



COURT REPORTERS BOARD OF CALIFORNIA



Best Practice Pointer No. 7 Independent Contractor/Employee Agreements

Just as a good contract can facilitate business by clearly articulating expectations for payment and performance, a good agreement is key to a successful relationship between court reporters and court reporting agencies.

While an agreement cannot cover every eventuality, certain elements clearly stated can prevent misunderstandings down the road. The list of critical elements may include:

- **Valid license**—Require that the court reporter be licensed in California and maintain that license in good standing. The court reporting agency must be a registered firm with the CRB unless wholly owned by a licensed CSR.
- **Transcript due date**—Determine what is considered standard turnaround time versus an expedited order.
- **Work product**—Determine what work product the court reporter is expected to provide the agency in addition to the transcript, i.e., realtime, rough draft, electronic file, exhibits, condensed transcript, word index.
- **Payment**—Determine for what products and services the court reporter will be paid, including appearance fees and future copy orders, and when payment will be made.
- **Client contact**—Determine what direct contact between the court reporter and the client is acceptable regarding transcript orders, including rough drafts.
- **Arrival time**—Set expectations for when the court reporter should arrive at their assignment.
- **Expenses**—Establish whether the court reporter or agency is responsible for miscellaneous expenses such as parking, tolls, shipping expenses, etc.
- **Insurance**—Determine whether the court reporter is required to carry liability and/or errors and omissions insurance.
- **Exhibit handling**—Include how exhibits are to be handled. Define responsibilities related to exhibits.
- **Formatting and Signature**—Establish that the agency will not alter or reformat the transcript, nor execute the Certified Shorthand Reporter's (CSR's) signature without express permission.



BEST PRACTICE POINTER INDEPENDENT CONTRACTOR/EMPLOYEE AGREEMENTS

Agencies and court reporters need to make sure that anything that is important to their function is laid out in the agreement. To help with audits from the Internal Revenue Service, the agreement might contain the following elements:

- **Purpose**—A statement that the agency is organized for the purpose of coordination of the provision of court reporting services between clients (courts, litigants, attorneys) and CSRs, who may be independent contractors.
- **Performance**—Make it clear that the court reporter has sole control over the manner and means of performing the reporting and transcription and that the court reporter recognizes that they are working without supervision.

Additionally, court reporters need to ensure that everything is clearly specified per their expectations. Court reporters frequently receive last-minute calls or messages from agency representatives listing additional terms after the reporter has already agreed to cover a job. Be careful and be clear. The court reporter may be happy to be informed they will be paid for an original plus two copies for a job, only to arrive and find eight attorneys ordering copies.

An extra ten minutes executing an independent contractor/employee agreement or outlining key terms in an email for which there is acknowledgment by both parties may save hours and hours of dispute resolution.

Best practice pointers are not regulations or statutorily mandated. They are a way for the Board to provide guidance on situations not expressly set out in statute or regulation. Although the pointers may be used by licensees as a guide, the Board will not use them as a basis for discipline or enforcement of any type.



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