Supervision contracts revisited – Towards a negotiated agreement

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Abstract

Standardised supervision contracts within organisations are increasingly being used by supervisors to replace individually negotiated supervision agreements. This article revisits the meaning and purpose of supervision contracts. It explores in detail the differences between standardised contracts provided by organisations and individuallly negotiated agreements. The author recommends a dual system where both types of contract are employed.

Introduction

Supervision contracts have been identified as an important component of good practice in supervision for many years. How the term 'contract' is interpreted is, however, widely variable in practice. In an attempt to underline the importance of all stakeholders being involved in the contracting process, I wrote in 2001 about the value of organisations taking an active part in external supervision arrangements by meeting with supervisors and developing a three-way contract (Morrell, 2001). Over the seven years since then, I have been pleased to note a significant increase in organisations providing supervision contracts for their staff, both internally and externally.

The increased use of organisational contracts suggests that agencies are now recognising supervision as a serious professional activity with clear expectations and responsibilities for all parties. It also suggests that they are recognising the organisation's role in ensuring supervision is productive, beneficial to both staff and clients, and conducted within their code of practice, policies and professional guidelines.

A problem is emerging, however. Notwithstanding the good intentions of organisations in providing standard contracts, and despite their undoubted value, the proliferation of pre-typed supervision contracts may unfortunately have contributed to a reduction in the amount of time spent by supervisors and supervisees in negotiating their own individual agreements. In 1997, Proctor commented on the clear need for improvement in the practice of supervisors' and supervisees' working agreements (Proctor, 1997). In 2006, Henderson reported on the lack of progress in this area, concluding that contracting is 'a skill most supervisors barely deploy' (Henderson, 2006). My own experience from running workshops for supervisors and supervisees supports the view that organisational contracts are often being used to replace, rather than to supplement, individually negotiated agreements between supervisors and supervisees.

In this article I revisit the purposes of supervision agreements, discuss what they should cover, and finally recommend a process by which we might successfully meet these purposes.

The purposes of the supervision contract

Two primary purposes for the supervision contract are consistently identified in supervision literature – to establish ground rules and clear boundaries for the supervision, and to lay good foundations for the development of a collaborative, safe, productive and empowering relationship. Writers such as Atherton (1986), Morrison (2001), Hawkins and Shohet (2000), and Carroll (1996) have identified two sections of the contract, relating to these two purposes: the first section is generally termed the 'business' or 'administrative' section and the second part has been referred to as the 'specific' or 'psychological' section. I consider the essential meaning of this section to be most accurately captured by the term 'process' section, and will use this term throughout this article.

The business section establishes ground rules, such as frequency, length and venue for sessions, punctuality, cancellation, topics to be discussed and organisational and professional goals for the supervision. Clarification of lines of accountability and the boundaries of confidentiality fit here. Scaife (2001) comments on the importance of exploring any evaluative role the supervisor may have, and of identifying the responsibilities the supervisor and supervisee have to other involved stakeholders, such as a training institution or the agency the supervisee works for.

The process section explores the supervisee's and the supervisor's hopes, expectations, wishes and goals for the supervision and what these indicate about the best way for the supervisory pair to work together. It is valuable not only for what is discussed, but how it is discussed. True negotiation of each clause lays foundations for a collaborative partnership (a fundamental characteristic of a successful supervision relationship) in which the parties work together, share the responsibility for learning and attend to process, as well as content issues.

How far do organisational contracts meet these purposes?

Organisational contracts meet the business purpose by providing a clear statement of organisational requirements and expectations, reporting lines and other ground rules. Organisational contracts are usually standard documents, devised and owned by the organisation. Supervisor and supervisee are expected to read and sign them. They are less likely to meet the process purpose of the contract, and may in fact, if they are the only form of contract used by a supervisory pair, be detrimental to the establishment of a collaborative relationship, running the risk of what Proctor calls 'front loading' – that is fitting everything at the outset, so that it has at least been said, even though it may not be fully understood (Proctor, 1997, p. 193).

