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The California Professional Foresters Law (Public Resources Code [PRC] §769) mandates that candidates for the Registered Professional Forester (RPF) license demonstrate seven years of forestry experience, with at least three years involving "having charge of forestry work" or working "under the supervision of a person registered." Recent concerns have arisen regarding the interpretation of "supervision" under Title 14 California Code of Regulations (CCR) §1622, particularly for candidates who work with rather than directly for an RPF. This ambiguity has led to challenges in verifying qualifying experience, especially for contractors or employees in non-traditional roles.

This proposal aims to clarify the definition of supervision, streamline the verification process, and introduce a standardized Work Experience Contract to ensure compliance with PRC §769 and 14 CCR §1622, while drawing parallels to the clarity provided in the Professional Land Surveyors' Act for "responsible charge." By implementing these changes, the Board of Forestry and Fire Protection (BOF) can enhance the accessibility and fairness of the RPF licensing process while maintaining professional standards.

Sincerely,

George D. Gentry

RPF #2262

## Background

The Professional Foresters Law (PRC §769) requires RPF candidates to have a minimum of seven years of forestry experience, with a bachelor's degree in forestry counting as four years. The remaining three years must involve "having charge of forestry work" or working "under the supervision of a person registered" (i.e., an RPF). Title 14 CCR §1622 defines supervision as requiring:

- The supervisor's ability to hire/fire or withdraw professional responsibility for forestry matters.
- Regular and timely quality control, work review, and inspections in both office and field settings, with corrective actions as needed.

Additionally, 14 CCR §1622.2 allows contractor experience to qualify if supervised per §1622(b) and documented appropriately. However, the lack of clarity around "supervision" has created confusion, particularly for candidates who collaborate with RPFs in non-hierarchical roles (e.g., contractors or employees of firms where an RPF oversees but does not directly employ them). For example, a candidate working for an RCD may develop Timber Harvest Plans (THPs) alongside an RPF but not under their direct employment, raising questions about whether this qualifies as "supervision."

This issue contrasts with the Professional Land Surveyors' Act (Business and Professions Code §8703), which clearly defines "responsible charge" as independent control and direction requiring initiative, skill, and judgment. The Act specifies that subordinates assist without assuming responsible charge and outlines detailed criteria for land surveying decisions (16 CCR §404.2). This clarity provides a model for forestry, where similar precision could resolve ambiguity.

Recent candidate concerns highlight cases where individuals with substantial forestry experience—such as preparing California Environmental Quality Act (CEQA)-compliant documents like CalVTP Project Specific Analyses (PSAs) or THPs—were questioned due to unclear supervisory relationships. This proposal addresses these concerns by proposing a clarification and a standardized contract to document qualifying experience, and fulfill requirements contemplated under 14 CCR §1622.2.

## Problem Statement

The absence of a precise definition of "supervision" in PRC §769 and 14 CCR §1622 creates uncertainty for RPF candidates, particularly those working as contractors or in non-traditional roles. Key issues include:

- Ambiguity in Supervision: The regulation requires the supervisor to have hiring/firing authority or the ability to withdraw professional responsibility, but many candidates work collaboratively with RPFs without direct employment. For instance, an individual preparing THPs under an RPF's oversight may not be an employee, complicating verification.
- Verification Challenges: The Professional Foresters Examination Committee struggles to evaluate experience when documentation lacks specificity about supervisory frequency, quality control, or corrective actions, as required by 14 CCR §1622(b) and §1622.2.
- Disparity with Other Professions: The Professional Land Surveyors' Act provides a clear framework for "responsible charge" (BPC §8703, 16 CCR §404.2), defining supervisory roles and

decision-making authority. Forestry lacks a comparable standard, leading to inconsistent interpretations.

- Impact on Candidates: Without clear guidelines, qualified candidates risk delays or denials in their RPF applications, discouraging professionals from pursuing licensure and potentially limiting the pool of RPFs needed for California's purposes.

It is uncertain whether a regulatory change is required. 14 CCR §1622.2 outlines under (c) that:

- "The contract or documentation specifies the various items of supervision including, but not limited to: training; frequency of contact both for professional and contract compliance purposes; office and field review; and how corrective actions can be taken."

