

YOUTH SERVICES POLICY

Title: Leisure and Recreation Activities	Type: C. Field Operations Sub Type: 1. General Number: C.1.12
Page 1 of 5	
References: Copyright Act of 1976, Public Law No. 94-553, 90 STAT. 2591; 17 USC 110; ACA Standards 2-CO-5C-01 (Administration of Correctional Agencies); 4-JCF-4B-10, 4-JCF-5G-01, 4-JCF-5G-02, 4-JCF-5G-03, 4-JCF-5G-04, 4-JCF-5G-05 and 4-JCF-5G-06 (Performance-Based Standards for Juvenile Correctional Facilities); YS Policy Nos. B.2.7 "LAMOD Program and Youth Stage Procedures" and B.9.1 "Youth Welfare Fund (YWF)"	
STATUS: Approved	
Approved By: <i>Otha "Curtis" Nelson, Jr., Deputy Secretary</i>	Date of Approval: 09/18/2023

I. AUTHORITY:

Deputy Secretary of Youth Services (YS) as contained in La. R.S. 36:405. Deviation from this policy must be approved by the Deputy Secretary.

II. PURPOSE:

To establish guidelines regarding leisure and recreational activities, television programming, and travel related to recreational activities for youth housed in a YS secure care facility.

III. APPLICABILITY:

Deputy Secretary, Assistant Secretary, Undersecretary, Chief of Operations, Youth Facilities Director - Statewide, Executive Management Advisor and Facility Directors.

Due to the size of the secure care facilities, the Undersecretary/designee is responsible for ensuring that a "Public Performance Site License" (see attachment) is obtained to show rented movies or films.

Facility Directors are responsible for ensuring that staffing is adequate for proper recreation and security supervision of youth during activities, and implementing and maintaining compliance with this policy.

IV. DEFINITIONS:

Public Performance Site License – A site-based license that allows a facility to exhibit copyrighted entertainment movies licensed for “Home Use Only” in a specific public setting.

Unit Management Team – A team of individuals consisting of social services and juvenile justice staff, working as a team assigned to a particular housing unit in order to promote the rehabilitative needs of the youth, to determine furlough eligibility, to promote cooperation among the staff and youth, to develop further agreed upon norms and expectations of the youth, to oversee the safety and security in the unit, and to facilitate groups.

Youth Welfare Fund (YWF) - Abandoned property in the form of legal tender, self-generated funds earned through fundraising, donations and interest income earned from the investment of youth money maintained by the DPS&C - Corrections Offender Banking Section (refer to YS Policy No. B.9.1).

V. POLICY:

It is the Deputy Secretary's policy that youth be afforded appropriate and adequate leisure and recreational activities. Recreational and leisure activities shall be supervised by designated staff and planned for the purpose of maintaining good morale, improving physical fitness and well being, teaching new leisure-time skills and preventing idleness. In addition, YS promotes activities for participation by youth in community services and youth volunteer programs when feasible. Such activities can instill a sense of community pride in staff and youth, as well as provide appropriate and varied leisure time activities.

A “Public Performance Site License” for video performance shall be obtained by YS Central Office. This license is required to allow secure care facilities to show rented or purchased movies or films for recreational leisure activities. No such license is required to show movies or films for educational or training purposes. No films taped or dubbed from other tapes and/or pay television shall be shown due to copyright laws.

Each Facility Director shall develop Standard Operating Procedures (SOPs) pertaining to youth related leisure and recreational activities inclusive of inter-facility travel related activities and television programming. The Facility Director shall be responsible for establishing guidelines for leisure and recreational activities appropriate to the needs of the youth.

VI. DAILY RECREATIONAL ACTIVITIES/STRUCTURED RECREATIONAL PROGRAM:

- A. A minimum of one (1) hour per day of physical/outdoor exercise for large muscle development and one (1) hour per day of structured leisure activities shall be provided each youth, weather permitting, unless contra-indicated for medical or safety reasons. A contingency plan shall be developed for physical exercise in the event of inclement weather.
- B. Adequate outdoor/indoor recreational equipment and activities shall be available in each housing unit and shall include equipment and activities for special needs youth, when applicable.
- C. The recreational program shall include a wide variety of physical activities, physical skill building to help maintain lifetime health and fitness, encouragement of youth to self-monitor and set personal fitness goals, as well as expressed interests of the youth and a means to individualize the intensity of activities and measure individual improvement.
- D. The outdoor exercise and leisure activity shall be documented in the housing unit logbook in accordance with the daily schedule of activities.
- E. Youth shall be permitted to shower after any strenuous exercise.

