

Chapter 10 and Appendix B of the Private Forestry Handbook has been updated and incorporates changes to the following procedures:

Chapter 10: Cooperating Forester Application
 Maintaining Cooperating Forester Status
 Terminating the Cooperating Forester Agreement – Cooperating Forester
 Terminating the Cooperating Forester Agreement – DNR
 Cooperating Forester Dispute Resolution Process
 Working with Cooperating Foresters

Appendix B: Cooperating Forester Agreement

Additional minor editorial and formatting changes were made throughout the document.

The Department is now soliciting public comment on the proposed procedural changes contained in Chapter 10 and Appendix B of the Private Forestry Handbook. The proposed procedural changes will be available for comment for 21 days. Once the 21-day public comment period is complete, all comments will be considered. Updated policy and guidance related to the proposed changes will be incorporated into the handbook once it has gone through the public review process.

Please email comment to: ron.gropp@wisconsin.gov

CHAPTER 10

PRIVATE FORESTRY ASSISTANCE

COOPERATING FORESTER PROGRAM

The referral of landowners to Cooperating Foresters is a form of assistance to the forest landowner as authorized by the statutes and ss. [NR 1.212](#) and [NR 1.213](#), Wis. Adm. Code. This chapter provides guidelines for this cooperative effort and provides details related to the administration of the Cooperating Forester Agreement (see Appendix B).

GOAL

To increase the number of landowners seeking professional forestry advice and to promote and facilitate sustainable forest management on as much forest land acreage as possible.

ELIGIBILITY FOR CONSULTING AND INDUSTRIAL FORESTERS

1. Persons or firms desiring to enter into or continue under a Cooperating Forester Agreement shall meet the requirements as specified in s. [NR 1.213](#), Wis. Adm. Code, and the Annual Cooperating Forester Application (Form 2400-96) and Agreement (Form 2400-97). Under the definition in s. [NR 1.21\(2\)\(e\)](#), Wis. Adm. Code, Cooperating Foresters are required to have “a bachelor’s or higher degree in forestry from a school of forestry with a curriculum accredited by the Society of American Foresters or an equivalent degree, as determined by the chief state forester” and outlined **below**:

The criteria for a **substantially equivalent degree** must include a minimum of eleven courses across four broad areas of study as follows:

- a. *Forest Ecology and Biology*: a minimum of one course in each of the following subject areas:
 - Dendrology
 - Forest Ecology
 - Soils
- b. *Measurement of Forest Resource*: A minimum of one course in each of the following subject areas:
 - Forest Measurements
 - Sampling Design and Techniques
 - Surveying and Mapping
- c. *Management of Forest Resources*: A minimum of one course in each of the following subject areas:
 - Forest Management
 - Silviculture
 - Forest Protection
- d. *Forest Resource Policy and Administration*: A minimum of one course in two of the following subject areas:
 - Forest Policy
 - Forest Economics
 - Business Management

Note: Persons identified as a consulting forester in the Department’s consulting forester list as of February 1, 1989, are eligible ("grandfathered") for the Cooperating Forester Program even if they do not meet the educational requirements specified above. If such persons drop off the list because of failure to renew or any other reason, they may not return to the program unless all the current program requirements, including education, are met.

2. Applicants shall meet such other eligibility criteria or comply with such requirements as shall be established by the Chief State Forester as a condition of entering into a Cooperating Forester Agreement.
3. When a business or company (**firm**) seeks participation in Wisconsin’s Cooperating Forester program, all employees and agents acting on behalf of the **firm** must comply with all requirements of the Cooperating Forester Agreement. Degree and annual training requirements only apply to individuals listed as **Cooperating Foresters** and not to “other staff”. It is expected that **Cooperating Foresters** will ensure all work by “other staff” meets appropriate standards.

DEPARTMENT RESPONSIBILITIES

1. Department personnel shall comply with their obligations as outlined in the Cooperating Forester Agreement (see Appendix B).
2. The Division of Forestry shall maintain a directory of cooperating foresters (the directory). The Department will revise the directory annually in July and may publish the *Directory of Foresters* (Publ-FR-021). Copies of the directory may be made available to Cooperating Foresters and the public upon request.

Department foresters may develop local directories for distribution based on all the Cooperating Foresters in the directory that serve the county. Local directories shall not include foresters that are not on the directory from the Central Office. Local directories shall include the following statement: "The Department of Natural Resources presents this listing with no intended endorsement of particular private Cooperating Foresters, their qualifications, or services rendered. The Department does not guarantee or warrant the performance of Cooperating Foresters. No criticism is implied of private foresters not listed."