The crux of the issue is the following two issues:

- Non-Hierarchical Roles: The requirement for hiring/firing authority or withdrawal of responsibility assumes a direct employer-employee relationship, which doesn't always apply to contractors or collaborative roles. The proposal's emphasis on "independent professional judgment" would clarify that supervision can occur without direct employment, focusing on oversight of forestry decisions.
- Decision-Making Scope: The current language doesn't explicitly detail the types of decisions (e.g., silviculture, forest management planning) requiring RPF oversight, unlike the Land Surveyors' Act, which lists specific surveying decisions (16 CCR §404.2(a)(2)). Adding this clarity would align with professional standards and reduce disputes.

## Proposed Solution

To address these challenges, the following actions would clarify and standardize the experience requirements for RPF candidates:

- Develop Guidelines for Non-Traditional Roles:
  - Issue PFEC guidelines clarifying how contractor or collaborative work qualifies under 14 CCR §1622.2. For example:
    - Contractors preparing CEQA documents under an RPF's oversight can claim experience if the contract specifies regular reviews and corrective actions.
    - Employees working with multiple RPFs can aggregate experience, provided each RPF documents their supervisory role.
  - Model these guidelines on the Land Surveyors' Act's provisions for subordinates (BPC §8705) and partial project responsibilities (16 CCR §404.2(d)).

or:

- Amend Title 14 CCR §1622 to Define Supervision:

- Adopt a definition of “supervision” modeled after the Professional Land Surveyors’ Act’s “responsible charge” (16 CCR §404.2). The revised definition would specify:
  - Independent Control: The RPF supervisor exercises independent judgment over the candidate’s forestry work, including planning, silviculture, or forest protection activities (14 CCR §1621.1).
  - Decision-Making Oversight: The supervisor reviews and approves key decisions, such as THP development or CEQA compliance, ensuring professional standards.
  - Documentation Standards: Supervision must include regular field and office reviews, with documented feedback and corrective actions, tailored to the candidate’s experience level and task complexity.
- Proposed Language: “Supervision, as used in PRC §769 and 14 CCR §1622, means the exercise of independent professional judgment by a registered professional forester over a candidate’s forestry work, including review and approval of decisions related to forest management, silviculture, or environmental compliance, with regular documented oversight in field and office settings.”

or:

- Standardize a Work Experience Contract.
  - Implement a mandatory Work Experience Contract (as outlined in Appendix A of the provided information) for all RPF candidates claiming supervised experience under 14 CCR §1622 or §1622.2. The contract would:
    - Identify the RPF supervisor(s), including their license number, address, and contact information.
    - Specify the candidate’s role in qualifying activities (e.g., preparing THPs, CalVTP PSAs, or forest management plans).
    - Detail the frequency and nature of supervision (e.g., weekly field inspections, monthly document reviews).
    - Require an Excel spreadsheet tracking projects, roles, hours, and RPF oversight, ensuring compliance with 14 CCR §1622(b).
    - Include provisions for corrective actions, such as written recommendations from the RPF.
  - Benefits: This contract provides a clear, auditable record for the Professional Foresters Examination Committee, reducing ambiguity and ensuring consistency.
- Educational Outreach and Training:
  - Partner with organizations like the California Licensed Foresters Association (CLFA) to educate RPF candidates and supervisors on the clarified requirements.

- Offer workshops on drafting compliant Work Experience Contracts and documenting supervision.

### **Benefits of the Proposal**

- Clarity and Consistency: A revised definition of supervision and standardized contract ensures uniform evaluation of candidate experience, reducing disputes and denials.
- Accessibility: Candidates in non-traditional roles (e.g., contractors, consultants) can more easily demonstrate qualifying experience, expanding the RPF pipeline.
- Regulatory Alignment: Modeling supervision on the Land Surveyors' Act enhances consistency across California's professional licensing frameworks.
- Auditability: The Work Experience Contract provides a clear paper trail, streamlining the review process and reducing the administrative burden.

The proposed amendments to 14 CCR §1622, standardized Work Experience Contract, and supporting guidelines will resolve ambiguity in the RPF experience requirements, ensuring fair access to licensure while maintaining professional standards. By drawing on the clarity of the Professional Land Surveyors' Act, this solution aligns forestry licensing with other regulated professions in California. The changes will support candidates in non-traditional roles, enhance BOF's review process, and bolster the timber industry's capacity to meet regulatory demands, such as those under CEQA.

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### Appendices

- Appendix A: Sample Work Experience Contract (as provided).
- Appendix B: Applicable Laws and Regulations for Professional Foresters (PRC §769, 14 CCR §1620.3–1622.2).
- Appendix C: Applicable Laws and Regulations for Professional Land Surveyors (BPC §8703–8705, 16 CCR §404.2–425).