VII. TRAVEL-RELATED RECREATIONAL ACTIVITIES:

- A. No state funds shall be used to pay the cost of inter-facility youth travel associated with recreational activities.
- B. Facility Directors may utilize the Youth Welfare Funds (YWF) for cost associated with such travel. (Refer to YS Policy No. B.9.1)
- C. Costs for such travel may be estimated based upon the average hourly rate for Juvenile Justice Specialists (JJS) and other direct care staff, state rate for mileage or other applicable factors.
- D. Facility Directors shall ensure that financial records relating to such travel are appropriately documented and maintained.
- E. Individual youth participation in community services, volunteer programs and restorative justice projects shall be documented by the youth's Case Manager in JETS in a Weekly Contact Progress Note.

VIII. TELEVISION PROGRAMMING:

- A. Facility Directors may utilize local television programming, cablevision services, satellite dishes, videotape and DVD rentals and sales or other appropriate means to provide basic and educational television in accordance with state and federal laws and regulations. (Refer to Section V of this policy for information about the "Public Performance Site License".)
- B. Television viewing shall only be utilized for treatment, programmatic and educational purposes; however, the Group Leader may decide to use it for special events or free time activities that promote the treatment process.

Television may be restricted if the youth group is exhibiting inappropriate behavior. (Refer to the LAMOD Staff Manual, which is an attachment to YS Policy No. B.2.7.)

- C. Programming for cablevision/satellite services must be available in such a manner as to exclude premium movie channels, music video channels and other expanded service programs which are not authorized.
1. Examples of basic channels allowed without restriction (not all inclusive due to variations in channels available):
 - Local television station(s);
 - Educational channels (Louisiana Public Broadcasting, The Learning Channel, The Discovery Channel, The History Channel, National Geographic, etc.);
 - Cable News Network;
 - ESPN;
 - WTBS;
 - WGN;
 - USA;
 - TNT;
 - Nickelodeon;
 - Independent Television; and
 - OLN.
 2. Examples of expanded basic, music video, and premium channels not allowed (not all inclusive due to variations in channels available):
 - Home Box Office (HBO);
 - Cinemax;
 - Encore;
 - Starz;

- Pay Per View;
 - The Playboy Channel;
 - FLIX;
 - Music Video Channels (MTV, TNN, CMT, etc.);
 - Shopping Channels (QVC, Home Shopping Network, etc.);
 - Bravo; and
 - Fuse.
- D. Programs rated "R" or "X" are not allowed. This includes television, movies, broadcasts, music videos, CDs, DVDs and other forms of programming. Television videos/DVDs rated "R" or "X" are not allowed.
- E. Game systems videos/DVDs rated "T" (Teen), "M" (Mature), "AO" (Adults Only) or "RP" (Rating Pending) are not allowed.
- F. Facility Directors shall provide for periodic review and monitoring of television programming to upgrade or delete services as appropriate, as well as periodic review and monitoring of game systems videos/DVD ratings for appropriateness.

X. QUALITY ASSURANCE:

Facility Directors/designees shall monitor compliance with the stipulations of this policy and ensure that all activity is in compliance with the procedures set forth.

Previous Regulation/Policy Number: C.1.12

Previous Effective Date: 09/09/2022

Attachments/References: 2023-2024 Public Performance Licensing Agreement

**SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
FOR CORRECTIONAL INSTITUTIONS**

This AGREEMENT is made on this 18th day of April 2023, between **LOUISIANA DEPT OF YOUTH SERVICES** ("Licensee" herein) and **SWANK MOTION PICTURES, INC.** (Licensor) ("Swank" herein), a Missouri corporation.

1. SUBJECT MATTER AND TERM OF AGREEMENT

Swank is an authorized Licensor and Distributor of copyrighted motion pictures from a legally obtained source ("DVDs, Digital Versions with DRM or content from legal streaming sites" herein) for group non-theatrical public performances. Licensor desires to license content to Licensee for public performance exhibitions in a designated facility/facility to a group of individuals. The Licensee desires to exhibit licensed content from Swank on the terms and conditions set forth herein.

The term of this Agreement shall commence on **July 1, 2023**, and continue through **June 30, 2024**, after which it shall expire unless renewed or renegotiated by mutual agreement of the parties.

