

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

In re Application of)
)
Guam Educational Telecommunications Corp.) Facility ID No. 25511
For Renewal of License of Noncommercial) LMS File No. 000020114
Educational Television Station KGTF(TV),)
Hagatna, Guam)

ORDER

Adopted: January 16, 2026

Released: January 20, 2026

By the Acting Chief of the Media Bureau and Acting Chief of the Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau and Enforcement Bureau (Bureaus) and Guam Educational Telecommunications Corp. (Licensee), licensee of non-commercial educational (NCE) television station KGTF(TV), Hagatna, Guam (KGTF or Station). The Consent Decree resolves issues arising from the Bureaus' investigations and the Media Bureau's review of the captioned license renewal application (Application) for the Station.¹ In particular, the Consent Decree resolves the Bureaus' investigations of the Licensee's compliance with the filing requirements contained in (1) sections 73.2080(c)(6) and 73.3527(e)(6) of the Commission's rules (Rules), which requires NCE stations to upload their annual EEO public file report to their online public inspection file (OPIF)² and (ii) section 73.3527(e)(8) of the Rules, which requires NCE stations to upload on a quarterly basis issues/programs lists to their online public inspection file.³ The Media Bureau finds that through adoption of this Consent Decree, grant of the Application is in the public interest.

2. The Bureaus and the Licensee have negotiated the terms of the attached Consent Decree in which the Licensee agrees, among other things, to implement a compliance plan to ensure future compliance with sections 73.2080(c)(6), 73.3527(e)(6), and 73.3527(e)(8) of the Rules.⁴ In addition, in lieu of making a voluntary contribution to the United States Treasury, the Licensee agrees to have its license renewed for a shortened license period of two years, instead of a full term of eight (8) year term. After reviewing the terms of the Consent Decree, the Bureaus find that the public interest will be served by its approval and by terminating all pending investigations described in paragraph 1. The Media Bureau finds that the Station has served the public interest, convenience, and necessity during the subject license term and that grant of the Application is warranted pursuant to section 309(k)(2) of the Communications Act of 1934, as amended.⁵ We find that nothing in the record creates a substantial and

¹ Application of Guam Educational Telecommunications Corp. for Renewal of License, LMS File No. 0000201140 (filed Sept. 29, 2022; amended Dec. 20, 2022; amended May 19, 2023; amended Nov. 18, 2024) (Application).

² 47 CFR §§ 73.2080(c)(6) & 73.3527(e)(6).

³ 47 CFR § 73.3527(e)(8).

⁴ 47 CFR §§ 73.2080(c)(6) & 73.3527(e)(6), (e)(8).

⁵ In evaluating an application for license renewal, the Commission's decision is governed by section 309(k) of the Act. *Id.* That section provides that the Commission shall grant the renewal application if, upon consideration of the application and pleadings, it finds that: (1) the station has served the public interest, convenience, and necessity; (2) there have been no serious violations of the Act or the Rules; and (3) there have been no other violations which, taken together, constitute a pattern of abuse. *See* 47 U.S.C. § 309(k)(1). If, however, the licensee fails to meet that standard, the Commission may deny the application—after notice and opportunity for a hearing under section 309(e) (continued....)

material question of fact as to whether the Licensee possesses the basic qualifications to hold a Commission authorization or remain a Commission licensee.

3. **ACCORDINGLY, IT IS ORDERED** that, pursuant to section 4(i) the Communications Act of 1934, as amended,⁶ and by the authority delegated by sections 0.61, 0.111, 0.204, 0.283, 0.311 and 1.93(b) of the Commission's rules,⁷ the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification, and incorporated by reference.

4. **IT IS FURTHER ORDERED** that the investigatory matters noted above **ARE TERMINATED** in accordance with the terms of the attached Consent Decree.

5. **IT IS FURTHER ORDERED** that, pursuant to section 309(k)(2) of the Communications Act of 1934, as amended,⁸ the application of Guam Educational Telecommunications Corp. for renewal of its license, as captioned above, **IS GRANTED** for a period of two (2) years in accordance with the terms of the attached Consent Decree.

