

# SUPERVISION CONTRACTS

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The supervisory relationship is a contractual relationship, even if the terms of the contract haven't been made explicit. The problem with implicit agreements is that there can be many misunderstandings. It's preferable to spend time at the start to negotiate an explicit, written contract. You can call it an 'agreement' to soften the heavy legal sound of the word 'contract'.

The purpose of the agreement/contract is to ensure safety by clarifying goals, boundaries, role, responsibilities, assessment and reporting procedures, etc. I suggest discussing each of the items listed below. The practitioner can then type up the agreement and provide a copy to the supervisor. The agreement should be reviewed regularly (at least every six months) and whenever an issue arises that isn't covered in it.

## AGREEMENT BETWEEN SUPERVISOR AND PRACTITIONER

- **Purpose** of the supervision Identify the requirements of all stakeholders such as University, Registration board and Manager. Also elicit the practitioner's needs and wishes - there's more to supervision than meeting external requirements!
- **Goals** Short-term, specific goals (SMART: Specific, Measurable, Achievable, Realistic, Time scheduled) Break down the requirements and wishes into manageable chunks and specify the goals on a timeline
- **Roles and Responsibilities** Who is responsible for what? Be clear about the supervisor's and practitioner's roles and responsibilities in each of the supervisory spaces (Directive, Evaluative, Passive, Restorative, Active and Reflective; see chapter A3 in *Reflective Practice in Supervision*). For example, the practitioner is the principle explorer and the supervisor is a mindful friend, not an advisor, when in Reflective Space.
- **Accountability** Who is accountable to whom for what? Be clear about each parties' accountability to each other and to Manager and University/Board.
- **Assessment** What will be assessed, when will it be assessed and what criteria will be used. Due process requires that all requirements and criteria are specified clearly from the start.
- **Reporting processes** to Board, Manager and University What reports? To whom? When? In what form? Who can see them? What are the limits on confidentiality? What are the mandatory reporting requirements? A statement such as the following ensures safety within legal/ethical accountability:  
*Everything that happens in supervision is completely confidential except for (1) required reports to University/Board/Manager as specified in this agreement, and (2) if the practitioner practices in a dangerous, illegal or unethical manner. No reports will be made without giving notice to the practitioner. The*

*practitioner will have access to all written reports before submission (with right of response) and/or will be present (physically or by phone conference) during verbal reports.*

- **Methods** What methods will be used in each of the supervisory spaces? (e.g. perhaps live observation, roleplay and problem-solving will be used in Active Space)
- **Therapeutic orientation** for case discussions You don't have to be rigid about the approach you're using, but supervision can get very confusing if the supervisor is using e.g a psychodynamic approach and the practitioner is using e.g. a CBT approach.
- **Degree of self-disclosure** Different therapeutic orientations and different supervisory spaces require different levels of self-disclosure. It is unethical to require self-disclosure without freely given informed consent. What degree of self-disclosure is needed for the supervisory approach you are using? Discuss the fine line between reflective supervision and therapy, and negotiate that either of you can voice your concerns if you experience that the process is crossing the line.
- **Record keeping** What records (such as log books and session notes) are required? What format? Who does it? How will they be safely stored? Also, what information will go into client's files regarding supervision discussions?
- **Policies** to be followed. What legal and organisational policies must be followed? What about procedures for when external requirements haven't been set. Examples of policies to be identified or written: how to respond to risk of harm to self or others, intoxicated clients, weapons or threat of violence during sessions, illegal or unsafe behaviours (such as non-safe sex), home visits, use of touch, working alone with minors, notification of suspected abuse.
- **Schedule** Times and place of supervision and who books formal supervision meetings (especially after cancelled sessions)
- **Emergency back-up** Who to go to when supervisor is unavailable? (this is an essential item for supervision of trainees)
- **Informal supervision** arrangements. Is all supervision 'formal' or is it also available 'on the run' (e.g. as you pass in a corridor) or during a social tea break? I put 'No informal supervision' in my agreements. The practitioner can ask for a quick, formal session, but I don't do supervision 'on the run'.
- **Supervisory alliance** Ruptures in the supervisory alliance can undermine supervision and, if not addressed, have the potential to do harm to the practitioner. On the other hand, ruptures can be valuable learning opportunities. It's best to discuss the potential for problems, and even ruptures, in the relationship and make an agreement that the relationship will be nurtured and any concerns will be addressed as quickly and safely as possible. Also, agree on what to do if either party has concerns that can't be addressed within the relationship. Discuss the supervisor's role as a 'mindful friend' in reflective space, and clarify the boundaries between being an ally and forming a friendship. Agree on regular times (perhaps every six months) to review the supervisory relationship and agree that either party can ask to discuss the relationship at any time.

