



### Reading Eleven

Carroll, M. & Gilbert, M.C (2011). The supervisory contract. *On being a supervisee: Creating learning partnerships* (2<sup>nd</sup> ed.) (pp. 39-46, 182-187). Victoria, Australia: Psychoz.

## CHAPTER 4

### The Supervisory Contract

Supervision involves a number of stakeholders. For it to be effective, all stakeholders need to agree to be clear about, and subscribe to, the same objectives. Part of that planning is contracting together.

Contracts (overt and covert) underpin all relationships whether these are one-to-one, team or organisational. They contain the agreements—conscious and unconscious—of all parties in the relationship and the rules and procedures that guide these relationships. Overall, contracts revolve around:

1. *Exchange*—what we will do for each other.
2. A sense of *reciprocity*—two/multi way arrangements.
3. *Choice*—I or we freely enter this arrangement.
4. Some sense of *predictability*—we can have some guarantees that this will happen.
5. The future—we *will* do.
6. The responsibilities of parties concerned—I will take accountability for doing *x* if you take accountability for doing *y*.
7. Regular reviews.

While overt contracts attempt to articulate these elements, either verbally or in written form, words and gestures are always open to interpretation. It is because they are open to interpretation that a 'psychological contract' is part of all contracts. Individuals bring to their contracts and agreements their own assumptions, beliefs and expectations most of which will be unspoken and not negotiated. The psychological contract is the subjective side that contains our hidden agendas. This chapter will look at the importance of both types of contracts, the overt and the covert, in supervision.

Our suggestion is that you have clear and focused contracts that articulate the roles and responsibilities of all the parties involved in the supervision arrangement. We use the plural 'contracts' here because in most supervisory arrangements there will be a number of contracts and, as the central figure of supervision, you the supervisee will be involved in more than one of them.

We define the supervision contract as an agreement between supervisor and supervisee(s) about the goals of supervision. Contracting involves a two-way agreement about the focus of the supervision session to ensure that you get your needs met. Some people find the term 'contract' too formal and prefer terms like 'goal' or 'focus'. Contracts can be made to establish a focus for an individual session or for longer term, for example, to outline the overall goals for the year. We see a benefit to both types of contracting. The longer-term contract provides an overall focus to the work, and the sessional contract provides an agreed focus for an individual session.

Contracts work best if they are specific and have well-defined outcomes.

Examples are:

*"What I want to do in this session is discuss the presentation that I am planning to do to verify that the ideas flow logically together and see if the sequencing and logical connection between ideas is fine. I also want to check that I am not striving to cover too much."*

OR

*"I want to focus on my work with a client with whom I feel a bit stuck and I'd like to decide on a way forward with the work."*

You and the supervisor will negotiate the contract to ensure it is not too ambitious for the time available.

Contracts differ and there are a number of different facets to contracting in supervision. Next, briefly, we describe the different types of contracts that may be involved in the contracting process.

1. **Two-way contracts** (see Appendix 1 for an example). A two-way contract is made between the supervisee and the supervisor and is a private arrangement between them. The essence of this agreement is that the supervisee will bring his/her work to the supervisor who will provide a space for reflection and learning.
2. **Three-way contracts** (involving organisations). These contracts are three-cornered in that the agreement has three components—the supervisee, the supervisor and the organisation. These contracts may differ in degree of contact: sometimes the only contact the supervisor has with the organisation is an invoice for payment. Sometimes, however, the supervisor makes some form of report to the organisation, the

confidentiality boundaries of which needs to be stipulated clearly and understood by all three parties before the contracted work begins.

3. **The business contract** refers to the practicalities of the agreement, e.g., times, venue and length of meetings, how payments will take place and with what frequency (after each session or monthly for example), cancellation agreements, limits of confidentiality, information details required by the supervisor, copies of forms to be filled out, etc. This is the administrative aspect of the agreement.
4. **The psychological contract** refers to the agreement (on a more implicit level) that the supervisor is committed to co-creating with the supervisee a safe and facilitative environment in which work can be discussed and evaluated. It is at this level that problems often arise since the supervisor and the supervisee may have very different expectations of the process of supervision, and if these are not spelt out clearly and worked through, misunderstandings and disappointments may arise. This can, in turn, lead to 'games' and 'ruptures' in the supervisory alliance. Therefore, we encourage you at the outset to discuss carefully your expectations of supervision. We trust this manual will help you in that process. (For further reading on the psychological contract, see Carroll, 2005, *The Psychological Contract in Organisations*, where there are some exercises on how to get in touch with this elusive side of the contract). We have a section in Chapter 15 around 'critical moments' in supervision which inevitably bring up issues around trust in the supervisory relationship. You might like to have a look at that section now as a way to anticipate possible conflicts within supervision.