3. Department foresters shall maintain a record of forestry assistance requests (see Chapter 20), which Cooperating Foresters may review. Department foresters shall make landowner records and pertinent documents available for review. Copies will be provided upon request, subject to charges, in accordance with the Public Records Law, [ch. 19](#), subch. II, Wis. Stats., and s. [NR 2.195](#), Wis. Adm. Code.
4. Department foresters shall allow Cooperating Foresters to check out aerial photos for a period of one week or other mutually agreed time, provided the photos are not needed for an immediate project in the Department office. Cooperating Foresters shall be held responsible for replacement costs if aerial photos are not returned on time or are returned in a damaged condition. Cooperating Foresters shall not be allowed to check out additional photos until they have paid for non-returned or damaged photos.
5. Field staff and Central Office personnel shall assist Cooperating Foresters with NHI (Natural Heritage Inventory) data for actions that are reviewed, funded or approved by the Department such as MFL plans and practices or WFLGP Forest Stewardship plans and practices, to the extent that it is available and accessible, within reasonable workload limitations. Data sharing should follow the procedure outlined in the Appendix 10 of the Forest Tax Law Handbook and adhere to the terms of [NR 29.04](#), Wis. Adm. Code.
 - a. DNR foresters should only provide data to participating Cooperating Foresters. The Department may require Cooperating Foresters to obtain formal education, training or experience in using NHI information.
 - b. Cooperating Foresters may be referred to the standard data request procedure (see <http://dnr.wi.gov> keyword: ER Review) if workload becomes a limiting factor or for projects that the Department does not review, fund or approve.
6. Field staff and Central Office personnel shall assist Cooperating Foresters with Archeological and Historic site information for tracts where they will be providing service to non-industrial private forest owners and the DNR has the responsibility to review, fund or approve the practice. Data sharing should follow the procedure outlined for MFL plans in Appendix 11 of the Forest Tax Law Handbook.
7. Department foresters shall promote the use of Cooperating Foresters. Sections 2 a-e of the Cooperating Forester Agreement provide procedures the department should follow for promoting services of Cooperating Foresters.
8. Supervisory approval for timber marking assistance that deviates from the referral procedure (as discussed in Chapter 30 of this Handbook) is required. Documentation of the supervisory approval which includes the reason for the approval shall be placed in the landowner's file.
9. The Central Office will provide Cooperating Foresters with publications, bulletins, GIS data, stumpage value reports and mandatory practice reports for tax law lands as provided in the Agreement.
10. Annually, the Central Office will send Cooperating Foresters tax-law mandatory practice data. The mandatory practice data is mailed by the end of February each year and includes mandatory practices scheduled in the current year and the next year.

Department Foresters are encouraged to inform the affected landowners that they might be receiving a contact from Cooperating Foresters. That information could be conveyed with a mandatory practice reminder letter to the landowner.

Department Foresters are directed to send mandatory practice reminder letters by March 31 of the year before the practice is scheduled (see Forest Tax Law Handbook).

Department foresters may proceed with timber sale set up assistance to landowners on the tax-law mandatory practice list any time after January 1 of the year the practice is scheduled. Attention will be given to older (backlog) practices first. Work on current year practices may begin only after all backlog practices are completed or accounted.

11. Department Foresters providing private forestry assistance shall annually attend at least 10 hours of professional training relevant to services provided. The Division of Forestry may conduct or sponsor periodic training on current forest management topics for the benefit of both Cooperating Foresters and Department personnel.
12. The Department shall promote cooperation and communication between Department and Cooperating Foresters. **Department and Cooperating Foresters should each:**
 - a. Demonstrate mutual professional respect for one another.
 - b. Recognize that Department and Cooperating Foresters work within different constraints and demands.
 - c. Work together on stand analysis, developing prescriptions, marking timber or other tasks to foster mutual understanding and rapport on resource management and landowner interactions.
 - d. Participate in locally arranged training and peer review opportunities.
 - e. Avoid conflict through proactive communication.
 - f. Take the initiative and make the first contact.
 - g. Show an interest in what others are doing and get involved when practical.
 - h. Talk with one another or other objective experts prior to an issue becoming controversial.
 - i. Keep an open mind and remember that proposals consistent with site capability, the landowner's objectives, Department approved forest management guidelines and (where applicable) specific statutory or administrative rule requirements are valid and legitimate.
 - j. Pursue all reasonable measures to resolve communications problems including personality differences.
 - k. Be prompt in response to review of plans, plan amendments, cost sharing projects and other proposals. If delays are anticipated, say so. Allow one another adequate time to respond.
 - l. Avoid nit picking over inconsequential details or matters of style.

COOPERATING FORESTER RESPONSIBILITIES

1. Cooperating Foresters shall adhere to s. [NR 1.213](#), Wis. Adm. Code, and the terms and conditions of the Cooperating Forester Agreement.
2. Cooperating Foresters shall base their forest management assistance to private landowners on either:
 - a. The silviculture guidelines in Department handbooks, publications and directives **as provided in 3 a. and 3 b. of the Cooperating Forester agreement**; or
 - c. A written, science-based forest management commitment submitted by the Cooperating Forester and approved by the Chief State Forester. A commitment shall describe the Cooperating Forester's silvicultural principles and techniques used for management planning and outline the procedure to monitor the success of the techniques and, when necessary, update plans. A summary of peer-reviewed research or technical references that support the techniques are recommended in management commitment proposals. The **Central Office Private Forestry Specialist, Forest Tax Law Field Specialist, Department Silviculturist, regional foresters and others** may be involved in the review of proposals.
3. Cooperating Foresters are required to contact the Department and obtain its agreement **prior** to initiating any resource management practice that varies significantly¹ from an approved Forest Crop Law (FCL) or Managed Forest Law (MFL) plan or approved cost-sharing program project plan. Plan amendments need to be documented in writing and require signed acknowledgment from the Department and landowner.