- **Due process** needs to be followed if there are concerns about competence or professional behaviour. Specify in the agreement the steps that will be taken. For example, initial alert, then highlight issue, then strong warning, then remediation plan with support.
- **Reflective practice** Acknowledge that reflective supervision can be unsettling especially when it queries deep assumptions (including the assumptions of the organisation). How will painful feelings, such as shame, and discomfort as the practitioner approaches their 'growing edge', be shared and contained? Negotiate ways the supervisor can support the practitioner through the process if they choose to challenge established workplace or professional cultures.
- **Fees** The 'fee' is sometimes money, but it can also be work in exchange, or the satisfaction of nurturing a trainee's professional development, or challenging one's usual practices, or learning by teaching. Both parties need to be clear about what the supervisor needs to keep them enriched and engaged.
- **Review** dates At least every six months.
- **Termination** Date when this supervision agreement will terminate or when a new agreement will be negotiated

Ideally, an agreement should also be negotiated with **management** of the practitioner's organisation that addresses requirements, accountability, reporting and limits on confidentiality.

## SAMPLE SUPERVISION GROUP AGREEMENT

This agreement is between ..... (Supervisor)

and .....

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### GROUP MEMBER'S GOALS

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Purpose	Consultation group to meet Board's CPD requirements
Frequency	Fortnightly - Feb to Nov (about 22 meetings in the year)
Duration	2.5 hours
Times	9 to 11.30am
Type of group	Co-operative/reflective (i.e. supervisor will facilitates active consultation to each other by each group member)
Timetable	9.00 Check in/negotiate agenda 9.15 Consultation 1 10.15 Consultation 2 11.15 Debrief process/learning statements/sign logs 11.30 Close
Format	<ul style="list-style-type: none"> <li>• Each member will have one hour in alternate meetings to focus on their work (about 10 hours per year)</li> <li>• If a member has an urgent issue, they can negotiate to swap time with another group member</li> <li>• Each member is responsible to choose their content and tool and to bring 5 copies of their Notable Incident to distribute</li> </ul>
Venue	The venue will rotate; each group member will host every fourth meeting and provide a quiet, private space as a meeting room
Catering	The host will provide water/tea/coffee throughout the meeting. Each member brings their own snacks.
Preparation	<ul style="list-style-type: none"> <li>• Members are responsible for ensuring they are meeting Board requirements for CPD (plan is 8 hrs group and 2 hrs individual)</li> <li>• Members will acquire skills in facilitating reflective practice</li> <li>• Members will come to meetings prepared for their hour</li> </ul>
Confidentiality	<ul style="list-style-type: none"> <li>• Except in the event that dangerous, illegal or unethical behaviour is disclosed (see next page) everything discussed in the group is absolutely confidential</li> <li>• Members must not include any identifying information in the notes they take during the meeting</li> </ul>
Self-disclosure	<ul style="list-style-type: none"> <li>• Self-disclosure is not required. Member may invite relevant personal disclosure from others but each person has the right to refuse to discuss personal issues in the group</li> </ul>

Attendance	<ul style="list-style-type: none"> <li>• Each group member will attend all meetings except in the case of leave, illness or emergencies</li> </ul>
Responsibility and accountability Assessment/reporting	<ul style="list-style-type: none"> <li>• Each group member is responsible for their own work and is accountable only to themselves and/or their manager; they are not accountable to their peers</li> <li>• The group members are not responsible for the work of other group members and do not have the right to give instructions or to follow-up on outcomes</li> <li>• No evaluation or reporting will occur except in the case of dangerous, unethical or illegal practice</li> </ul>
Methods/Spaces	<ul style="list-style-type: none"> <li>• The consultation will be mainly in Reflective Space, using the principles and tools of reflective supervision. Where needed, problem solving in Active Space and debriefing in Restorative space will be provided. It is not expected that any time will be spent in Directive, Evaluative, or Passive Space</li> </ul>
Safety, alliances and problems	<ul style="list-style-type: none"> <li>• All group members appreciate that a safe, cohesive group is needed for optimal supervision. Relationships will be nurtured. Members will deal with small issues before they escalate. If bigger problems arise, the group members will vote to either: <ul style="list-style-type: none"> <li>○ reduce or cancel the time allocated for one or more consultations in a regular group meeting to address the problem, or</li> <li>○ schedule an extra meeting to address the problem</li> </ul> </li> </ul>
Dangerous, Illegal or unethical practice	<ul style="list-style-type: none"> <li>• All group members are aware of the mandatory and voluntary notification procedures. Members will follow due process in that: <ul style="list-style-type: none"> <li>○ they will raise any concerns they have about another group members behaviour as soon as possible</li> <li>○ they will give the person the opportunity to remedy the problem (unless it is a mandatory report issue)</li> <li>○ they will inform the person that that are intending to notify before the notification is made</li> </ul> </li> <li>• All group members appreciate the responsibility of other members to abide by notification standards and welcome early feedback on any concerns other group members have about their professional functioning</li> </ul>
Fees	<ul style="list-style-type: none"> <li>• The supervisor will be paid \$xx per session, with equal contributions by each of the four group members (even if one or more is absent).</li> </ul>
Duration	<ul style="list-style-type: none"> <li>• This contract will terminate at the last meeting of the year</li> <li>• The members will renegotiate the contract at the first meeting next year</li> </ul>

DATE: ..... Supervisor .....

Name..... Signature .....

Name..... Signature .....

Name..... Signature .....

Name..... Signature .....