Contract For Freelance Court Reporting Services
In Judicial Administrative District 1

This contract is made and entered into this day of , 20 by and between the Director of State Courts Office of the State of Wisconsin (hereinafter referred to as "the Director's Office") and (hereinafter referred to as "the court reporter") for freelance court reporting services. Representatives of the Director's Office for purposes of this contract are the District Court Administrator or the Manager – Court Reporting Services of the First Judicial Administrative District of the State of Wisconsin.

Under the terms of this contract the court reporter agrees to complete the assignments made by the Manager – Court Reporting Services or designee until said assignments are complete, including any related transcripts, pursuant to applicable statutes and rules. All questions or concerns regarding assignments should be directed to the Manager – Court Reporting Services or designee who made the assignment. The court reporter agrees to sign and adhere to the "Assistant Court Reporter Oath Of Office" and to perform under this contract in accordance with the best professional standards. On a regular basis throughout the term of this contract the Manager – Court Reporting Services may review the quality, quantity, rate of progress, timeliness of services, and related considerations of this contract to ensure proper court administration.

The court reporter will be contacted to perform freelance court reporting services for the First Judicial District on an as-needed basis. It is understood that the freelance court reporter is not an employee of the State of Wisconsin. The court reporter shall provide the required equipment to provide the needed court reporting services. The court reporter holds the State of Wisconsin harmless from any personal or other liability for the operations of the court reporter.

Effective August 1, 2020, payment for freelance court reporting services shall be rendered at a rate of $216 per day and will be increased to $236 per day if the court reporter has received either National Court Reporters Association (NCRA) certification, National Verbatim Reporters Association (NVRA) certification, or American Association of Electronic Court Reporters and Transcribers (AAERT) certified electronic court reporter and transcriber (CERT) certification. To receive the higher per diem rate the court reporter must submit a copy of the court reporter's NCRA, NVRA, or AAERT CERT certification to the Fiscal Office, Director of State Courts' Office of Management Services, 110 E. Main Street, Room 430, Madison, WI 53703. This per diem rate assumes freelance court reporting services will be provided in court on the record by the court reporter for more than ½ day and will allow for an unpaid lunch break. At the discretion of the Manager – Court Reporting Services, when an assignment requires court reporting services to be performed beyond an eight hour per diem for which the court reporter was assigned, the court reporter will be paid on a straight hourly basis of $27.00 per hour (or $29.50 per hour with evidence of NCRA, NVRA, or AAERT CERT certification) for services rendered in court on the record and/or when on-site availability for a specific court assignment is required.

The court reporter will not be paid for time spent typing transcripts or for time traveling to and from an assignment. If the court reporter is called and appears for an assignment, and if the Manager – Court Reporting Services or designee does not have an alternative assignment to offer the court reporter, the court reporter will be paid for a minimum ½ day work.

The court reporter must submit a completed form CS-152, "Court Reporter Per Diem Voucher", to the Manager – Court Reporting Services who must approve and sign the form prior to submission to the Director of State Courts Office for payment. The court reporter will be paid for the freelance court reporting services as required by s. 16.528, Wis. Stats.

Upon request by the Manager – Court Reporting Services or designee, the court reporter shall deliver the court reporter's notes to the physical custodian in accordance with Trial Court Administration Rule 7 as the rule applies to the First Judicial District. This material shall be held by the court reporter in accordance with the best professional standards of confidentiality.

This contract may be terminated by either party at any time without cause. Should the court reporter terminate this contract, for any reason whatsoever, the court reporter will provide sufficient notice to the Manager – Court Reporting Services to ensure any assignments given to the court reporter can be reassigned without causing hardship to the State of Wisconsin. Even after termination of this contract, the court reporter shall complete all requested transcripts from assignments made under this contract as required by statute and rule, and shall deliver the court reporter's notes in accordance with Trial Court Administration Rule 7 as the rule applies to the First Judicial District. The State of Wisconsin will be liable only for payment for services rendered and accepted by the Director's Office.

This contract becomes effective upon the signature of both parties and will remain in effect until July 31, 2021. This contract may be renewed after the annual review of the terms of this contract.

Signed:_____
Tracy Klappenbach
Manager – Court Reporting Services
First Judicial Administrative District
Director of State Courts Office
State of Wisconsin

Date: _____

Signed:_____

Printed: _____
Freelance Court Reporter

Date: _____

Rate Per Day: _____ $216
_____$236

Appropriate paperwork must be submitted to receive the higher rate.