## Appendix A

### Sample Contract

#### **Company Name – Registered Professional Forester/Supervised Designee - Work Experience Contract**

This **Work Experience Contract** is made and entered into as of (Date) by and between ("Company Name") and (Name- aka "SUPERVISED DESIGNEE"). and SUPERVISED DESIGNEE desire to enter into a WORK EXPERIENCE CONTRACT where ("Company Name") Registered Professional Foresters provide the opportunity for the SUPERVISED DESIGNEE to work for ("Company Name") under contract and obtain work experience compliant with **14 CCR 1622 - Three Years of "Having Charge of Forestry Work," and "Under the Supervision of a Person Registered"** and **1622.2 Contracting Forestry Work Experience** herein:

***1622. Three Years of "Having Charge of Forestry Work," or "Under the Supervision of a Person Registered."***

(a) The minimum of three (3) years "having charge of forestry work," or "forestry work under the supervision of a person registered, or qualified for, but exempt from registration" as specified in Sections 757 and 769(b) of the Code is evaluated using the criteria in subsection (b), below.

(b) "Supervision" shall be deemed adequate to meet the three year requirement if it includes the following elements:

(1) Supervisor is able to hire and fire or effectively recommend same, or is able to clearly withdraw professional responsibility for forestry related matters.

(2) Supervisor must perform regular and timely quality control, work review and inspection, both in the office and in the field, and be able to take, or effectively recommend, corrective actions where necessary. The frequency of review, inspection and guidance shall take into consideration the experience of the non-RPF and technical complexity of the job, but shall be sufficiently frequent to ensure the accomplishment of work to professional standards.

(c) The following limitations apply to the requirement of three years "having charge of forestry work," or "under the supervision of a person registered."

(1) Forestry work stated in subsection 1621.1(b)(3) and 1621.1(b)(4) of this article must be performed at planning and supervision levels; scaling does not qualify unless it is part of an apprentice trainee program under the direct supervision of an RPF.

(2) Only the Master of Forestry degree, in conjunction with a qualifying Bachelor of Science degree with a major in forestry, may be substituted for one of the three years required as provided in Section 769 of the Code.

### **1622.2. Contracting Forestry Work Experience.**

Forestry experience obtained while working as a contractor may be claimed as having charge of forestry work, or forestry work under the supervision of a person registered, or qualified but exempt from, registration provided:

- (a) The applicant submits a copy of the contract and any documentation necessary to verify the appropriateness of experience.
- (b) The contract required the work of the contractor to be supervised as stated in Section 1622(b) of this article.
- (c) The contract or documentation specifies the various items of supervision including, but not limited to: training; frequency of contact both for professional and contract compliance purposes; office and field review; and how corrective actions can be taken.
- (d) The contract or documentation has the names, current addresses, and phone numbers of each qualified forester who directly carries out this supervision. If the supervisor is Registered, the license number must be included.

**1. (“Company Name”) Requirements to Obtain Work Experience.** The SUPERVISED DESIGNEE shall adhere to and provide the following documentation to (“Company Name”) prior to submitting an application to the Professional Foresters Examination Committee demonstrating compliance with 14 CCR 1622 and 1622.2 including but not limited to:

- a) (“Company Name”) shall appoint a supervisor, to be named later, responsible for supervision of SUPERVISED DESIGNEE. SUPERVISED DESIGNEE may also receive applicable experience from other Registered Professional Foresters at (“Company Name”). The RPF so involved with the supervision shall have responsible charge of the work performed.
- b) This agreement, signed by the SUPERVISED DESIGNEE, identifies that (“Company Name”) can effectively hire or fire, or recommend the same of SUPERVISED DESIGNEE from this contract and is able to clearly withdraw professional responsibility for forestry related matters.
- c) SUPERVISED DESIGNEE will provide a description verifying the appropriateness of experience relative to the SUPERVISED DESIGNEE having charge of forestry work.