¹ A change is not significant if the modified **practice achieves the same objective and maintains landowner agreement. Three examples of changes that are not significant include:**

1. A plan may call for an alternate row thinning of a pine plantation. Instead, the Cooperating Forester decides to take two rows and leave two rows to avoid damage by machinery.
2. A treatment year might be adjusted sooner by a few years, but the residual stocking in a stand would still remain within acceptable levels.
3. A Cooperating Forester elects to use a synthetic weed barrier rather than herbicide.

4. Cooperating Foresters shall submit annual accomplishment reports, and timber stumpage volume and value reports to the Department by July 1st of every year.
5. Cooperating Foresters shall inform the local DNR Forester within a reasonable amount of time (generally a week) if a timber sale referral (tax law or non-tax law) has been contracted or refused, or if a landowner rejects the services offered. Personal contacts, telephone calls, written notes or e-mail are all welcome and acceptable ways to communicate. Cooperating Foresters shall check to assure that the landowner has complied with forest tax land cutting notice requirements and that the Department has approved the cutting notice (either implicitly or explicitly) before commencing a harvest under their supervision. Cooperating Foresters are also encouraged to send a copy of the sale prospectus for any marked timber sale on tax law land to the DNR forester for inclusion in the property file.
6. Cooperating Foresters shall annually attend at least 10 hours of professional training relevant to services provided, and submit annually a Continuing Education report to the Department by July 1st of every year.
7. Cooperating Foresters shall promote communication and cooperation as detailed in paragraph 12 of “Department Responsibilities”, above.
8. Cooperating Foresters shall comply with all provisions specified in the Cooperating Forester Agreement. This includes employees of Cooperating firms and agents acting on behalf of Cooperating Foresters.

PROCEDURE FOR COOPERATING FORESTER APPLICATION

1. Individuals or firms desiring to participate in the Cooperating Forester program as a Cooperating Forester, and be listed as a Cooperating Forester in the published *Directory of Foresters* or the online Forestry Assistance Locator shall submit an application and agreement to the Central Office Private Forestry Specialist, Division of Forestry, utilizing the Cooperating Forester Application (Form 2400-96) and Cooperating Forester Agreement (Form 2400-97). Completed forms are accepted any time during the year, but must be received by **July 1** to be included in the next year’s published *Directory of Foresters*. Applications may be mailed to the following address:

WDNR
PO Box 7921
Madison, WI 53707
Attn: Private Forestry Staff Specialist

2. The application and agreement will remain in effect unless the agreement is:
 - Terminated by the Cooperating Forester
 - Terminated by the DNR
 - Changed or otherwise modified in such a way that would cause a new agreement to be signed and executed by the Cooperating Forester and the DNR
3. The applicant shall provide such information for listing and agree to comply with such requirements as may be required by the Chief State Forester.
4. The Central Office Private Forestry Specialist will review applications for completeness and include successful applicants in the next revision of the published directory and next update of the online Forestry Assistance Locator.
5. A copy of the signed agreement shall be forwarded to the Cooperating Forester.

PROCEDURE FOR MAINTAINING COOPERATING FORESTER STATUS

1. Cooperating Foresters desiring to maintain their status as a Cooperating Forester must submit the following required reports annually on or before **July 1**:
 - Continuing Education Report
 - Annual Accomplishment Report (Form 2400-100)
 - Stumpage Value Report (Form 2400-025)

2. Annual reporting shall coincide with the state fiscal year (**July 1 – June 30**). The maintenance period for submitting all required reports will be from **May 1 – July 1**. The DNR will provide an initial notification followed by periodic reminders during the maintenance period to Cooperating Foresters informing them of the reporting requirements and filing deadlines.
3. All reports are due on or before **July 1**.

PROCEDURE FOR TERMINATING THE COOPERATING FORESTER AGREEMENT – COOPERATING FORESTER

1. A Cooperating Forester may terminate the Cooperating Forester Agreement at any time. The Cooperating Forester must notify the DNR either verbally or in writing of their intent to terminate the agreement. The DNR will follow-up with a written response confirming the Cooperating Forester's intent to terminate the agreement. Once the agreement has been terminated, status as a Certified Plan Writer (CPW) will also be revoked, if applicable.
2. Agreements terminated by Cooperating Foresters can be renewed through the application process at any time if the Cooperating Forester was in good standing with the department when the agreement was terminated and has completed all program requirements. In such cases where the Cooperating Forester was unable to complete requirements during the active agreement, the department may require retroactive completion of program requirements before re-entering the agreement with the Cooperating Forester.