When presented with a standard contract, supervisees may feel unable to challenge or question the wording, for a number of reasons. Firstly, the fact that it is a pre-typed document may suggest that it is standard practice to read and sign it, and to accept it as correct. This is commonly borne out by my trainees, who typically answer the question: 'Did you question anything in the contract, or ask for clarification?' with 'No, I didn't think I could'.

Secondly, the fact that supervision contracts are usually seen and signed by the manager or team leader may further compound the inability to question the standard wording and may inhibit true negotiation and clarification of differing views. Thirdly, some supervisees may experience considerable anxiety about the process of supervision and may choose to disguise this pervasive anxiety by not asking questions (Skovholt and Ronnestad, cited in Feltham and Dryden, 1994, p. 4).

When supervisees just read and sign the contract, without clarification or negotiation, the opportunity to explore the nuances of meaning in the wording is missed. Feltham and Dryden (1994, p. 3) state that proceeding with supervision without clarification is poor practice, which erodes supervisees' power. Thus managers and supervisors who only use a standard contract run the risk of reinforcing some supervisees' view that they are passive recipients of an organisation- and supervisor-led process.

Even when organisations include in their contract blank sections for supervisors and supervisees to complete as they see fit, the formulaic nature of the rest of the contract suggests that there is a quick, black and white way of completing these sections and that writing is the goal. It is not conducive to full and honest discussion of each item. I have seen many contracts in which these sections have been completed in a similar way to the ground rules sections, for example: 'The supervisee agrees to: - come on time, be prepared, cancel in a timely manner'.

When the wishes, hopes, expectations and fears of each party remain unexplored, any mismatch may remain unidentified. Scaife (2001) supports my own view that it is difficult to recover a supervisory relationship which has run into difficulties because of such misunderstandings

What is needed to supplement the organisational contract?

When supervision writers and practitioners first promoted the value of supervision agreements, they were referring to an individual, unique agreement as a product of a thorough discussion between supervisor and supervisee about how they will work together. This individual unique agreement, when used in isolation, may have some pitfalls, as I have discussed elsewhere (Morrell, 2001). In particular, it may omit from the process a significant stakeholder, the organisation, which is entitled to have clear views about how the supervision will be done.

This individual negotiation is essential, however, in meeting the 'process' purpose outlined above. Focusing on the negotiation, rather than on the written document, lays the foundations for a collaborative partnership, and promotes a climate of openness in which 'processes in supervision … are matters for discussion and negotiation, rather than happening by accident' (Scaife, 2001, p. 54). Time spent discussing the hopes, fears, anxieties and expectations brought to the relationship by both parties and coming to an agreement about what is and is not going to happen in sessions (Scaife, 2001) is fundamental to the development of an open, productive relationship. Supervisees deserve to be equal partners, or preferably leaders, in the negotiation, thus creating a strengths-based, respectful partnership environment.

Some supervisees may be uncertain about the process of supervision. By spending time negotiating an individual agreement, supervisors give them space and encouragement to voice their concerns, as well as their hopes and assumptions thus prompting them to 'consider the conditions under which their learning might flourish' (Scaife, 2001). When supervisees understand that they own the supervision sessions, and that the way the sessions are run will be based on their needs, wishes, goals and style, which the supervisor respects and wishes to understand, they are more likely to be open and receptive in supervision. The likelihood of their responding well to, or indeed seeking, challenge in supervision is enhanced (Thomas, 2005)

How should the content of the agreement differ from an organisational contract?

There are two key differences between an organisational contract and a negotiated agreement. Firstly, the ground rules stated in the former are fully explored and negotiated, attending to grey areas, to nuances of opinion and meaning rather than to statements of bottom lines. Secondly, there is a full discussion about the detail of how this supervisor and supervisee hope to work together. This discussion is individual and unique to each supervisory pair, and is devised, written, and owned by them.