- d) ("Company Name") shall be on site with appropriate frequency to perform regular and timely quality control, work review and inspection, both in the office and in the field, and be able to take, or effectively recommend, corrective actions where necessary.
- e) SUPERVISED DESIGNEE shall conduct field layout, mapping, document development, seeing through to approval/completion, at least one CEQA compliant document such as a California Vegetation Program (CalVTP) Project Specific Analysis (PSA), or a "functionally equivalent" document to the California Environmental Quality Act (CEQA) e.g., Timber Harvest Plans. The SUPERVISED DESIGNEE shall also provide contract compliance supervision of at least one CEQA compliant operation through to the completion of operations and one winter period after.
- f) Corrective actions will be taken by advising SUPERVISED DESIGNEE in writing of the specific corrective action being recommended.
- g) SUPERVISED DESIGNEE shall provide an Excel spreadsheet identifying each project, a short description of the project, the SUPERVISED DESIGNEE's role, dates, and hours identifying qualifying time where SUPERVISED DESIGNEE had "Charge of Forestry work" per 14 CCR 1622 or "Contracting Forestry Work Experience" per 14 CCR 1622.2. Spreadsheet will include RPF name and number who had responsible charge of the work.
- h) ("Company Name") reserves the right to rescind or remove any work experience not judged to be appropriate.
- i) SUPERVISED DESIGNEE shall provide a copy of each contract where the SUPERVISED DESIGNEE is identifying work experience under ("Company Name").

2. **Experience Disclaimer.** SUPERVISED DESIGNEE understands and agrees that ("Company Name") is providing an opportunity to gain unpaid work experience toward the SUPERVISED DESIGNEE'S application for Registered Professional Forester exam and is not responsible for the judgment of the Professional Foresters Examination Committee not accepting SUPERVISED DESIGNEE's application.

- i. Work experience provided by ("Company Name") to SUPERVISED DESIGNEE is unpaid and ("Company Name") is receiving no funds from any contract to provide work experience to SUPERVISED DESIGNEE.

3. **Period of Agreement.** This Contract commenced on the date contracts to conduct forestry work, per Public Resource Code 753, with \*\*\*\* were executed. and shall terminate on \*\*\*\*. SUPERVISED DESIGNEE agrees to perform the Forestry work in a workperson-like manner during the period of this Contract. Extensions to the period of this Contract may be amended if agreed upon by ("Company Name") and SUPERVISED DESIGNEE.

**4. Relationship of Parties.** It is understood and agreed that the SUPERVISED DESIGNEE is not an employee of ("Company Name"). SUPERVISED DESIGNEE is not and will not become an employee, partner, agent, or principal of client while this Contract is in effect.

**5. General Risk and Assumption of Risks.** SUPERVISED DESIGNEE is aware that conducting field activities with ("Company Name") comes with a set of risks. SUPERVISED DESIGNEE is also aware that back country travel, which includes access through the ranch or forested lands, involves many risks, dangers and hazards, including, but not limited to: accidents which occur during transportation or travel on paved or ungroomed roads or trails, steep slopes in their natural state that may contain many obstacles and hazards; terrain that may not have been traveled on or climbed before and is not regularly patrolled or inspected; variations in terrain, creeks, water, bridges, cars, shooting, high winds, encounters with domestic or wild animals, rocks and rock slides, cliffs, falling from heights, and other obstacles whether they are obvious or non-obvious man-made or natural, becoming lost or separated from a crew member, negligence of other participants, equipment failure, rapid and extreme change in weather conditions, high winds, fire, and vegetative growth, exposure to poisonous plants and insects, or illnesses such as Giardia and infectious or stomach ailments. Communication in the back country terrain is also difficult, and in the event of an accident, rescue and medical treatment may not be available. SUPERVISED DESIGNEE FREELY ACCEPTS AND FULLY ASSUMES ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS AND OTHER SAFETY-RELATED DANGERS RESULTING THEREFROM.

**6. Release of Liability and Waiver of Claims.** SUPERVISED DESIGNEE and my personal representatives, assigns, heirs, and next of kin, hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, (Name), the officers, directors, employees of ("Company Name"), representatives, agents, students, and volunteers of ("Company Name") and any of its clients (the "Releasees") from liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or part by negligence, active or passive, of the Releasees or otherwise, including negligent rescue operations.

**7. SUPERVISED DESIGNEE's Qualifications.** SUPERVISED DESIGNEE represents that it has the qualifications and skills necessary to comply with this Contract in a competent, professional manner. This means SUPERVISED DESIGNEE is able to fulfill the requirements of this Agreement. Failure to comply with the requirements of this Contract constitutes a material breach of the Contract.

**8. Termination on Occurrence of State of Events.** This Contract will terminate automatically on the occurrence of any of the following events:

- a) Bankruptcy or insolvency of either party.
- b) Sale of the business of either party.

- c) An assignment of this Agreement by either party without the written consent of the other party.
- d) Either party may also terminate for convenience on 5 days' notice.

