CONTRACTING: AN ENTRY POINT AND A PROCESS

WILLIAM L. DAVIS and WILLIAM A. BORGEN University of British Columbia

Abstract

This article outlines an alternative procedure particular for counsellors in junior and secondary schools who often find nondirective techniques to be counterproductive. The authors suggest a two phase contracting system which involves: (a) an overall commitment by the client to participate in counselling combined with a clear offer of service by the counsellor, and (b) small on-going contracts designed to fulfill the overall identified objectives of counselling. Client and counsellor responsibility is outlined for each step in the process. It is concluded that the contracting process provides a meaningful vehicle for counsellors to help adolescent clients clarify and order environmental input so that courses of action can be more meaningful identified.

Résumé

Cet article décrit une méthode alternative destinée aux conseillers des écoles secondaires premier et deuxième cycles. Ceux-ci trouvent souvent que les techniques "non-directives" sont anti-productives. Les auteurs suggèrent une méthode de "contrats" en deux étapes qui comprend: a) un engagement total de la part du client à participer aux séances avec le consiller en même temps que ce dernier offre ouvertement son aide, et b) de petits "contrats" conçus de manière à aboutir à la réalisation des buts identifiés. La responsabilité à la fois du client et du conseiller est décrite pour chaque étape du processus. Il apparaît que la méthode de "contrats" fournit aux conseillers un moyen significatif d'aider les adolescents à éclaircir et à mettre de l'ordre dans les faits et les choses qui les entourent. Un plan d'action peut ainsi être établi plus facilement.

How often would you return to your General Practitioner if he examined you extensively with all of his available tools, responded to your description of your ailments with, "Yes, uh huh; I understand: I agree; it sounds as if you have a lot of pain . . ." and then suggested you return for another examination next week? While this allusion does not imply that counselling lends itself readily to a direct diagnosis - remediation model, it does suggest that non-directive approaches can be counterproductive. This article outlines an alternative procedure particularly for counsellors in junior and secondary schools who find that a non-directive stance leads to: (a) confusion in adolescent clients about the purposes of counselling, and (b) frustration and lack of clarity in the counsellor about how to proceed with clients. In the experience of the authors, these feelings seem to occur most often because the counsellor is restricted to reflective methods; he has appeared to agree with the client's view of himself and others; and he has been unable to see any meaningful entry point into the client's world.

Some counsellors, in an attempt to modify a non-directive stance create hidden agendas or implied contracts with clients. These hidden contracts typically involve a tacit commitment on the part of the client to verbalize freely regarding his feelings and then somehow convert this process magically into new perceptions and/or behaviours in his environment. Counsellors then act as covert manipulators in a seemingly amorphous process which is governed by a set of unidentified guidelines.

In general then, the authors would like to offer counsellors permission to go beyond reflection and implied contracts and to offer their clients clear direction. Clear contracting allows the client to use his information and experience to advantage, and moves the counselling experience in a concrete direction.

More specifically, the contracting process is particularly useful with adolescent clients because this age group is in the final phases of

- a) firming up concrete thinking skills, and
- b) processing great quantities of new information about themselves (physically and psychologically), about other people and about the world of work.

The adolescent characteristically has an overloaded processing system which often makes it difficult for him to make a specific service

request of a counsellor. To compound his confusion, the prospective adolescent client may have false perceptions regarding the role of the counsellor. Initially, contracting can help clarify the parameters of a counselling relationship and, as an ongoing process, set up a problem solving model which will become a mediating step in the transition from free floating verbalizations to understandable behaviour/perception change.

The authors have found that counsellors who offer well defined contracts experience three results: (a) they find clients thinking more; (b) they find that the responsibility of both participants is clearer; and (c) they experience the counselling process from a more encouraging perspective.

ASSUMPTIONS OF THE CONTRACTING PROCESS

The assumptions underlying this process are: that the client and counsellor share responsibility in the counselling process; that if either participant does not understand his responsibility this process will not work; that if one participant avoids carrying out a known responsibility, then there is some problem occuring other than ineffective contracting; that an overall contract can only be implemented by an on-going series of smaller contracts.