6. **IT IS FURTHER ORDERED** that copies of this Order and Consent Decree shall be sent, by First Class and Certified Mail, Return Receipt Requested, to Guam Educational Telecommunications Corp., P.O. Box 21449, Barrigada, Guam 96921 and by e-mail to lhernandez@pbsguam.org. A copy will also be sent to Station's counsel, Emilie de Lozier, Wilkinson Barker Knauer, LLP, 1800 M Street NW, Suite 800N, Washington, DC 20036 and by e-mail to edelozier@wbklaw.com.

FEDERAL COMMUNICATIONS COMMISSION

Erin Boone
Acting Chief
Media Bureau

and

Patrick Webre
Acting Chief
Enforcement Bureau

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of the Act—or grant the application “on terms and conditions as are appropriate, including renewal for a term less than the maximum otherwise permitted.” 47 U.S.C. §§ 309(k)(2), 309(k)(3).

⁶ 47 U.S.C. § 154(i).

⁷ 47 CFR §§ 0.61, 0.111, 0.204, 0.283, 0.311, & 1.93(b).

⁸ 47 U.S.C. § 309(k)(2).

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

In re Application of)
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Guam Educational Telecommunications Corp.) Facility ID No. 25511
For Renewal of License of Noncommercial) LMS File No. 0000201140
Educational Television Station KGTF(TV),)
Hagatna, Guam)

CONSENT DECREE

1. The Media Bureau and Enforcement Bureau of the Federal Communications Commission (hereafter Bureaus, as defined below) and Guam Educational Telecommunications Corp. (Licensee, as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureaus' investigations into compliance with (i) sections 73.2080(c)(6) and 73.3527(e)(6) the Commission's rules (hereafter Rules, as defined below),¹ which requires NCE (as defined below) stations to upload their annual EEO public file report to their OPIF (as defined below) and (ii) section 73.3527(e)(8) of the rules which requires NCE stations to upload on a quarterly basis issues/programs lists to the their online public inspection file.² To resolve this matter, the Licensee agrees to implement a comprehensive Compliance Plan (as defined below) to ensure its future compliance with sections 73.2080(c)(6), 73.3527(e)(6) and (e)(8) of the Rules.³ The Bureaus agree to terminate their investigations, and the Media Bureau agrees to grant the Application (as defined below) for a period of two years in accordance with the terms of this Consent Decree.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:⁴

- (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 Bureaus adopting the terms of this Consent Decree without change, addition, deletion, or modification.
- (c) "Application" means the application of Guam Educational Telecommunications Corp., for renewal of the television broadcast license for station KGTF(TV), Hagatna, Guam (Facility ID No. 25511), LMS File No. 0000201140 (as amended).
- (d) "Bureaus" means the Media Bureau and Enforcement Bureau of the Federal Communications Commission.
- (e) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.
- (f) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which the Licensee is subject by virtue of it being a Commission licensee.

¹ 47 CFR §§ 73.2080(c)(6) & 73.3527(e)(6).

² 47 CFR § 73.3527(e)(8).

³ 47 CFR §§ 73.2080(c)(6) & 73.3527(e)(6), (e)(8).

⁴ These definitions apply to all sections of this Consent Decree, including Section III – Terms of Agreement.

- (g) “Compliance Officer” means a responsible party employed by the Licensee to be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Licensee complies with the terms and conditions of the Compliance Plan and this Consent Decree, as described in paragraph 16.
- (h) “Compliance Plan” means the processes and procedures developed by the Licensee in an effort to ensure compliance with 47 CFR § 73.2080(c)(6) and 47 CFR § 73.3527, generally, including 47 CFR § 73.3527(e)(6) and (e)(8).
- (i) “Covered Employees” means all employees, volunteers, and agents of the Licensee, who are responsible for performing, supervising, overseeing, or managing activities related to the maintenance of the Station’s OPIF.
- (j) “EEO Annual Report” means the report required by 47 CFR § 73.2080(c)(6) that must be uploaded to a station’s online public inspection file.
- (k) “Effective Date” means the date on which the Bureaus release the Adopting Order.
- (l) “Investigations” means the Enforcement Bureau’s examination into compliance with 47 CFR § 73.3527(e)(6) and the Media Bureau’s examination of compliance with 47 CFR § 73.3527(e)(8).
- (m) “Licensee” means Guam Educational Telecommunications Corp., and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (n) “NCE” means noncommercial educational television station as defined by 47 CFR § 73.621.
- (o) “OPIF” means the Station’s online public inspection file as defined by 47 CFR § 73.3527.
- (p) “OPIF Rule” means the requirements detailed in 47 CFR § 73.3527 in its entirety, as well as 47 CFR 73.2080(c)(6).
- (q) “Parties” means the Licensee and the Bureaus, each of which is a “Party.”
- (r) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (s) “Station” means station KGTF(TV), Hagatna, Guam (Facility ID No. 25511).