**8. Termination for Default.** If either party defaults in the performance of this Contract or materially breaches any of its provisions, the non-breaching party may terminate this Contract by given written notice to the breaching party. Termination will take effect immediately upon receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Contract includes, but is not limited to, the following:

- (a) SUPERVISED DESIGNEE's failure to comply with any requirements of this Contract.

**9. Assignment.** Neither this Contract or any duties or obligations under this Contract may be assigned by SUPERVISED DESIGNEE without the prior written consent of ("Company Name").

**10. Force Majeure.** Neither party to this Contract shall be liable for delays or failures in performance resulting from acts, omissions, or conditions beyond the control of such party. Such acts shall include, without limitation, acts of god, strikes, lock-outs, riots, acts of war, epidemics, pandemics, governmental regulations super imposed after the fact, fire, power failures, earthquakes, or other disasters.

**11. Non-Agency.** Nothing contained herein shall constitute a partnership nor make either party the agent or representative of the other. Neither party has authority to bind the other or incur any liabilities on behalf of the other, nor to direct the employees of the other.

**12. Remedies.** The remedies hereunder shall be cumulative and not alternative; the election of one remedy for a breach shall not preclude pursuits of other remedies.

### **13. Miscellaneous Provisions.**

- (a) Time of Essence. Time is of the essence in each provision of this Contract.
- (b) Consent of Parties. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.
- (c) Successors and Assigns. This Contract shall be binding on and insure to the benefit of the parties and their respective successors and assigns.
- (e) Governing Law. This Contract shall be construed and interpreted in accordance with the laws of the State of California.
- (f) Integrated Account; Modification. This instrument contains the entire Contract of the parties and cannot be amended or modified except by a written Contract, executed by each of the parties hereto.

(g) Captions. The captions of this Agreement are for convenience purposes only and shall have no effect on its construction or interpretation.

(h) Singular and Plural; Gender. When required by the content of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and the impersonal pronoun "it" shall refer to either of the above, a corporation, partnership, joint venture, or other entity, regardless of number or gender.

(i) Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

(j) Waiver. No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

(k) Execution of Documents. The parties hereto hereby agree to execute and deliver such further instruments, agreements, contracts and documents, as may be reasonably required to effectuate the stated and intended purpose of this Contract.

(l) Neutral Construction. The parties hereto agree that this Agreement will be interpreted neutrally, and that it should not be construed for or against any party deemed to be the drafter thereof.

(m) Notices. All notices and other communications to be made pursuant to this Contract shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom service is given, or on the second (2nd) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

If to ("Company Name")

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If to SUPERVISED DESIGNEE:

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(n) **Attorney's Fees.** In the event suit is brought to enforce or interpret any part of this Contract, the prevailing party shall be entitled to recover as an element of his costs of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover his costs or attorney's fees.

(o) **Covenants and Conditions.** All provisions, whether covenants or conditions, on its part of ("Company Name") shall be deemed to be both covenants and conditions.

14. This Contract shall be executed in duplicate, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the date and year above written at xxxxxx, California.

("Company Name")

("Company Name")

Dated: \_\_\_\_\_

by \_\_\_\_\_

**SUPERVISED DESIGNEE:**

Dated: \_\_\_\_\_

by \_\_\_\_\_

## **Appendix B: Applicable Law and Regulation for Professional Foresters**

### **Public Resources Code:**

#### **769. Qualifications.**

An applicant shall meet all of the following qualifications:

- (a) Be of good moral character and have a good reputation for honesty and integrity.
- (b) Furnish evidence of having completed seven years of experience in forestry work.

Possession of a degree of bachelor of science, or equivalent degree as determined by the board, with a major in forestry, shall be deemed equivalent to four years of experience in the actual practice of forestry work. At least three of the seven years of experience shall include having charge of forestry work, or forestry work under the supervision of a person registered, or qualified for, but exempt from, registration under the provision of this article. Work completed prior to July 1, 1973, shall qualify if it was under the supervision of a qualified forester, as defined in Section 754. The award of a master of forestry degree shall be acceptable as evidence of one year of such qualifying experience.

- (c) Has successfully completed such examination or examinations as are prescribed by the board.