PROCEDURE FOR TERMINATING THE COOPERATING FORESTER AGREEMENT - DNR

1. The DNR reserves the right to terminate the Cooperating Forester Agreement in whole or in part, without penalty, due to non-appropriation of funds or unavailability of DNR staff to provide the cooperative services required in the agreement.
2. The DNR reserves the right to terminate the Cooperating Forester Agreement if through investigation it is determined that the Cooperating Forester did not adhere to the terms and conditions of the Agreement, including but not limited to:
 - a. Failure to adhere to the principles of sound forestry as defined in 3.a-d. of the Cooperating Forester Agreement.
 - b. Failure to meet established deadlines
 - i. Cooperating Foresters must notify the Central Office Private Forestry Specialist by **June 15** if they are unable to meet the reporting deadline of **July 1**. **A 30 day extension may be granted for unforeseen or extenuating circumstances.**
 - ii. Cooperating Foresters who fail to notify the Central Office Private Forestry Specialist and who fail to meet the established reporting deadline of **July 1** will be subject to automatic termination from the Cooperating Forester program. The DNR will send a written notice to the Cooperating Forester indicating that their Cooperating Forester Agreement has been terminated.
 - c. Failure to meet annual Continuing Education requirements
 - i. Wis. Adm. Code s. NR 1.213(3)(d) requires Cooperating Foresters attend a minimum of 10 hours of Department approved training annually.
 - ii. Cooperating Foresters must notify the Central Office Private Forestry Specialist by **June 15** if they are unable to meet the annual requirement of 10 hours of Department approved training by **July 1**. **A 30 day extension may be granted for unforeseen or extenuating circumstances.**
 - iii. Cooperating Foresters who fail to notify the Central Office Private Forestry Specialist and who fail to meet the annual 10 hour training requirement by **July 1** will be subject to automatic termination from the Cooperating Forester program. The DNR will send a written notice to the Cooperating Forester indicating that their Cooperating Forester Agreement has been terminated.
3. Cooperating Foresters whose agreement has been terminated by the department for failure to adhere to the principles of sound forestry, as noted in 2.a. above, may not re-apply to the Cooperating Forester Program, nor may they become a participant in the program through another firm's Cooperating Forester agreement, for a duration of time determined by the Chief State Forester.
4. Cooperating Foresters whose agreement has been terminated by the department for failure to meet established deadlines or annual Continuing Education requirements, as noted in 2.b. and 2.c. above, may not re-apply to the Cooperating Forester Program, nor may they become a participant in the program through another firm's Cooperating Forester agreement, unless they fulfill retroactive completion of any program requirements and were otherwise in good standing in the program, or after 12 months from the time the agreement was terminated.

5. Cooperating Foresters whose agreement has been terminated will be notified by email or by certified mail if no email address was provided, to be sent no later than the next business day.
6. Termination of a Cooperating Forester agreement will result in immediate removal of the Cooperating Forester from the program and revocation of CPW status, if applicable.
7. The DNR's decision to terminate a Cooperating Forester Agreement can be disputed by the Cooperating Forester. The Cooperating Forester must submit their request to dispute the Department's decision in writing to the Central Office Private Forestry Specialist **within 30 days after the decision to terminate the agreement has been made, as noted in the termination letter**. The Cooperating Forester Dispute Resolution Process will be used to address the dispute (See Cooperating Forester Dispute Resolution Process). Cooperating Foresters also have the right to petition for a review of the Department's decision under ch. 227, Wis. Stats.

COOPERATING FORESTER DISPUTE RESOLUTION PROCESS

The intent and purpose of the Cooperating Forester Dispute Resolution Process (DRP) is to establish a process whereby a Cooperating Forester whose Cooperating Forester Agreement has been terminated can dispute the Department's decision to terminate the agreement. The DRP may also be initiated as a result of a recommendation by the expert panel involved in the Tax Law Dispute Resolution Process (Tax Law DRP; Tax Law Handbook, Chapter 31). The DRP shall follow the process outlined below.

Process

To initiate the DRP, the Cooperating Forester must submit an appeal in writing to the Chief State Forester **within 30 days of the decision** to terminate the agreement. The DRP should be completed within 45 days of a Cooperating Forester's request to dispute the department's decision, or referral for action from the Tax Law DRP. The Central Office Private Forestry Specialist will facilitate the DRP and maintain a written record of the action. Travel expenses for the selected DRP panel may be covered by the Division of Forestry. If the dispute to be resolved occurs on land where the DNR does not have access authority, the Cooperating Forester involved will be responsible for obtaining permission from the landowner.