II. BACKGROUND

3. On September 29, 2022, the Licensee timely filed the Application. The Licensee disclosed in the Application that while it timely prepared and uploaded to the Station’s website its EEO Annual Reports for calendar years 2014 through 2021, it failed to also upload the documents to its OPIF.⁵ A review by Media Bureau staff of the Station’s OPIF also revealed numerous late-filed issues/programs lists, some of which the Licensee later amended its Application to disclose.⁶ As of the Effective Date, all OPIF documents, including EEO Annual Reports and issues/programs lists, have now been placed in the Station’s OPIF. Based on the Licensee’s disclosures in the Application, the Bureaus commenced the Investigations and suspended processing the Application.

4. *EEO Annual Reports.* Sections 73.2080(c)(6) and 73.3527(e)(6) of the Rules require a NCE licensee to place its station’s EEO Annual Report in its OPIF and on its website, if it has one, by the

⁵ Application at Attach., KGTF Public File Exhibit.

⁶ *Id.* at Attach., Purpose of Amendment 5-19-2023. All issues/programs lists have now been placed in the Station’s OPIF.

anniversary of the date a station is due to file its license renewal application.⁷ A station's EEO Annual Report includes critical information concerning its recruitment activity, including: (i) a list of full-time vacancies over the prior year; (ii) the recruitment sources utilized to fill full-time vacancies; (iii) the recruitment source that referred the hiree for each full-time vacancy; (iv) data reflecting the total number of persons interviewed for full-time vacancies and the total number of interviewees referred by each recruitment source; and (v) a list and brief description of its recruitment initiatives.⁸

5. According to the Licensee its EEO Annual Reports were timely prepared and uploaded to the Station's website; however, from 2014-2021, it admits that it failed to upload copies of those reports to the Station's OPIF.⁹ The Licensee states that this failure was the result of a "misunderstanding" among Station staff that copies were also to be uploaded to the Station's OPIF. The Licensee discovered the error in preparing its renewal application, and has since "taken corrective action" to ensure timely posting to OPIF in the future. All subsequent EEO Annual Reports have been timely filed.

6. *Issues/Programs Lists.* Section 73.3527(e)(8) of the Rules requires every NCE television licensee to place in its OPIF, on a quarterly basis, an issues/programs list that details programs that have provided the station's most significant treatment of community issues during the preceding three-month period and must include a brief narrative of the issues addressed, as well as the time, date, duration, and title of each program in which the issues were treated.¹⁰ Issues/programs lists must be placed in the station's OPIF by the tenth day of the succeeding calendar quarter and copies must be retained until final action on the station's next license renewal application.¹¹ In total, the Licensee failed to upload in a timely manner to its OPIF a total of 27 issues/programs lists. Specifically, the Licensee uploaded nine lists between three days and less than one month late; eight lists between one month and less than one year late; and 10 lists between one year and almost two and one half years late. These late uploads occurred between 2015 and 2023. Since 2023, all issues/programs lists have been placed in the Station's OPIF in a timely manner.

7. The Bureaus and the Licensee have negotiated the terms of the Consent Decree, subject to specific terms and conditions by which the Bureaus will terminate the Investigations into the matters discussed above and grant the Application for a short term renewal period of two years. In consideration, the Licensee has also agreed to implement and maintain a Compliance Plan designed to ensure its future compliance with the OPIF Rule.

III. TERMS OF AGREEMENT

8. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be incorporated by reference by the Bureaus in an Adopting Order without change, addition, deletion, modification.

9. **Jurisdiction.** The Licensee agrees that the Bureaus have jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

10. **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.

⁷ 47 CFR §§ 73.2080(c)(6) & 73.3527(e)(6).

⁸ 47 CFR §§ 73.2080(c)(6).

⁹ Application at Attach., KGTF Public File Exhibit. The late filing for 2014 occurred during the prior license term. The Station's current license term began on February 24, 2015. *See* BREDT-20140930ADA.