### **Title 14 CAC:**

#### **1620.3 Evidence of Qualifying Experience.**

- (a) The application, and any supporting documentation, shall present evidence of qualifying experience in forestry work, and any educational degree(s) substituted therefor:
- (b) The qualifying experience for registration shall be computed to the final application filing date for each examination.
- (c) Applicants claiming credit under educational provisions shall document such claims with an official transcript of record or comparable document or certified copy thereof, issued by the educational institution awarding the degree. Such records or transcripts shall be sent by the institution directly to the Board.

#### **1621.1. Qualifying Forestry Work Experiences.**

- (a) "Forestry work," within the meaning of Section 769 of the Code, includes those activities which demonstrate professional competence in the science, art, and practice of managing and using for human benefit while protecting the public interest, the natural resources that occur on and in association with, forest land.
- (b) Forestry experience qualifying to take the exam shall demonstrate an increasing level of responsibility and complexity over the required time, and is more particularly classified as:

(1) Forest management, which includes that branch of forestry concerned with overall administration in forest economics, legal and social aspects; forest mensuration, forest regulation, and the development of access for protection and management of the resource.

(2) Silviculture, which includes the science and practice of controlling the composition, constitution, and growth of forests, including also stand improvement, forest nursery production, the techniques of seeding and planting, and reforestation.

(3) Forest protection, which includes the prevention and control of damage to forests, inclusive of control of forest pests; the prevention and control of wildfire; the protection of soils from erosion, and the reduction and repair of damage resulting from all of these and those related to climatic agent. Up to two years of the activities in this subsection qualify except when Section 1622(c) are met.

(4) Forest utilization which includes scaling, and logging involving felling, bucking, choker setting, and Skidding/Yarding. Up to two years of the activities in this subsection qualify except when Section 1622 of this article applies: additional time can qualify when conditions in 1622(c) are met.

(5) Forest and watershed management planning, initiated and carried out in:

(A) forest working plans,

(B) forest practice standards,

(C) management contracts,

(D) litigation reports and testimony,

(E) trespass,

(F) the development, maintenance and protection of wildlife habitat and forest range resources,

(G) forest recreation and environmental studies, and

(H) reconnaissance and mapping in conservation of forest and watershed lands and the yield thereof, including the investigation of wildlands soils.

(6) Other forest activities, including timber appraisals, forestry research, urban forestry, and teaching college or university courses in forestry.

**1622. Three Years of “Having Charge of Forestry Work,” or “Under the Supervision of a Person Registered.”**

(a) The minimum of three (3) years “having charge of forestry work,” or “forestry work under the supervision of a person registered, or qualified for, but exempt from registration” as specified in Sections 757 and 769(b) of the Code is evaluated using the criteria in subsection

(b), below. (b) “Supervision” shall be deemed adequate to meet the three year requirement if it includes the following elements:

(1) Supervisor is able to hire and fire or effectively recommend same, or is able to clearly withdraw professional responsibility for forestry related matters.

(2) Supervisor must perform regular and timely quality control, work review and inspection, both in the office and in the field, and be able to take, or effectively recommend, corrective actions where necessary. The frequency of review, inspection and guidance shall take into consideration the experience of the non-RPF and technical complexity of the job, but shall be sufficiently frequent to ensure the accomplishment of work to professional standards.

(c) The following limitations apply to the requirement of three years "having charge of forestry work," or "under the supervision of a person registered."

(1) Forestry work stated in subsection 1621.1(b)(3) and 1621.1(b)(4) of this article must be performed at planning and supervision levels; scaling does not qualify unless it is part of an apprentice trainee program under the direct supervision of an RPF.

(2) Only the Master of Forestry degree, in conjunction with a qualifying Bachelor of Science degree with a major in forestry, may be substituted for one of the three years required as provided in Section 769 of the Code.

#### **1622.2. Contracting Forestry Work Experience.**

Forestry experience obtained while working as a contractor may be claimed as having charge of forestry work, or forestry work under the supervision of a person registered, or qualified but exempt from, registration provided:

- (a) The applicant submits a copy of the contract and any documentation necessary to verify the appropriateness of experience.
- (b) The contract required the work of the contractor to be supervised as stated in Section 1622(b) of this article.
- (c) The contract or documentation specifies the various items of supervision including, but not limited to: training; frequency of contact both for professional and contract compliance purposes; office and field review; and how corrective actions can be taken.
- (d) The contract or documentation has the names, current addresses, and phone numbers of each qualified forester who directly carries out this supervision. If the supervisor is Registered, the license number must be included.