DEVELOPMENTAL RATIONALE

The contractual approach is based upon two developmental assumptions. They are as follows:

Developmental Assumption 1

A client will present to the counsellor a consistent, fixed view of self. This fixed view of self develops in the act of living because the person processes solutions and arrives at conclusions about himself, other people, and his life course for many years before meeting the counsellor. A person will then practice these previously arrived at decisions in an ever-increasingly automatic way.

Implications: a) The student client who comes to see a counsellor will for the most part, present himself in a complete but fixed way. Moreover, the client will invite the counsellor to see him only as he knows himself to be and will approach current troublesome situations with his established and familiar frames of reference.

b) The student will encourage the counsellor to view life the same way he does and solicit agreement to his conclusions, with statements like: "(you)... feel the way I do, right?" or "What else can you do?" or, "Well, that's the way it is," (implying there is no other way to see or think about it.)

Developmental Assumption 2

The fixed view of self will be especially strong when change is suggested. Approaching change the student will either (a) maintain this established view of self and others (this is usually accomplished by blaming others and feeling the helplessness that accompanies seeing the locus of change outside himself — "If things were different, if something else would only happen, if you could only talk to them, if only . . ., then I would feel better, I would be successful, etc.") or (b) he will see the need for change; agree to a contract for change, but go on living according to the life arrangement that produced the problem. Neither of these occurrances is unusual and should be expected.

THE CONTRACTING PROCESS (See Table 1)

OVERALL CONTRACT

Stage 1

Client Responsibility: Talk

The first client responsibility is to talk and let the counsellor know, who he is and the important things happening in his life. If he does not talk, the counsellor may want to consider whether (a) the person has yet chosen to be a client; (b) the issue is more serious than the school can deal with; or (c) the client wants the counsellor to take responsibility for him. Since the counsellor's skills will not be useful if the client is not open with the counsellor, the authors suggest that an offer of continued availability be made when the client is ready to work. This allows both the client and counsellor to be "OK" and not work together when it will predictably fail. (This also prevents the counselling office from becoming a dumping ground for reluctant referrals or misbehaving students).

Counsellor Responsibility: Listen-Wait-Think

Given that the client uses his energy to talk, the counsellor's responsibility in this phase is to listen, wait and think. Suggested questions to ponder while waiting and listening are: How can I be useful to this person? What am I expected to do in the eyes of the client? What do I think I could do that would be useful to him? Do I see it the same way he is telling it? Are there any patterns evolving? These questions can help the counsellor to formulate his offer of service to the client.

Stage 2

Counsellor Responsibility: Offer

The think stage should continue until the initial offer is in the following form:

 The offer is clear and concise, based on the specific content shared by the client. It includes suggestions regarding issues which may be dealt with in counselling and an overview of processes which may be involved in dealing with them.

 The offer needs to be backed up at this point by the counsellor's understanding of the directions he intends to follow and the skills he will use to fulfill the offer.

If the counsellor can't fulfill these two criteria, he is advised to keep thinking and wait until he think of a crisp way to make a service offer.

Client Responsibility: Listen-Think

The client's responsibility is to consider what the counsellor offers. If the client does not listen or gives evidence of not considering the offer, this behaviour needs to be brought to the attention of the client and the offer made a second time.

Stage 3

Client Responsibility: Decide

Here the client's responsibility is to decide whether, to the best of his knowledge about himself, the offer of service is the one he wants to pursue.

Counsellor Responsibility: Confirm

In this phase the counsellor has two tasks.

- He can assess the client's agreement and decide whether the offer is being accepted or resisted. If the offer is resisted the client can be invited to present a more precise request or suggest an alternative offer that he wants the counsellor to make.
- If there has been an acceptance of the offer in the counsellor's opinion, the counsellor needs to formulate a succession of ongoing contracts to make his initial offer of service more concrete.