### Managing the psychological contract

It is often the difficulties within the psychological contract that result in formal and informal complaints, legal stances and breakdowns in professional (and personal) relationships. It is imperative to look at how supervisors and supervisees can anticipate and work with this side of the contract to avoid such happenings.

Hewson (1999) has suggested ideas on managing the psychological contract in a healthy manner:

1. All parties have an active involvement in the development of the contract.

2. The contract provides a mental set or overall perception of what end goal is in mind for everyone.
3. Contracting creates a guard against the abuse of power and all participants are aware of and patrol the boundaries of power.
4. Overt contracts are designed to minimise covert agendas.
5. Transparency, honesty, openness and dialogue are built into contracting.
6. Contracts are often developmental (they change and need to change over time, e.g., as in marriage) and need to be re-negotiated. The psychological contract is part of that development.
7. Contracts are emotional arenas as well as rational agreements.
8. Pay heed to the social, political, organisational and professional contexts in which contracts are lived and played out.
9. Pick up subtle shifts in expectations from those who are part of the contract—articulate these expectations.
10. Track the relationships to see if any new needs emerge (e.g., that the supervisee might need more support or counselling).

Contracts have been compared by Proctor (2008) to Russian Dolls. There are contracts within contracts and these can take place between different parties within the overall supervisory/training system:

1. there is the overall contract between the two participants and the organisation (e.g., training establishment);
2. within that is the contract between the individual supervisee and the organisation;
3. within 2 there is the supervisory contract between the supervisor and supervisee;
4. these, and the other contracts, need to be aligned so that all are agreed on what will happen.

There is also an ongoing process of contracting that supports the supervision process. This involves the overall learning contract you make with your supervisor that stipulates your learning goals for supervision over the time of your contact with the supervisor. This contract covers your 'growing edges' or areas for development so that both you and the supervisor are clear about what your work together will entail.

Within this larger contract, you will then also contract session-by-session regarding your needs and goals for that particular session. These sessional contracts will help

citizens in the United Kingdom are legally bound to disclose confidential information if it involves terrorism or drug money laundering. What is excluded from being confidential varies in relation to context, but what is important is that all parties are aware of these conditions and agree to them before supervision commences.

3. *Discretionary confidentiality* is where supervisees or clients leave it to the discretion of the supervisor where and when to use the information that emerges from their supervisory sessions. This is a very trusting attitude; this model worked well in a situation where one of us ran a youth counselling service in London. Many young people (not all indeed) would give the counsellor permission to use whatever they needed in the welfare and help of the young person himself or herself.
4. *Negotiated confidentiality* is a form of confidentiality that can cover any or all of the above (and will pertain in all situations) but where the participants start with a blank sheet of paper and work out the type of confidentiality that best suits them. This will involve discussions with and about how to involve/or not, other stakeholders in the supervisory arrangement. However, the negotiation will also reflect individual needs and circumstances.

Our suggestion is that the norm in supervision will be 'limited confidentiality' where it is clear about where, when and to whom disclosures are made.

### Case example

How might you discuss the following with the supervisees?

*With the new Tutors on the Training Programme, you discuss the possibility of a supervision contract. This is the first time you have supervised them, even though both are experienced supervisees. They look surprised when you mention the word 'contract' and after a few moments silence, they react quite negatively. They have not had supervision contracts before, they tell you, and they don't see much point in having one. Don't you trust them, they want to know. They tell you they are fearful that if they sign a contract it may be held against them at some later date.*

### Review and discussion

1. What are the features of an effective contract?
2. Do you think you are now able to negotiate a supervisory contract with your supervisor?

3. What might you do if your supervisor is not interested in negotiating or even having a contract?
4. What part will the psychological contract play in your overall contract with your supervisor? With the organisation? With the training establishment?

## Appendix 1: Example of a Two-way Supervision Contract

(Please note that this contract is taken from a counselling supervision arrangement and would need to be adapted to other professional contexts.)

This is a supervision contract:

Between \_\_\_\_\_ and \_\_\_\_\_

from \_\_\_\_\_ until its review (or ending) on \_\_\_\_\_

### We both:

1. are members of BACP (British Association for Counselling and Psychotherapy).
2. abide by their Code of Ethics and Practice.
3. have indemnity insurance for our work.