## **Appendix C: Applicable Law and Regulation for Surveyors**

### **PROFESSIONAL LAND SURVEYORS' ACT (Business and Professions Code §§ 8700 – 8805)**

#### **8703. "Responsible charge of work" defined**

The phrase "responsible charge of work" means the independent control and direction, by the use of initiative, skill and independent judgment, of the observations, measurements, and descriptions involved in land surveying work. The phrase does not refer to the concept of financial liability.

#### **8704. Practice of land surveying**

Any person practices land surveying when he professes to be a land surveyor or is in responsible charge of land surveying work.

#### **8705. Subordinate**

A subordinate is any person directly supervised by a licensed land surveyor or registered civil engineer and who assists a licensed land surveyor or registered civil engineer in the practice of land surveying without assuming responsible charge of work.

### **Board Rules and Regulations Relating to the Practices of Professional Engineering and Professional Land Surveying California Code of Regulations, Title 16, Division 5**

#### **§§ 400-476**

#### **404.2. Responsible Charge—Professional Land Surveying.**

(a) The term "responsible charge" directly relates to the extent of control a licensed land surveyor or civil engineer legally authorized to practice land surveying (hereinafter referred to as "legally authorized civil engineer") is required to maintain while exercising independent control and direction of land surveying work or services, and the land surveying decisions which can be made only by a licensed land surveyor or legally authorized civil engineer.

(1) Extent of Control. The extent of control necessary to be in responsible charge shall be such that the land surveyor or legally authorized civil engineer:

(A) Makes or reviews and approves the land surveying decisions defined and described in subdivision (a)(2) below.

(B) In making or reviewing and approving the land surveying decisions, determines the applicability of survey criteria and technical recommendations provided by others before incorporating such criteria or recommendations.

(2) Land Surveying Decisions. The term "responsible charge" relates to land surveying decisions within the purview of the Professional Land Surveyors' Act.

Land surveying decisions which must be made by and are the responsibility of the land surveyor or legally authorized civil engineer in responsible charge are those decisions concerning permanent or temporary work which could create a hazard to life, health, property, or public welfare, and may include, but are not limited to:

(A) Selecting the methods, procedures, and tolerances of field work.

(B) Determining calculation and adjustment methods.

(C) Determining and specifying the information to be shown on maps or documents furnished in connection with land surveying services, including the format of the information and the format of the maps or documents.

(D) The decisions related to the preparation of maps, plats, land surveying reports, descriptions, and other land surveying documents furnished in connection with the land surveying services.

(E) Reviewing the sufficiency and accuracy of the work product.

(3) Reviewing and Approving Land Surveying Decisions. In making or reviewing and approving land surveying decisions, the land surveyor or legally authorized civil engineer shall be physically present or shall review and approve through the use of communication devices the land surveying decisions prior to their implementation.

(b) Responsible Charge Criteria. In order to evaluate whether a person authorized to practice land surveying is in responsible charge, the following must be considered: The land surveyor or legally authorized civil engineer who signs surveying documents must be capable of answering questions asked by licensees of the Board who are fully competent and proficient by education and experience in the field or fields of professional land surveying relevant to the project. These questions would be relevant to the decisions made during the individual's participation in the project, and in sufficient detail to leave little question as to the land surveyor's or legally authorized civil engineer's technical knowledge of the work performed. It is not necessary to defend decisions as in an adversarial situation, but only to demonstrate that the individual in responsible charge made, or reviewed and approved, them and possessed sufficient knowledge of the project to make, or review and approve, them.

Examples of questions to be answered by the land surveyor or legally authorized civil engineer could relate to criteria for measurement, surveying methods, analysis, and conclusions made including, but not limited to, the retracement of government surveys, interpretation and construction of deed descriptions, conflicts between construction drawings and actual conditions, determination of the proper control datum and epoch, application of proportion methods and analysis of evidence related to written and unwritten property rights. The individual shall be able to clearly express the extent of control and how it is exercised and to demonstrate that the land surveyor or legally authorized civil engineer is answerable within said extent of control.

(c) Successor Licensee. In situations when the professional land surveyor or legally authorized civil engineer in responsible charge of a land surveying project is unavailable to complete the project, a professional land surveyor or legally authorized civil engineer (hereinafter referred to as the "successor licensee") may assume responsible charge of the project as long as the successor licensee exercises the extent of control and assumes responsibility for the surveying decisions as required by subdivision (a) and meets the criteria described in subdivision (b), as well as meeting the requirements of the Professional Land Surveyors' Act and Sections 411 and 415. Except as provided in Section 8761.2 of the Code, the original licensee is not relieved of any responsibility arising from the land surveying services of which he or she was in responsible charge.