1) Initiation of the DRP and selection of the DRP panel

Upon receipt of a Cooperating Forester's request to initiate the DRP to dispute the termination of a Cooperating Forester Agreement, or upon referral from the Tax Law DRP, the Cooperating Forester in consultation with the Central Office Private Forestry Specialist should assemble a DRP panel within 10 days, if possible and provide the panel selection to the Chief State Forester. The panel selection process should begin with the Cooperating Forester proposing a candidate to represent each of the following groups, for a total of 3 proposed candidates:

1. A District Forestry Leader from a DNR district not involved in the dispute
2. A Cooperating Forester from the current list of Cooperating Foresters.
3. A member of the Wisconsin Society of American Forester (SAF) who is not a DNR forester

It is the responsibility of the Cooperating Forester to ensure the proposed candidates are willing to serve as a member of the DRP panel. If the Cooperating Forester fails to propose candidates who agree to serve on the DRP panel within 10 days of the DRP request, the DRP request will be considered closed and proceedings will not continue.

Once selected, the Cooperating Forester will work with the Central Office Private Forestry Specialist to ensure that the panel is agreeable to both parties and, to the extent possible, consist of candidates who do not have a conflict of interest.

After the selection of the panel, the Central Office Private Forestry Specialist will serve in a support role for the DRP panel but will not be involved in the questioning or decision making. The Central Office Private Forestry Specialist may draft letters and other documents but the DRP panel is responsible for content and review.

Within three days of receiving the final panel selection, the Chief State Forester or their designee will notify all nominated DRP panel members of their selection.

2) Solution obtained by DRP panel

Upon notification and acceptance of their nomination, the DRP panel will designate a team leader. The role of the team leader includes administration of the team and communication of progress and the final recommendation to the Department. The team leader should not have more influence on the final recommendation than any other panel member.

The DRP panel may request the Cooperating Forester and the Department provide a summary of the dispute and any additional evidence needed during the DRP procedure. This material should be provided to the DRP panel within 3 days of a request.

The DRP panel may also convene the parties and/or conduct a site visit for the purpose of hearing the dispute from the parties involved and as an opportunity to gather information. Others may be invited to provide material as needed to present information or to answer questions that the DRP panel may have.

As soon as possible after the DRP panel has been selected, and within 30 day maximum, the DRP panel will determine a solution to the dispute and provide a recommendation to the Chief State Forester. The majority recommendation must be in writing and supported by any relevant evidence, with an explanation of the minority opinion, if one exists.

3) State Forester Decision

Upon receipt of the recommendation from the DRP panel, the Chief State Forester will review the recommendation(s), and render a written decision as soon as practicable. The Chief State Forester may:

1. Accept as written, or accept with modifications, or reject the recommendation of the DRP Panel.
2. Seek additional clarification on the DRP panel's recommendation. In these instances, the Chief State Forester may re-convene the DRP panel. This should occur within 5 days, if practicable, of receipt of DRP panel's recommendation.

WORKING WITH COOPERATING FORESTERS

The Division has created the following guidance for DNR Foresters. The intent and purpose of this guidance is to support the Division's broader intent to build capacity of private sector partners. The central and overarching outcome is to increase the amount of sustainable forest management across the State's landscape.

The following guidance offers ideas on how to think about and work with Cooperating Foresters in the field establishing practices. 'Establishing practices' should be broadly interpreted to include activities which include as well as extend beyond the traditional professional forestry realm.

In a very real sense, DNR Foresters and Cooperating Foresters are colleagues within the broader forestry community. Although DNR and Cooperating Foresters work under different employment constructs and conditions, our collective work and roles are largely interdependent and reliant upon each other. Further, the currency used between colleagues in any profession typically involves the trading of skills, knowledge and understanding in order to achieve a goal or objective. Much of this interdependent interaction and currency exchange between DNR and Cooperating Foresters heavily depends upon mutual trust and respect.

Trust is a primary factor in how people work together, listen to one another, and build effective relationships. Trust is also a critical link to all good relationships, both personal and professional. There are four primary factors that influence the degree to which one person will trust another; those four factors are:

1. **Motivation:** What are you/their motives, and are they in the right place?
2. **Capacity:** Can you/they do the work at hand, and are you/they competent?
3. **Dependable:** Can I count on you/them to do what you/they say you will?
4. **Collegiality:** Is there a united commitment to the common purpose, and do you/they respect their/your abilities to work toward that purpose?

These questions can be used to guide interactions with colleagues in the important work of sustainably managing Wisconsin's forests. With these in mind, here are some examples of how to enhance working relationships with colleagues, such as Cooperating Foresters and other partners:

- ◆ The value and benefit of working alongside our colleagues cannot be emphasized enough. Work face-to-face with Cooperating Foresters and partners as much as possible. Minimize e-mail conversations or drawn-out, back-and-forth email exchanges where so much of the personal touch is minimized, or worse, subject to misinterpretation. When face-to-face is not feasible, use the phone when a more complete conversation is necessary. You will gain

much value from the personal engagement with Cooperating Foresters and partners; the investment of your time will strengthen the interpersonal connection, build trust and establish credibility.

- ◆ Wherever possible, invest your time on the front end of activities as you collaborate and work toward common goals with Cooperating Foresters. For example, proactively engage in pre-planning or pre-sale site visits to understand and discuss landowner goals/objectives, applicable silvicultural options, mitigate issues/concerns, etc. before management plans or cutting notices are submitted for review and approval, if required. Being proactive and addressing these types of issues early-on in the process leads to quicker turn-around with less time spent on reviewing, approving or revising management plans and cutting notices, and reduced costs.