Some examples of full discussion of the ground rules

A very simple example of the difference between a statement of fact and a full discussion, relates to the length of a supervision session, which is often stated in an organisational contract as one hour. The concept of one hour seems at first sight straightforward, but is in fact open to interpretation in a number of different ways. Some supervisors adhere strictly to time limits in their sessions, seeing their role as managing the discussions so that supervisees leave having achieved their goals for the session. Such supervisors tend to begin a wind-down process in the last 5 or 10 minutes of the session. Other supervisors are less formal and more fluid about the timeframe, allowing the sessions to extend beyond the hour if they consider that a useful discussion is taking place. Unless this is fully explored in the contracting phase, there may be a mismatch of expectations which can lead to confusion and resentment.

Another example relates to preparation for supervision sessions. Many organisational contracts state that the supervisee will 'come prepared' to supervision, however what is meant by preparation is widely variable. The negotiation phase provides supervisors with a good opportunity to explore the supervisee's approach to preparing for sessions, to request any particular preparation that they hope for, and to let the supervisee know how they (the supervisor) will prepare for the session themselves. By committing to clearing their desk, turning off their phone, reflecting on how they need to be with this supervisee, and taking time to reflect on sessions after the supervisee has left. (Morrell, 2005), supervisors convey to supervisees that they are as committed to the process of supervision as they are asking the supervisee to be.

A more complex example of the importance of fully discussing the ground rules relates to discussions about confidentiality, ethics, accountability and reporting lines. Most organisational contracts contain a clause about boundaries of confidentiality, often resembling the following:

> Matters discussed in supervision will be kept confidential unless issues of concern arise in relation to the supervisee's safety or ethical practice, in which case the supervisor will, with the supervisee's knowledge, contact the supervisee's manager.

This clause is again open to interpretation in a number of different ways. As it stands, it emphasises the clear instances of unethical practice. If left unexplored, it may lead to supervisees being unwilling to disclose marginal practice or temptations to behave unprofessionally for fear that the supervisor will feel obliged to report them.

A good negotiation around this topic explores the grey areas, and the broader areas of mutual understanding. Supervisors will elicit from supervisees their ethical standpoint: do they see the world as black and white, as a set of rules, or do they have an understanding of the complexity of conflicting rights and wrongs? Have they experienced ethical dilemmas in the past? How has this been handled? What role has supervision played? Do they appreciate the value of using supervision as a place to explore their own, their profession's or their agency's ethical frameworks; to talk over any issue requiring complex decision-making, even sometimes after the event, when they have needed to make a judgement on the spot?

Supervisors should familiarise themselves with the supervisee's code of ethics, and explore with them what they both expect in terms of disclosure of marginal practice, indicating that they will jointly struggle with the complexities of such challenging situations, until they come to an agreement. It is useful to discuss the nature of circumstances which might require the intervention of the manager, and the process that the supervisee might expect around this. To be at all effective in monitoring supervisees' practice, and keeping clients safe, supervisors must create a climate in which human responses and ethical dilemmas can be explored (Carroll, 1996), provide reassurance that we may all at times be tempted to act inappropriately, and encourage supervisees to see the supervisor as the first port of call when issues and dilemmas arise. To create a conducive climate for such disclosure, supervisors, too, should be willing to reveal their own ethical frameworks; to demonstrate their willingness to tussle with complexities in practice; to communicate the importance they place on their own supervision as a forum for ethical discussion, and to transmit to the supervisee their empathy, sensitivity and belief in their good intentions.

It is particularly important to fully discuss issues around confidentiality and accountability in line-management supervision situations. How will the line between supervision and performance appraisal be managed? How much information discussed in supervision will be used outside the relationship? What impact will the supervisee's anxiety about this have on their ability to be honest about their mistakes and weaknesses? What agreement can be reached to enhance this process?

