

**IMMIGRATION  
ADVISERS AUTHORITY**



**Supervision—  
A practical approach  
1 June 2021 3-4pm NZST**

# Webinar overview

1. Introduction
2. Developing an approval ready supervision agreement
3. Licensing- Common mistakes (Scenarios 1-7)
4. Upgrade Requirements
5. Complaints- Common mistakes
6. Practicalities of supervision- *Guest speaker*
7. Resources for Supervisors and PLIAs
8. Q&A

# Introduction

## Code of Conduct 2014

- **Clause 11-** Supervision agreement must be approved by the Registrar
- **Clause 12-** Roles and Responsibilities of the Supervisor
- **Clause 13-** Roles and Responsibilities of the Provisional licence holder
- **Clause 8(c)-** Provisional licence holder must advise their clients that they are required to work under direct supervision and seek advice from their supervisor whenever necessary.

# Developing an approval ready Supervision Agreement

- Supervision toolkit
- Model agreement template- May 2021
- Guidance for developing a supervision agreement
- Professional development plan guidance

# Licensing- Common mistakes

- Mandatory content-supervision agreement (scenarios 1-4)
- Frequency of meetings- no client cases(scenario 5)
- Changing arrangements without Registrar approval (scenario 6)
- Not keeping adequate records (scenario 7)

# Scenario 1- Developing a compliant supervision agreement

When a PLIA and supervisor are developing a supervision agreement, which of the following provisions must be included?  
*(multiple choice)*

- A. Frequency of meetings must be specified
- B. Where the supervision fees are charged as % of client fees, a schedule of standard service fees must be included
- C. The PDP is included and completed
- D. The employer agrees to the arrangement and their signature is included
- E. Actual/potential conflict of interests have been identified.

# Scenario 2 – Frequency of supervision meetings

Consider the following example of a provision in a supervision agreement:

*“X and Y will meet fortnightly, or as required.”*

*(one answer)*

- A. This provision is acceptable, as it specifies the frequency of the supervision meetings.
- B. This provision is acceptable, because the parties will meet at least fortnightly, but have the freedom to vary this arrangement if needed.
- C. This provision is not acceptable, because it implies that meetings might not happen fortnightly, which makes the provision unclear.

# Scenario 3 – Supervision fees

Consider the following example of a provision in a supervision agreement:

***“20% of the provisional licence holder’s client fees will be paid to the supervisor.” (multiple choice)***

- A. This provision is not acceptable, because it is not clear what amount will actually be paid to the supervisor. The Registrar is not able to assess whether supervision fees are reasonable as per Clause 12 of the Code.
- B. This provision is acceptable, because it sets out that there will be supervision fees payable, and paying 20% to your supervisor is reasonable.
- C. This provision is acceptable because it is not compulsory to pay supervision fees, therefore any arrangement – including this one – is acceptable.
- D. This provision is acceptable, provided the provisional licence holder includes / attaches a schedule of their proposed client fees to the agreement.



# Scenario 4 – Conflict of interest

Consider the following example of a provision in a supervision agreement:

*“The parties to this agreement will identify any commercial or professional conflicts of interest or close personal relationships and will agree on how these will be addressed so that the supervision agreement is not compromised.” (multiple choice)*

- A. This provision is acceptable, because a conflict of interest clause has been included.
- B. This provision is not acceptable, because it appears incomplete. No actual/potential conflicts of interest has been considered.
- C. This provision is not acceptable, because it does not state any actual/potential conflicts of interest and how they should be managed if they arise.
- D. This provision is acceptable because it has been copied from the Authority’s model supervision agreement.

# Scenario 5 – Frequency of supervision meetings

*A PLIA has no current clients. Should the supervisor suspend agreed formal supervision meetings until the PLIA has clients on their books? (one answer)*

- A. Yes, they have no clients, supervision meetings are not required.
- B. Yes, they don't need supervision.
- C. No, a supervisor and PLIA must hold supervision meetings in accordance with the supervision agreement, regardless of the PLIA's case load.
- D. No, fewer meetings can be held until the PLIA has clients.