Remember that Cooperating Foresters invest a significant amount of time into plan writing and sale establishment activities. When it is necessary to return a plan for corrections or approve a cutting notice (if required or requested by the landowner), the payoff in efficiencies resulting from your initial investment will be less time, money and mental fatigue (for you and the Cooperating Forester) spent on remedial work.

- ◆ As a follow-up to initial, first-time landowner requests for assistance (e.g. walk-through/cruise of the property, information and education, written management recommendations), reach out to the landowner to determine who is providing assistance to them.

If you aren't all-ready doing this, here's the benefit. Once the service provider is known, it is then possible to reach out directly to that service provider and share the information that you obtained during the initial walk-through with the landowner. It's an efficiency gained, a service boost and helps build the relationship between you, the Cooperating Forester, and the landowner.

- ◆ Involve and include Cooperating Foresters and partners in agency or local training and in-services as much as possible. Involve them in determining mutually beneficial subject matter and in the development of material content.

- ◆ Similarly, engage socially with Cooperating Foresters and partners as opportunities present themselves through informal group gatherings/discussions, locally arranged meet-and-greet social functions, team-building exercises, or other activities deemed appropriate.

PROGRAM OBJECTIVITY

Department foresters must not recommend the services of any specific Cooperating Forester or otherwise demonstrate preferential treatment.

Department foresters should make available to landowners the advertising brochures and pamphlets from all Cooperating Foresters who provide them. This is done as a service to landowners to assist them in selecting a consulting or industrial forester.

It is the policy of the Department to promote a program of *Cooperating Foresters*. If a landowner asks about a consulting or industrial forester who is not a Cooperating Forester, DNR foresters are free to provide factual information of which they are aware. As noted previously, foresters who are not Cooperating Foresters may not be included in locally produced directories. People may also be referred to the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) Hotline (phone 800-422-7128) to check for complaints about foresters or timber producers.

Many DNR foresters maintain lists of timber producers working in their county. Timber producer lists (logger lists) may be provided to people who have need for a timber harvest as recommended by a professional forester. Landowners should not, however, be referred to loggers for forest management advice or guidance on the need for a harvest. A professional forester should provide that information.

Department foresters must not make general allegations that timber producers or loggers might be untrustworthy. Although a prescription to cut timber should come from a forester, landowners are free to sell timber directly to loggers if they wish. There is no regulation that landowners hire a professional forester to conduct timber sales. If land is enrolled in a forest tax program, the only requirement is that a harvest conforms to the silvicultural specifications in a Department approved plan.

APPENDIX B

COOPERATING FORESTER AGREEMENT

State of Wisconsin
Department of Natural Resources
PO Box 7921
Madison, WI 53707

COOPERATING FORESTER AGREEMENT
Section NR 1.21, Wis. Adm. Code
Form 2400-97 Rev. 10-2016

THIS COOPERATIVE AGREEMENT is entered into by and between the **State of Wisconsin Department of Natural Resources (DNR)** and _____ **(Cooperator)**
(Individual / Company Name)

for the purpose of advancing the cause and practice of sustainable forestry, and providing forestry assistance to private forest landowners in the State of Wisconsin.

FOR AND IN CONSIDERATION of the following terms and conditions,

1. The DNR and the Cooperating Forester mutually agree:

- a. To promote cooperation and communication with each other, demonstrate professional respect for one another and recognize that each works within different constraints and demands.
- b. The Cooperating Forester shall receive no consideration from the DNR under this agreement other than the cooperative services provided by DNR as expressly provided herein.
- c. This Cooperative Agreement shall constitute the entire agreement and previous communications or agreements pertaining to the subject of this Cooperative Agreement are superseded. Any change in or amendment to this agreement must be made by a written amendment signed by both parties.
- d. Neither this Cooperative Agreement or any assistance provided pursuant to it, in whole or in part, may be assigned, delegated or subcontracted without the written consent of the DNR.
- e. The Cooperating Forester is an independent contractor for all purposes, including worker's compensation, and is not an employee or agent of the DNR. In addition, the Cooperating Forester shall have sole control over the methods, hours worked, and time and manner of any performance under the agreement other than as expressly required by this Cooperative Agreement. The DNR takes no responsibility for supervision or direction of the performance of the Cooperating Forester or the Cooperating Forester's employees or agents in the performance of forestry assistance. The DNR further agrees that it will exercise no control over the selection and dismissal of the Cooperating Forester's employees or agents.