¹⁰ 47 CFR § 73.3527(e)(8).

¹¹ *Id.*

11. **Violations**. The Parties agree that any violation of the Adopting Order or the terms of this Consent Decree, in whole or in part, 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.

12. **Admission of Facts**. The Licensee admits for the purpose of this Consent Decree, and in express reliance on the provisions of paragraph 13 herein, that paragraphs 3 through 6 are a true and accurate description of the facts underlying the Investigations. By entering into this Consent Decree, the Licensee makes no admission of liability or violation of any Communications Law, and the Bureaus make no finding of any liability or violation.

13. **Termination of Investigations**. In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureaus agree to terminate the Investigations and to take the actions specified in paragraph 15. In consideration for the termination of the Investigations, the Licensee agrees to the terms, conditions, and procedures contained herein, including the actions specified in paragraphs 16, 17, and 19 of this Consent Decree. The Bureaus further agree that, in the absence of new material evidence, the Bureaus will not use the facts developed in the Investigations through the Effective Date, or the existence of this Consent Decree, to institute, on their own motion or in response to any petition to deny or other third-party objection, any new proceeding (formal or informal) or take any action on its own motion against the Licensee concerning the matters that were the subject of the Investigations. The Bureaus also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigations through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding (formal or informal) to set for hearing the question of the Licensee's basic qualifications to be a Commission licensee or to hold Commission licenses or authorizations.¹²

14. **Subsequent Investigation**. This Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by the Licensee with the Rules or Act or from adjudicating complaints or other adjudicatory pleadings filed by third parties against the Licensee for alleged violations of the Communications Laws or for any alleged misconduct, regardless of when such misconduct took place. Further, except as expressly provided herein, the Licensee acknowledges that the Commission retains the discretion and authority to propose sanctions against the Licensee, including the issuance of notices of apparent liability for forfeiture, for any apparent willful and/or repeated violation by the Licensee of the Rules or Act. The Commission's adjudication of any complaints or potential violations will be based solely on the record developed in subsequent proceedings.

15. **Grant of Application**. In the Adopting Order, the Media Bureau has determined that grant of the Application is in the public interest, convenience, and necessity, and consistent with 47 U.S.C. § 309(k)(2). The Media Bureau agrees to grant the Application within two business days of the Effective Date. The license will be granted for a period of two years with an expiration date set as two years from the Effective Date. The license renewal authorization will be conditioned on compliance with all the terms and conditions of this Consent Decree.

16. **Compliance Officer**. Within thirty (30) calendar days after the Effective Date, the Licensee shall designate a responsible party employed (on a full, part-time, or contract basis) to serve as a Compliance Officer and to discharge the duties set forth in paragraphs 17 and 19. The Compliance Officer must be provided all necessary corporate and organizational authority to ensure they are able to discharge their duties. The Compliance Officer shall report directly to the Licensee's Chief Executive Officer (or other senior executive officer/owner/equivalent senior officer) on a regular basis, and shall be responsible for developing, implementing, and administering the Compliance Plan, and ensuring compliance with the terms and conditions of this Consent Decree. The Compliance Officer shall have specific knowledge of the OPIF Rule and terms of this Consent Decree prior to assuming their duties.

¹² See 47 CFR § 1.93(b).

The name and contact information (mailing address, phone number, and electronic mail address) of the Compliance Officer must be submitted to the Bureaus by electronic mail at VideoCompliance@fcc.gov and EB-EEO@fcc.gov within thirty (30) calendar days after the Effective Date. The Bureaus must be notified, as previously specified, of any change in the person serving as Compliance Officer within five (5) business days.