Supervisors and supervisees will benefit from discussing their approach to the confidentiality of their sessions in a more general way. Who is the supervisor's supervisor? Will the supervisee be identified when the supervisor attends their own supervision? What effect will that have on the supervisee's willingness to disclose, especially if the supervisor's supervisor is the team leader or manager? What notes will be kept? Where will they be stored? Who will have access to them? How will the supervisee discuss outcomes of the supervision with others? What accountability processes are there for the supervisee should the supervisor act unethically?

A final example of full discussion of ground rules relates to the 'Topics for supervision' section of a standard contract. This section often makes a broad statement of the topics which may be discussed in any supervision arrangement. It is useful to discuss the finer points of this more fully in an individual negotiation. Many supervisees have never been taught about appropriate topics for supervision. The negotiation stage provides an opportunity to explore not only which topics are appropriate to bring to supervision but also which topics the supervisee will feel confident to bring, which topics they will need encouragement to bring and which topics are likely to be avoided. A valuable discussion may take place about the supervisor's role in monitoring the range of topics brought, for example, their responsibility to notice if the supervisee only talks about 'out there' issues.

Clarifying what is not appropriate to spend supervision time discussing is also useful. For example, there is a wide variety of opinion about the extent to which it is appropriate to discuss personal issues and emotional responses to the work in supervision. It is essential to identify whether there is a match or mismatch of expectations about this complex issue. Standard contracts often state:

> Personal matters may be brought to supervision insofar as they are impacting on the work. Should a need for counselling be identified, a referral elsewhere is appropriate.

Once again, this clause can be interpreted in a wide variety of ways. Some supervisees are reluctant to mention their feelings, for fear their supervisor may consider them unprofessional or may require them to attend counselling. From anecdotal evidence on my courses, I have deduced that many supervisees have experienced inappropriate and damaging responses from supervisors, either of being cut short – 'you need to take this elsewhere', or of being 'forced' to expose their personal/emotional lives in a way which made them uncomfortable. Other supervisees may expect their supervisor to double as their counsellor, because of the way previous supervisors have handled such situations. The contracting stage provides an opportunity for supervisor and supervisee to share their past experiences, to clarify their views and to come to an agreement.

Some examples of the discussion around how this supervisor and supervisee will work together

As well as exploring and clarifying the ground-rules in the organisational contract, it is essential that the supervisor and supervisee also discuss and agree on how the supervision will be conducted, and what exactly will happen in their work together. This discussion should include some simple matters such as how supervision sessions will begin and end, the level of structure suited to them both, what an agenda means to each party, or whether an entry statement or supervisory question will be used.

The discussion should also cover what Thomas (1994) calls the 'human' aspects of the supervision. The supervisor shows respect and curiosity about the supervisee's unique response mode and coaxes the supervisee to raise their individual hopes, fears, anxieties and goals for the supervision. A number of authors provide useful material about what might be covered in this discussion. Atherton (1986), who aims his book principally at group home professionals, provides some of the best information on how to negotiate an individual 'personalised' agreement in any setting, with in-depth analysis of possible responses from supervisees at this stage. He encourages supervisors to understand that a supervisee's 'I don't know' response

to a question about their view of supervision is more indicative of a lack of trust than of a lack of self-knowledge. He encourages supervisors not to 'fall for this one', by suggesting clauses of agreement, but rather to gently probe, encourage and explore. Morrison (2001) pays considerable attention to the importance of discussing the supervisee's and the supervisor's learning styles, supervision history and likely response to the anxiety the supervision relationship may provoke. Feltham and Dryden (1994) and Tsui (2005) both provide an overview of discussion points, the former particularly expanding on the importance of exploring the supervisee's theoretical orientation and stage of development in order to establish what supervisory interventions will be appropriate. Proctor (1997) explores the value of supervisees and supervisors comparing their understanding of what supervision is, and what it should be. In her earlier work (Proctor, 1993), she provides assistance with identification of 'drivers' and introduces the idea of exploring the balance of challenge and support which may be most helpful to supervisees. I have found this a particularly useful idea to develop with supervisees and trainee supervisors, and provide some thoughts about its value here.