2. The DNR agrees to:

- a. List the Cooperating Forester in an annual Directory of Foresters (PUB FR-021). The Directory will be prepared and maintained by the DNR and will include foresters subject to a current and valid Cooperative Agreement. The Directory shall be revised annually, based on applications and updates received prior to July 1st, and identify those areas of forestry assistance offered to the public as indicated on the application completed by the Cooperating Forester. In addition to the Directory, the DNR shall maintain an online Forestry Assistance Locator containing DNR Foresters and current Cooperating Foresters as a continually updated directory that specifies contact information, services provided, and counties served. The DNR may also provide this information in other printed or electronic media.
- b. Recommend and encourage landowners seeking assistance or contemplating the implementation of any forestry practice that would benefit from professional assistance to consider hiring a Cooperating Forester.
- c. Provide landowners seeking assistance a list of Cooperating Foresters available to assist them through one of the resources generated in 2.a. of this agreement.
- d. Maintain objectivity and impartiality in the promotion of services offered by Cooperating Foresters in a county.
- e. Upon request, provide the Cooperating Forester with the names, addresses and other pertinent information about landowners who have requested assistance or information from the DNR regarding forestry matters, subject to any restrictions imposed by the Wisconsin Statutes. In addition, the DNR agrees to communicate landowner requests for private forestry assistance to Cooperating Foresters. DNR foresters shall maintain a record of landowner contacts regarding timber sale set up assistance.
- f. Not proceed with timber sale set up assistance unless the DNR Forester has recommended that the landowner obtain assistance from a Cooperating Forester or has been placed on a referral list on behalf of the landowner and the landowner has not received an offer for assistance from a Cooperating Forester. The referral for mandatory tax law practices shall run through January 1 of the year the practice is due and the referral for non-tax law practices shall be for a minimum of 120 days. DNR Supervisors shall also affirm that other requirements in s. NR 1.212(3)(a), Wis. Adm. Code, have been met to the best of their knowledge.
- g. Upon request, and subject to training requirements provided by the DNR, provide Cooperating Foresters with Natural Heritage Inventory (NHI) information for tracts where:
 - i. The Cooperating Forester will be providing service to non-industrial private forest owners, and
 - ii. The DNR has the responsibility to review, fund or approve the practice.
- h. Upon request, and subject to terms and conditions of the Wisconsin Historical Society (WHS), provide Cooperating Foresters with Archeological and Historic site information for tracts where:
 - i. The Cooperating Forester will be providing service to non-industrial private forest owners, and
 - ii. The DNR has the responsibility to review, fund or approve the practice.

- i. Upon request and subject to applicable charges, make available to the Cooperating Forester copies of DNR files relative to forestry assistance and DNR recommendations to landowners for review, within accordance of the Public Records Law, Ch. 19, subch. II, Wis. Stats., and s. NR 2.195, Wis. Adm. Code.
 - j. Upon request, provide the Cooperating Forester with electronic data, including mandatory practices data, for lands enrolled in forest tax law programs (e.g. Forest Crop Law and Managed Forest Law).
 - k. Provide a mechanism for Cooperating Foresters to obtain publically available basic statewide GIS data, and Digital Orthographic Photos, as well as assist in locating other relevant spatial data not hosted by the DNR.
 - l. Upon request, furnish Cooperating Foresters with current stumpage rates and provide technical forestry information that the DNR may publish from time to time.
 - m. Provide Cooperating Foresters with copies of DNR handbooks and directives relevant to private forestry assistance including all resources specified in 3.a. of this Cooperative Agreement.
 - n. Upon request, supply Cooperating Foresters with DNR publications and forms that may be useful in private forestry assistance activities.
 - o. Advise Cooperating Foresters of DNR provided or approved training opportunities, including the annual Cooperating Forester Statewide meeting, which qualifies for up to six Continuing Education (CE) hours.
 - p. Require DNR Foresters providing private forestry assistance to attend at least 10 hours of professional training relevant to the services provided.
 - q. Issue Department directives to its employees to comply with the provisions of this agreement.
- 3. The Cooperator agrees to:**
- a. Manage all lands in a manner which maintains the long-term capacity of the land to provide forest products, uses and values desired by landowners, and is consistent with **silvicultural guidelines and other guidance found in DNR handbooks, program guidance documents, directives, or written science-based forest management commitments submitted to and approved by the Department in advance** (See Private Forestry Handbook, Chapter 10: Cooperating Forester Responsibilities 2.b.).
 - b. When developing forestry recommendations, recognize a landowner's personal land management objectives, use the accepted silvicultural methods (as defined in Section 3.a. of this Cooperative Agreement) and apply the constraints found in relevant statutes or administrative rules.
 - c. Comply with DNR prepared or approved management plans, and if assistance or guidance deviates from DNR prepared or approved management plans, or from the silvicultural standards specified in 3.a. of this agreement, the Cooperating Forester agrees to contact the DNR Forester(s) for the county involved and obtain DNR approval before providing such assistance.

