainant, and a description of how the complaint was resolved. CEB's obligation to include information about blanketing interference in the Compliance Reports will end once the Station has achieved the two-year period of blanketing responsibility identified in Paragraph 30(e) herein.

In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent and on behalf of CEB, stating that the Compliance Officer has personal knowledge that CEB: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the

Compliance Plan; 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 30(q). The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with 47 CFR § 1.16 and be subscribed to as true under penalty of perjury in substantially the form set forth therein.

If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent and on behalf of CEB, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that CEB has taken or will take to address such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that CEB has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

All Compliance Reports shall be submitted to the Chief, Audio Division, Media Bureau, Federal Communications Commission, 45 L Street, N.E., Washington, D.C. 20554 with a copy submitted electronically to radioen@fcc.gov, Albert Shuldiner at Albert.Shuldiner@fcc.gov, Tom Hutton at Tom.Hutton@fcc.gov, and Irene Bleiweiss at Irene.Bleiweiss@fcc.gov.

- (q) **Reporting of Noncompliance.** CEB shall report any noncompliance with the Communications Laws and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that CEB has taken or will take to address such noncompliance; (iii) the schedule on which such actions will be taken; and (iv) the steps that CEB has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Audio Division, Media Bureau, Federal Communications Commission, 45 L Street, N.E., Washington, D.C. 20554, with a copy submitted electronically to radioen@fcc.gov, Albert Shuldiner at Albert.Shuldiner@fcc.gov, Tom Hutton at Tom.Hutton@fcc.gov, and Irene Bleiweiss at Irene.Bleiweiss@fcc.gov.

31. **Automatic Termination.** In accordance with the Parties' desire to enter into this Consent Decree in lieu of moving forward with a hearing proceeding on the Violations, CEB agrees that if the Bureau, in its sole discretion, determines in its letter announcing the Probationary Outcome that within the Probationary Period, CEB failed to fully comply with the terms and conditions of this Consent Decree, including the Compliance Plan and Communications Laws, the Station's authorizations shall terminate automatically without a hearing proceeding and without any right by CEB to administrative or judicial review, effective upon the date of the letter notifying CEB thereof. CEB further agrees that this Probationary Outcome shall dismiss the 2020 Renewal Application and any other application for the Station and delete the Station's call sign without a hearing proceeding and without any right by CEB to

administrative or judicial review. CEB further stipulates that its admitted Violations in Paragraph 26 herein, if not corrected fully within the one year Probationary Period, would constitute serious violations of the Rules and the Act and as a pattern of abuse under section 309(k) of the Act. Within two days of receipt of the Bureau's notification to CEB of its unsatisfactory Probationary Outcome, CEB will permanently discontinue operations and surrender its license and other instruments of authorization to the Commission, without contingency, pursuant to section 73.1750 of the Rules.

32. **Consent Decree Expiration Date.** Unless stated otherwise, the requirements of this Consent Decree shall expire sixty (60) months after the Effective Date.

33. **Complaints; Subsequent Investigations.** Notwithstanding the limitations set forth in Paragraph 27, nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed against CEB or its affiliates for alleged violations of the Act or the 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 CEB with the Act or the Rules.

34. **Waivers.** As of the Effective Date, CEB waives, in addition to any and all rights to a hearing proceeding concerning the Violations, or before the termination of the Station authorizations as specified in paragraph 31, 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, the Adopting Order, and the determination of a Probationary Outcome. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms and conditions of the Consent Decree or the Adopting Order, neither CEB nor the Commission shall contest the validity of the Consent Decree, the Adopting Order, or Probationary Outcome and CEB shall waive any statutory right to a trial *de novo*. CEB shall, however, retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. CEB hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act⁵² relating to the matters addressed in this Consent Decree.

35. **Severability.** The Parties agree that the automatic termination without a hearing proceeding provision in Paragraph 31 is central to this Consent Decree. If that automatic termination provision is held unenforceable by any court of competent jurisdiction, such unenforceability shall render void the entire Consent Decree and return the Parties to their legal positions immediately prior to the Effective Date. If, however, any provision of the Consent Decree other than the automatic termination provision is held unenforceable by any court of competent jurisdiction, the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

⁵² See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.530.

36. **Invalidity.** 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.

37. **Subsequent Rule or Order.** The Parties agree that if any provision of this Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except a Rule or Order for which the Commission does not explicitly indicate an intent to have a service-wide applicability and/or an Order specifically intended to revise the terms and conditions of this Consent Decree to which CEB does not expressly consent) that provision will be superseded by such Rule or Order.

38. **Successors, Assigns, and Transferees.** CEB agrees that the terms and conditions of this Consent Decree shall be binding on its successors, assigns, and transferees, for the duration of the agreement. In the event that the Commission authorizes CEB to assign or transfer CEB's license during the term of this agreement, CEB will file a compliance report at the time of sale which details all steps taken to satisfy the obligations under Paragraph 30, as well as its certification thereto.

39. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties concerning the Violations, as discussed herein.

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

41. **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.

42. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

43. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile). Each counterpart, when executed and delivered, shall be

an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

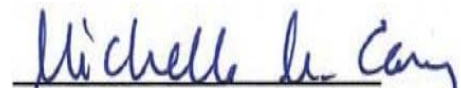
Michelle M. Carey
Chief, Media Bureau

Date

Gerald Woolverton
President
Calvary Educational Broadcasting Network, Inc.

Date

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Michelle M. Carey
Chief, Media Bureau

9-15-20

Date

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9-15-20
Date