A successful supervision relationship is both supportive and appropriately challenging. When pitched at an appropriate level for the individual supervisee, challenging interventions, (assisting a process of seeing issues or behaviour in a different way), can be the most productive aspect of supervision. When pitched at an inappropriate level they can be the most anxiety-provoking, can result in defensiveness, and can be destructive of both the supervisee and of the supervision relationship. Finding the correct balance for each individual supervisee can be difficult for many supervisors. Some may take a trial and error approach, which can lead to irretrievable mistakes in this sensitive area. It is essential for supervisors and supervisees to take time, in their contracting phase, to discuss the supervisee's unique way of responding to challenge or feedback.

The resilience of any individual varies from day to day and from week to week according to life and work circumstances, but most are nonetheless able to generalise about their typical way of dealing with feedback, whether in supervision or in other aspects of their lives. Carroll and Gilbert (2005) maintain that childhood experiences are fundamental in forming characteristic responses to both giving and receiving feedback. They provide useful exercises to assist supervisees to identify these experiences and the effect they are likely to have. Supervisors are also affected by such childhood experiences, and many, however experienced, find giving feedback in supervision challenging and anxiety-provoking. A shared understanding of preferences in feedback style, and likely responses to challenge is empowering for supervisees, giving them permission to ask for what they need. It provides supervisors with an invaluable roadmap, assisting them in feeling confident about choosing the appropriate manner of providing extending interventions for each supervisee, and understanding their responses to such interventions.

What is a good process for this negotiation?

Whilst some supervisors promote engaging in a few supervision sessions and then working out a contract, I am a firm advocate for negotiating the agreement at the very beginning of the relationship.

Firstly, I believe that supervisees, whether or not they have experienced supervision before, are well able to articulate how they feel about supervision. To believe otherwise is at best

disrespectful and at worst disempowering. Wilmot (2008) points out that every human being has been in relationships before, that we all come to new relationships with hopes and fears, expectations and anxieties, based not only on previous supervision experiences but also on previous life experiences. These experiences may be about intimacy, authority, power, scrutiny or teaching/learning. Such experiences will shape our view of the potential for benefit or harm in the supervision relationship. Lack of experience of supervision and previous supervision experiences may both contribute to anxiety, and possibly to projection onto the supervisor of other relationship experiences. There may be fantasies and misconceptions about what supervision is or may become. These hopes, fears, myths and fantasies deserve to be acknowledged at the very beginning of a supervision relationship, in order to minimise the possibility of their remaining undetected and thus becoming an underground saboteur of the work. Questions such as the following may be useful: What do you hope for? What are you anxious about? What have you heard about supervision? How do you come to be here? Is supervision a requirement for you? How do you feel about that? How can I help? How will I know if I'm getting it wrong?

New supervisees may not know much about supervision, but they will know how they best learn. They will know how they feel about difference of opinion and challenge – do they find this easy or difficult to deal with? They will know how comfortable they are with talking about their feelings.

Supervisors may also be anxious about being good enough. They deserve to have as full a picture as possible of each supervisee so that they feel confident to choose their supervisory interventions appropriately. Embarking on supervision without this initial information is like setting out on a journey to an unfamiliar destination without a roadmap. The view that 'supervision is supervision' i.e. that what the supervisor does in sessions is determined solely by the supervisor, rather than by the supervisee's personality, style, preferences and goals, is not conducive to a sound and empowering supervision relationship.