- d. Decline to provide service if a landowner demands assistance that is inconsistent with the terms of this Cooperative Agreement on land that will be continued as a forest use.
- e. Inform the county DNR forester of the Cooperating Forester's knowledge that a referred timber sale request has been contracted or refused by either the Cooperating Forester or the landowner.
- f. Notify landowner contacts of the Cooperating Forester's status as either an industrial forester or private consulting forester; and, if the Cooperating Forester is an industrial forester in any capacity, inform the landowner that on any sale purchased by the Cooperating Forester's employer, the Cooperating Forester will be acting as an agent for the employer rather than for the landowner.
- g. Disclose to landowners any potential conflicts of interest including, but not limited to, those that may arise out of fee structures or relevant associations or affiliations with other service providers, timber producers or mills.
- h. Notify the landowner in writing when the Cooperating Forester is unable to give the landowner sufficient or timely technical forestry assistance as may have been agreed with a landowner and encourage the landowner to contact another Cooperating Forester or the DNR forester.
- i. Not to offer any services the Cooperator is not qualified by training or experience to provide.
- j. Attend in every year (July 1 to June 30) of the effective agreement at least 10 hours of professional continuing education or training relevant to services provided by the Cooperating Forester, and provide this information as requested by the DNR in 3.m. of this agreement
- k. Provide aggregated private forestry assistance information as requested by the DNR in 3.m. of this agreement, but not personal identifiers connecting such information to specific clients except as may be required for the purpose of investigating complaints or resolving disputes through the Dispute Resolution Process.
- l. Provide volume and stumpage value information by sale (whether sold on the basis of scale or lump sum) as requested by the DNR in 3.m. of this agreement, but not personal identifiers-connecting such information to specific clients except as may be required for the purpose of investigating complaints or resolving disputes through the Dispute Resolution Process..
- m. File annual reports of continuing education, as specified in 3.j. of this agreement, and forestry assistance, as specified in 3.k. and 3.l. of this agreement, by July 1st of each year. Forms that shall be submitted by July 1st of every year include:
 - i. Continuing Education Report
 - ii. Annual Accomplishment Report (Form 2400-100)
 - iii. Stumpage Value Report (Form 2400-025)
- n. Provide documentation to support claims of education or qualifications if proof is requested by the DNR.
- o. Pursue permission from the landowner on behalf of the DNR (or a designated panel) to access lands where the DNR does not have access authority when a disagreement, complaint or grievance arises involving actions by the Cooperating Forester on said lands.

- p. The Cooperating Forester shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this Cooperative Agreement.
- q. Maintain worker's compensation insurance where required by law. Provide truthful information about professional liability insurance coverage held by the Cooperating Forester on the Cooperating Forester application, and immediately inform the Central Office Private Forestry Specialist if coverage changes.
- r. In connection with the performance of work under this agreement, not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Cooperating Forester further agrees to take affirmative action to ensure equal employment opportunities. The Cooperating Forester agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DNR setting forth the provisions of this nondiscrimination clause.
- s. Accept full responsibility for the actions of all employees and agents working for or acting on behalf of a Cooperating Forester or Cooperating business or company that are completed under this Cooperative Agreement. Degree and annual training requirements only apply to individuals listed as Cooperating Foresters and not to other staff. It is expected that Cooperating Foresters will ensure all work by other staff meets appropriate standards.

4. Dispute Resolution Process:

In the event of an appeal to a Department decision to terminate this Cooperative Agreement, the Cooperating Forester Dispute Resolution Process (DRP) may be followed. Options for appeal rights are outlined in Chapter 10 of the Private Forestry Handbook under Procedure for Terminating the Cooperating Forester Agreement - DNR. To initiate the DRP, Cooperating Foresters must submit an appeal in writing to the Chief State Forester **within 30 days of the decision**. The DRP may also be used in instances of referral from the expert panel involved in the Tax Law Dispute Resolution Process (Tax Law DRP; Tax Law Handbook, Chapter 31).

Cooperating Foresters are subject to the Tax Law DRP for the purpose of resolving disputes that occur on lands enrolled in Tax Law Programs.

5. Duration and Termination:

- a. The duration of this Cooperative Agreement shall begin on the date signed and executed by both parties and shall remain in effect unless terminated or canceled by either party in accordance with the terms of this Cooperative Agreement.
- b. The Cooperating Forester may terminate this Cooperative Agreement at any time. The Cooperating Forester must notify the DNR either verbally or in writing of their intent to terminate the agreement. The DNR will follow-up with a written response confirming the Cooperating Forester's intent to terminate the agreement.

- c. The DNR reserves the right to terminate this Cooperative Agreement, in whole or in part, without penalty, due to non-appropriation of funds or unavailability of DNR staff to provide the cooperative services provided for in this Cooperative Agreement. The DNR also reserves the right to terminate this Cooperative Agreement for the failure of the Cooperating Forester to comply with the terms, conditions and provisions of this Cooperative Agreement as determined by the Chief State Forester, and as referenced in Chapter 10 of the Private Forestry Handbook.

6. Signatures:

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

Signed: _____
Chief State Forester

Date _____

COOPERATING FORESTER

By signing this agreement, the Cooperator accepts full responsibility for their employees and ensures compliance with the terms and conditions contained in this agreement for all landowner assistance services provided by the Cooperator. Failure to comply with the terms and conditions of the agreement by the Cooperator and their employee(s) may result in the agreement being terminated by the Department.

Signed: _____
Signature

Date _____

Print Name & Title

Company / Firm Name