2. LICENSE

Product is defined as a license provided to a facility/facility for group non-theatrical public performance showings of entertainment content from various Producers. The Producers listed are those supplying titles at the time of this printing and are subject to adjustment throughout the life of this Agreement.

During the term of this contract, Swank shall license Licensee for public performance in its facility on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit content for showings only at its location(s) listed in **Exhibit A**. Licensee shall be entitled to choose from Swank's current and future list of available movies for public performance purposes which include titles distributed by Paramount Pictures, Warner Bros, Bleecker Street, Fine Line Features, Lorimar Productions, New Line Cinema, Picturehouse, RKO Films, The Ladd Company, Turner Pictures, Warner Independent Pictures, Warner Premier, A24 Films, STX Entertainment, MGM/UA, American International, Orion, United Artists, Lions Gate Films, Trimark, Sony Pictures, Columbia Pictures, Epic Productions, Tristar Pictures, Triumph Films, Paramount Vantage, NBC Universal Pictures, Polygram, Focus Features, Gramercy, October /films, USA Films, Summit Entertainment, Lantern Entertainment, Buena Vista Distribution, Hollywood Pictures, Miramax, Touchstone Pictures and Walt Disney Pictures. Rentals and or purchases of titles covered by this Agreement are at the expense of the Licensee.

3. LICENSE FEE

In consideration of the License, the **LOUISIANA DEPT OF YOUTH SERVICES** shall pay Swank a License Fee of **\$2,538.50** for the listed 12-month period, payable in one installment upon receipt of the invoice. If this Agreement is a multi-year term the License Fee is calculated based on the inmate count and billed at the rate agreed to below. Inmate counts and locations covered are submitted prior to the execution of this agreement and are non-negotiable after the agreement is executed. All licensing fees are applicable to taxes and included in the invoice. See Exhibit A for areas covered as of the start of this Agreement.

4. PAYMENT

**SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
FOR CORRECTIONAL INSTITUTIONS**

The invoice is due and payable upon receipt.

5. ADVERTISING

Swank is authorized by the copyright owners of the content licensed and distributed by Swank to allow advertising of the content as long as the marketing is studio-approved artwork. The content is exclusively licensed for non-theatrical showings and promotions or advertising outside the Licensee Facility/Facilities is strictly prohibited.

6. WARRANTIES

Swank warrants that it is the authorized copyright owner for the titles distributed by Swank and permitted to License the Licensee. In no event shall Swank or Licensee be liable to the other for any special, incidental, indirect, punitive exemplary, or consequential damages, whether foreseeable or not which may arise out of the or in connection with the agreement, regardless of whether either party has been apprised of the possibility or likelihood of such damages occurring, or whether claims are based or remedies sought in contract, tort or otherwise. Licensee shares use reasonable care to ensure the Product is exhibited strictly in accordance with the terms of this Agreement and will promptly notify Swank in writing if any violations of such terms and conditions are discovered.

7. EXCLUSIONS

Licensor will have no responsibility for the decrease in population/facilities covered under this license and will provide no refunds for decreases in license needs during the term. The license explicitly covers group showings and does not include individual viewing on devices. Swank is not responsible for the appropriateness of titles selected by the Licensee.

8. NOTICES

All notices to be given hereunder shall be in writing or delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

IF TO SWANK:

SWANK MOTION PICTURES, INC.

ATTN: TERRI COLYER,
INSTITUTION SALES MANAGER
10795 WATSON ROAD
ST. LOUIS, MO 63127

IF TO LICENSEE:

LOUISIANA DEPT OF YOUTH
SERVICES

ATTN: JASON STARNES
OFFICE OF JUVENILE JUSTICE
PO BOX 66458
AUDUBON STATION
Baton Rouge, LA 70896

or to other addresses as the parties shall specify, or by written notice so given, and shall be deemed to be given as of the date so delivered or mailed.

**SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
FOR CORRECTIONAL INSTITUTIONS**

APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

EXECUTED on the day and year first above written.

Swank Motion Pictures, Inc.

By: Terri Colyer
Name: _____ Terri Colyer _____
Institutional Sales Manager

**LOUISIANA DEPT OF YOUTH
SERVICES**

By: Jason S. Starnes
Name: Jason S. Starnes
Title: Undersecretary

EXHIBIT A

Please see below for a list of locations covered.

LOCATIONS COVERED BY THIS AGREEMENT

- LOUISIANA DEPT OF YOUTH SERVICES