17. **Compliance Plan**. For purposes of settling the matters set forth herein, the Licensee agrees that it shall develop and implement a Compliance Plan designed to ensure future compliance with the OPIF Rule and with the terms and conditions of this Consent Decree. The Compliance Plan shall solely apply to the Station. The Compliance Plan shall contain, at a minimum, the following elements:

- (a) **Compliance Manual**. Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Officer shall distribute a Compliance Manual that they have personally prepared, has been prepared by in-house legal counsel, or has been prepared by a third party, such as a trade association or a law firm. The Compliance Manual shall:
 - i. thoroughly explain the requirements embodied in the OPIF Rule;
 - ii. establish “Operating Procedures” that Covered Employees must follow to help ensure the Station’s compliance with the OPIF Rule. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that all required information is uploaded to the Station’s OPIF in a timely manner and otherwise maintains full, complete, and up to date information therein; and
 - iii. be reviewed and revised by the Compliance Officer, or legal counsel (internal or external) in coordination with the Compliance Officer, as necessary to ensure that the information set forth therein remains current, complete, accurate, and effective. The Compliance Officer shall distribute any revisions to the Compliance Manual within ten (10) business days of any updates to all Covered Employees.
- (b) **Compliance Training Program**. Within sixty (60) calendar days after the Effective Date of this Consent Decree, and on an annual basis thereafter while this Compliance Plan remains in effect, the Licensee will conduct a formal compliance training program on the OPIF Rule for all Covered Employees. Training must also be provided to every new Covered Employee within ten (10) business days after commencing employment or becoming a Covered Employee. The compliance training program must include instruction relating to the provisions of the OPIF Rule. The compliance training must be reviewed and revised by the Compliance Officer, or legal counsel (internal or external) in coordination with the Compliance Officer, as necessary to remain current, complete, accurate, and effective.
- (c) **Reporting Noncompliance**. The Licensee shall report any instance of noncompliance with the OPIF Rule or the terms and conditions of this Consent Decree within ten (10) business days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each such instance of noncompliance; (ii) the steps that the Licensee has taken or will take to remedy such noncompliance; (iii) the schedule on which such action(s) has or will be taken; and (iv) the steps that the Licensee has taken or will take to prevent the recurrence of any such noncompliance. Any such report must be signed by the Compliance Officer and be subscribed to as true and accurate under penalty of perjury in accordance with 47 CFR § 1.16. All reports of noncompliance shall be submitted to VideoCompliance@fcc.gov and EB-EEO@fcc.gov. All reports must also be uploaded to the Station’s OPIF within ten (10) business days in the folder entitled “FCC Investigations or Complaints” and retained in the Station’s OPIF until the “Termination Date,” as specified

in paragraph 18. Further, the Licensee must disclose any noncompliance reports in an attachment to its next license renewal application.

18. **Termination Date.** The obligations to which the Licensee is subject pursuant to this Consent Decree shall terminate upon grant of the Station's next license renewal application. During the pendency of the Station's next license renewal application the terms of this Consent Decree, including the terms of the Compliance Plan, remain in effect.

19. **Placement of Consent Decree in OPIF.** Within thirty (30) days of the Effective Date the Licensee shall place in its OPIF a copy of this Consent Decree in the folder entitled "FCC Investigations or Complaints" which is located under the "More Public Inspection Files" tab. The Consent Decree shall be retained in the Station's OPIF until grant of the Station's next license renewal application.¹³

20. **Computation of Time.** The Parties agree that the method for computing the amount of time within which the Parties must act in response to deadlines established by this Consent Decree shall be governed by 47 CFR § 1.4.

21. **Waivers.** As of the Effective Date, the 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. The 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 Consent Decree or Adopting Order, neither the Licensee nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Licensee shall waive any statutory right to a trial *de novo*. The Licensee hereby agrees to waive any claims it may have under the Equal Access to Justice Act¹⁴ relating to the matters addressed in this Consent Decree.

22. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather 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.

23. **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.

24. **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 an order specifically intended to revise the terms of this Consent Decree to which the Licensee does not expressly consent) or any federal law or regulation, that provision will be superseded by such Rule, Order, law, or regulation.

25. **Successors and Assigns.** The Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees unless otherwise agreed to by the Commission or Bureaus.

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

¹³ See 47 CFR § 73.3526(e)(10) (requiring stations to place in their OPIF "[m]aterial relating to FCC investigation or complaint" and instructing that such material "be retained until the applicant, permittee, or licensee is notified in writing that the material may be discarded").

¹⁴ See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

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. 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.

30. **Counterparts**. This Consent Decree may be signed in counterparts (including electronically or 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.

Federal Communications Commission

By:

Erin Boone
Acting Chief
Media Bureau

Date

and

Patrick Webre
Acting Chief
Enforcement Bureau

Date

Guam Educational Telecommunications Corp.

By:

Ina Carillo
General Manager

Date