ON-GOING CONTRACTING

Client Responsibility

The client's task during the on-going contracting is to take responsibility for himself and decide:

- a) whether the directions the counsellor is taking are good for him, and
- b) what, if any, different directions he may want to persue.

Counsellor Responsibility

The counsellor can now operate with the assurance that it's OK for him to address the area of the overall contract.

- a) The counsellor will now need to make a commitment contract with the client each time there is a need for the client to use his energy (i.e., even though the client agreed in general to the initial offer, any specific tasks requiring client involvement in the form of feeling, thinking, or active involvement will necessitate a redecision if the work is to proceed smoothly).
- b) The counsellor will explain to the client the connection between specific ongoing discussions or

tasks and the overall contract formulated by the counsellor and client. This is seen as valuable; (a) to insure success, (b) to deepen the client's awareness of his direction and choice, and (c) to provide a series of checks to assist the counsellor in staying on the right track.

- c) The counsellor will examine with the client any new information presented to determine its relevance to and connection with the overall contract (usually the new information will be connected, even when it seems unrelated, but the connection needs to be made explicit if the work is to continue smoothly).
- d) The counsellor and client will make a new contract or table the new work until later if both agree that a new direction is warranted by the content shared.

TABLE 1 CONTRACTING STAGES

Overall Contract Client Responsibility Counsellor Responsibility Stage 1. Talk Listen-Wait-Think Stage 2. Listen-Talk Stage 3. Decide & Confirm & Move on Move on On-Going Contracting Decide: Offer Sub-constructs that will Be responsible for his own presence and use of energy. ensure the fulfillment of the overall contract.

CONCLUSIONS

The counsellor's goal then is to bring into the client's awareness or bring to his attention, that which he has not thought about or processed (except in a practiced way) for many years. Herein lies the creativity and challenge to the counsellor; to observe; to listen; and to make an offer to the client which will encourage him to see himself in a new way and not in his practiced view of self.

Example:

After the client has related a series of dreary experiences the counsellor makes an offer to the client and invites him to look at the experiences in a new way. "Would you be interested in spending less time feeling awful?" Implied in this offer is the new idea that the client has some control over the awful things happening to him and that the power to change is within him.

Criteria for a Good Offer

 It will immediately be seen as useful and beneficial (and potentially exciting) to the person.

- 2. It conveys that the person has control over the outcome.
- 3. It is ethical and legal.
- The counsellor knows at least the next two steps to proceed towards making the offer understandable or workable.
- 5. The client could achieve it in a relatively short period of time.
- It invites the client to see himself in a new way.
- 7. It established a clear entry point for the counsellor.

Resources in Making an Offer

If no precise, relevant, and potentially exciting invitation or offer is made to the client, he will leave counselling none the wiser (i.e., with his current awareness and current frame of reference intact).

In fact, to go beyond courteous agreement and understanding empathy of what the client shares is to begin to take risks. However, the counsellor does have resources he can utilize to increase the likelihood of success for the offer he makes.

The counsellor's first resource is what he brings with him to the session, in the form of his experience, his philosophy, his theory of how people change and his understanding of how people live effective lives. This resource is best used as a touchstone and a storehouse of useful information and not a substitute for knowing the individual client.

The counsellor's second resource is his ears. The art of listening carefully and hearing what is said and meant can be viewed comfortably as a skill the counsellor will enhance over an entire lifetime.

The counsellor's third resource is his eyes. With his eyes he can detect the thousands of useable messages the client will communicate with all of his body, from the moment the counselling relationship begins to the time of termination.

The counsellor's fourth major resource is his knowledge about his own personality. This knowledge presumes an understanding of his own perceptions and feelings regarding the issues presented by the client.

Awareness and use of these resources allows the counsellor to develop and present an offer of service to his client which, in the experience of the authors; (a) clarifies the role of the counsellor in the relationship, (b) assists in making concrete some of the issues which may be broached in the counselling process, and (c) provides a vehicle to achieve behaviour/perception change.

If the offer of service is not made, everyone may be unsure whether the counsellor has anything to offer, including the counsellor.