### What is supervision?

We are agreed that supervision is a forum used by supervisees to reflect on all aspects of their clinical work, where they receive formal and informal feedback on that work and where the welfare of clients and the quality of the service they receive is central.

### Practicalities:

We will meet for \_\_\_\_\_ hours every \_\_\_\_\_ at a time to be arranged at the end of each supervisory session. Ours is a non-smoking environment and we have agreed that each of us will ensure that there are no unnecessary interruptions (mobiles, phone, people).

(Add here anything about groups if group supervision, or fees, if necessary, or equipment, e.g., flip charts, overhead projects, video, audio, etc.).

### Procedures:

We have agreed that the following arrangements will take place in the following situations:

Cancellation of session

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Non-attendance at supervision session

Where there are disagreements, disputes, conflict areas between supervisor/ supervisee(s)

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If there is need for extra supervision

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Contracts with others, e.g., an organisation or a training course

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For appeals

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Keeping of supervisory notes

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Emergencies (you are free to phone me if there is an emergency on the following number \_\_\_\_\_).

What will you (supervisee) do if I (the supervisor) am not available?

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**Guidelines:**

The following guidelines/ground rules will guide our time together:

1. Confidentiality (what we mean by confidentiality is)...

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2. Openness/honesty (about work done, the supervisory relationship, reports, etc.).
3. Line management issues that may pertain (especially if the supervisor is also the line-manager).
4. Gossip (any leakage of information in the systems).
5. Using feedback to learn.

**Roles and responsibilities:**

We have agreed that as supervisor I will take responsibility for:

1. Time keeping.



2. Managing the overall agenda of sessions.
3. Giving feedback.
4. Monitoring the supervisory relationship.
5. Creating a safe place.
6. Monitoring ethical issues of counselling and supervision.
7. Keeping notes of sessions.
8. Drawing up the final supervisory reports.

We have agreed that as supervisee you will be responsible for:

1. Preparing for supervision.
2. Presenting in supervision.
3. Your learning (objectives); applying learning from supervision.
4. Feedback to self and to supervisor.
5. Keeping notes of supervisory sessions.

**Evaluation and Review:**

We have agreed that informal evaluation of:

1. supervisee;
2. supervisor;
3. supervision.

will take place every sixth session. Formal Evaluations will take place every year or as requested by either supervisor or supervisee.

The criteria against which evaluation of supervisees will take place are at the end of this contract.

Formal reports will be sent to \_\_\_\_\_

and can be viewed by \_\_\_\_\_

They will be kept at \_\_\_\_\_

The process for formal evaluation of supervisees (written) will be:

1. Self evaluation by supervisee.
2. Evaluation by supervisor.
3. Initial report by supervisor to be seen and commented on by supervisee.
4. Final report written by supervisor with space for comments by supervisee.
5. Report sent to agreed personnel (above).

**Re-negotiation of Contract:**

At any time either party (supervisor and/or supervisee) can initiate discussion around re-negotiation of the contract or any part of it. This will be done in advance so there is preparatory time available.

Signed: \_\_\_\_\_ (Supervisor)

Signed: \_\_\_\_\_ (Supervisee/s)

Signed: \_\_\_\_\_ (Others, e.g., organisation or training institute)

## Criteria for evaluating the supervisee

### The helping relationship:

1. Is the supervisee able to establish an effective relationship?
2. Does the supervisee engage with clients?
3. Does the supervisee use power appropriately?

### Awareness of self:

1. Is the supervisee aware of themselves and their own strengths/limits?
2. Is the supervisee reflective?

### Skills/competencies:

1. Does the supervisee have the skills of self-presentation?
2. Of listening/responding/of effective challenge?

### Understanding the helping process:

1. Does the supervisee understand what is happening between self and client?
2. Is the supervisee aware of the stages of helping?

### Diagnosis/assessment:

1. Has the supervisee a method of assessing/diagnosing clients?
2. Is the supervisee able to make clear and accurate diagnosis?

### Contextual issues:

1. Is the supervisee aware of contextual issues in helping?
2. Is the supervisee aware of individual differences?

### Ethics/professionalism:

1. Does the supervisee have a clear code of ethics to which they subscribe?
2. Is the supervisee ethically sensitive to what happens in helping?

### Theory:

1. Does the supervisee have a theory that guides their work?
2. Is the supervisee congruent in theory and practice?
3. Has the supervisee sufficient knowledge to back up practice?

### Attitudes, beliefs, values:

1. Is the supervisee flexible?

2. Is the supervisee tolerant and able to stay with painful issues?
3. Is the supervisee able to learn from supervision?
4. Does the supervisee deal positively with feedback?