(d) Portions of Projects. Nothing in this section prohibits a professional land surveyor or legally authorized civil engineer from providing services for portions of or to add to or to modify a land surveying project performed under the responsible charge of another licensee as long as the professional land surveyor or legally authorized civil engineer exercises the requisite extent of control and assumes responsibility for the land surveying decisions as required by subdivision

(a) and meets the criteria described in subdivision (b), as well as meeting the requirements of the Professional Land Surveyors' Act and Sections 411 and 415. The professional land surveyor or legally authorized civil engineer need only be in responsible charge of the portions, additions, or modifications or the portion of the project affected by the addition or modification and not of the entire project. Except as provided in Section 8761.2 of the Code, the original licensee is not relieved of any responsibility arising from the land surveying services of which he or she was in responsible charge.

(e) The term "responsible charge" does not refer to any of the following:

- (1) the concept of financial liability;
- (2) management control in a hierarchy of land surveyors or legally authorized civil engineers except as each of the individuals in the hierarchy exercises independent land surveying judgment and thus responsible charge;
- (3) such administrative and management functions as accounting, labor relations, personnel performance standards, marketing of services, or goal setting. While a land

surveyor or legally authorized civil engineer may also have such duties in this position, it

should not enhance or decrease one's status of being in responsible charge of the work.

**425. Experience Requirements - Professional Land Surveyors.**

(a) An applicant for licensure as a professional land surveyor shall be granted credit towards the experience requirements contained in Sections 8741 and 8742 of the Code, for the following education curriculum:

- (1) Four (4) years experience credit for graduation from an approved land surveying curriculum.
- (2) Two (2) years experience credit for graduation from a non-approved land surveying curriculum.
- (3) Five (5) years of experience credit for graduation from an approved cooperative work-study land surveying curriculum.
- (4) One-half (1/2) year of education credit for each year of study completed in an approved land surveying curriculum that did not result in the awarding of a baccalaureate degree, except that the maximum of such experience shall be two (2) years. A year of study shall be at least 32 semester units or 48 quarter units, no less than 10 semester units or 15 quarter units of which shall be from classes clearly identified as being land surveying subjects.

“Life Experience Degrees” are not acceptable and will not be counted towards the education credit.

(b) All qualifying work experience in land surveying shall be performed under the responsible charge of a person legally authorized to practice land surveying. An applicant shall possess at least two years of actual responsible training experience in land surveying which shall involve at least four of the land surveying activities specified in subdivisions (a) – (g) and (k) – (n) of Section 8726 of the Code. Qualifying experience in activities specified in subdivision (a), (b), (k), (m), and (n) of Section 8726 shall not exceed one year in total. Qualifying experience shall be computed on an actual time worked basis, but not to exceed forty hours per week.

(c) For purposes of Section 8742 of the Code, the terms “responsible field training” and “responsible office training” include the land surveying activities specified in subdivisions (a) – (g) and (k) – (n) of Section 8726 of the Code performed in a field or office environment. Responsible training means the exercise of independent judgment under the responsible charge of a person legally authorized to practice land surveying.

(d) Computation of qualifying experience for a license as a professional land surveyor shall be to the date of filing of the application, or it shall be to the final filing date announced for the examination if the application is filed within a period of thirty (30) days preceding the final filing date announced for such examination.

(e) An applicant for licensure as a land surveyor who holds a valid and unexpired license as a civil engineer is exempt from the application requirements of subdivisions (b) and (c) of this section provided he or she submits sufficient documentation that he or she has a minimum

of two years of actual broad based progressive experience in land surveying as required by Business and Professions Code Section 8742(a)(3). For purposes of this subdivision and Section 8742(a)(3) of the Code, “actual broad based progressive experience in land surveying” shall involve at least four of the land surveying activities specified in subdivisions (a) – (g) and (k) – (n) of Section 8726 of the Code. All qualifying work experience in land surveying shall be performed under the responsible charge of a person legally authorized to practice land surveying. Qualifying experience in activities specified in subdivisions (a), (b), (k), (m), and (n) of Section 8726 shall not exceed six months in total. Qualifying experience shall be computed on an actual time worked basis, but not to exceed forty hours per week. Time used to qualify for the civil engineer license, including that given for educational credit, shall not be used to qualify for the land surveyor license, except for the six months allowed for the activities specified in subdivisions (a), (b), (k), (m), and (n) of Section 8726.