I maintain that it is good practice for supervisors, just as it is for social workers, occupational therapists, physiotherapists and other professionals, to always conduct a comprehensive engagement, assessment and goal-setting process before commencing work with clients. Embarking on a few sessions before negotiating an agreement runs the risk of embedding a supervisory approach which is hard for the supervisee to challenge later. Without having laid the foundations of a partnership approach, or fully discussed the importance of feedback, the inherent power differential in supervision is likely to inhibit supervisees' willingness to be honest if the supervisor's approach is not suiting them. Many people find it hard in any situation to give feedback which might be perceived as critical. It is a normal human response to fear hurting someone's feelings, to worry that the criticism might be taken personally, or to be concerned about the potential for retaliation. This is even more daunting when the recipient is a person with expertise, and considerable power. Without encouragement to consider what might suit them, many supervisees will accept the style of supervision they are offered, thinking 'it must be OK, she's been supervising for years, it must be me'. This is especially true in a line-management supervision relationship where there could be risks to performance appraisal or bonuses.

How long should the negotiation take?

Whilst completing and signing an organisational contract may be a reasonably quick process, it is essential for supervisee and supervisor not to hurry their individual negotiation,

and to take the time necessary to fully discuss the finer details of their agreement. This usually takes at least one full session, after an introductory meeting. In order to give both supervisor and supervisee space to attend to the negotiation, it may be useful to discuss how any urgent supervisory issues will be dealt with until this is completed. Supervisors and supervisees should bear in mind that this process lays the foundations for a successful, productive supervision relationship. The extent to which this negotiation phase is done well makes a fundamental contribution to the supervisee's engagement in the process and thus to the usefulness of the supervision relationship.

It can be difficult to get the balance right between covering everything that should be discussed on the one hand and bombarding the supervisee with questions and information on the other hand (Feltham and Dryden, 1994). I recommend a process of open discussion with a light structure. It may be useful for supervisees to have an outline of topics to consider before the contracting session to help them think about what they want to contribute to the discussion. Too rigid a format, however, may suggest to the supervisee that there is a right and a wrong answer, rather than a genuine interest in how they feel and what they think.

Who should write up the agreement?

Although, as shown above, the value of the negotiated agreement lies in the process of negotiation rather than in the final document, most writers agree that the outcomes of the negotiation should be captured in writing. A written record of the discussion underlines its importance as a framework for the supervision as well as providing the basis for reviewing and developing the supervisory relationship.

Anecdotal evidence from my workshops suggests that it is most often the supervisor who writes up the agreement. If the purpose of the exercise of negotiating an agreement is to empower and engage the supervisee in the supervision process, however, it makes sense for the supervisee to write it up. Supervisees find this process of itself empowering, and in the process they take ownership of the agreement as well as of the supervision process (Tsui, 2005). I believe there is a considerable difference between a supervisee asking their supervisor to read and sign a document they have written, and a supervisee being asked to read and sign a document the supervisor has written.

What should happen to the agreement once it has been signed?

An organisational contract is likely to have a 'done that' element, and to be put in the bottom drawer and forgotten. A negotiated agreement, however, will hopefully become a living document which is periodically reviewed and altered according to newly emerging information, preferences and goals.

Conclusion

Two types of contracts are outlined above: organisational contracts and supervisor/supervisee negotiated agreements. Organisational contracts are essential for providing clarity about ground rules, accountability and organisational requirements. When used alone, they run the risk of disempowering supervisees and leaving important clauses unexplored. Supervisor/supervisee negotiated agreements, on the other hand, are essential for creating a climate of openness within the relationship. When used alone, they run the risk of non-involvement by the agency for which the supervisee works, with a high degree of confidentiality but poor accountability (Morrell, 2001).

For best practice in supervision, I recommend a dual system – an organisational contract endorsed and held by management, alongside an individual, more private, negotiated agreement between supervisor and supervisee, which involves careful and lengthy discussion of every aspect of their work together. Calling this second form of agreement a 'memorandum of understanding,' may assist clarity and avoid legal problems which may concern some organisations. Supervisees' and supervisors' commitment to, and understanding and practice of, this negotiation process will undoubtedly be greatly enhanced by specific training in this area.

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