# Scenario 6 – Changing arrangements without Registrar approval

*“A supervisor has to take leave and is unable to provide supervision for a period of time. What options does the PLIA have to continue to provide Immigration Advice?”*

*(multiple choice)*

- A. The PLIA can provide advice without their supervisor for the duration of the leave, if the supervisor has given approval.
- B. The PLIA must stop providing immigration advice while their supervisor is on leave.
- C. The PLIA can continue to provide immigration advice if they have an approved back-up supervisor.
- D. The PLIA can ask another full licence holder to supervise them during their supervisor’s absence.

# Scenario 7 - Supervision records

*A provisional licence holder and their supervisor(s) are required to maintain records relating to supervision and in accordance with the terms of any approved supervision agreement. What are the minimum records that must be retained?*

*(one choice)*

- A. List of client files
- B. Minutes of Supervision meetings, approved supervision agreement and PDP
- C. Minutes of supervision meetings and list of client files
- D. Minutes of supervision meetings, list of client files, approved supervision agreement and PDP

# Scenario answers

## Scenario 1- All of the listed provisions must be included.

- The supervision toolkit provides a list of the mandatory minimum content that must be included.

<https://www.iaa.govt.nz/for-advisers/adviser-tools/supervision-toolkit/developing-a-supervision-agreement/>

- **Scenario 2- C**

- A is wrong because: it is unclear if the meetings will be held more often or less often than each fortnight.
- B is wrong because: arrangements cannot be varied without the approval of the Registrar.

# Scenario answers contd.

## Scenario 3- A and D

- B is wrong because: as stated in answer A, it is not clear what amount will actually be paid to the supervisor. Fees for services may vary depending on a clients circumstances, but it should be agreed how much the PLIA standard fees are- this would be a starting point for setting client service fees.
- C is wrong because: even if a PLIA and their supervisor agree that no fees will be charged, it should be clearly stated in the agreement.

<https://www.iaa.govt.nz/for-advisers/adviser-tools/supervision-toolkit/what-is-a-fair-and-reasonable-supervision-fee/>

# Scenario answers contd.

## Scenario 4- B and C

- A is wrong because: it is incomplete. Even if there are no conflicts of interest between the parties to the agreement, this should be stated.
- D is wrong because: it has not been tailored to the parties.

## Scenario 5- C

- A is wrong because: a PLIA and supervisor must meet on a one-on-one basis, regularly, regardless of a PLIA caseload. The purpose of supervision is to also ensure the PLIA is meeting their learning needs as stated in PDP.
- B is wrong because: like A, the purpose of supervision is more than just providing input/ advice on client applications.
- D is wrong because: a PLIA and supervisor must meet on a one-on-one basis, regularly, in accordance with the frequency in their supervision agreement. The PLIA can submit an updated agreement for approval, at any time, if the terms need to be varied.

# Scenario answers contd.

## Scenario 6- B and C

- A is wrong because: supervisor approval to provide ongoing advice without supervision is not sufficient. S19(5) IALA 2007 requires PLIA to be directly supervised.
- D is wrong because: approval for any changes to supervision arrangements must be obtained before any changes happen.

## Scenario 7- D

- All listed records should be maintained, as a minimum. The supervision agreement states what records the supervisor and PLIA will maintain as a record of supervision taking place. These documents provide an overview of how the parties have met their obligations in the approved supervision agreement.

<https://www.iaa.govt.nz/for-advisers/adviser-tools/supervision-toolkit/keeping-records/>



# Upgrade Requirements- Evidence of supervision

- Comprehensive reflections on supervision arrangements- supervisor and PLIA
- Supervision meeting minutes
- Signed off PDP – signed off by supervisor(s)
- List of client files- signed off by the supervisor(s)

# Complaints- Common mistakes

- Failure to maintain oversight
  - *NZQA v Jin [2020] NZIACDT 35*
- Failure to monitor all documents and correspondence
  - *TBE v Proudman [2020] NZIACDT 41*
- Failure to include supervisee in written agreement
  - *YC v Wan [2021] NZIACDT 10*

# Practicalities of Supervision

Karen Justice- LIA 200800190

# Supervision of PLIAs – some reflections

- Trust
- Flexibility
- Leadership
- Commitment
- Knowledge

# Practical issues and solutions

- Balancing own work with PLIA work, which is often unknown
  - ✓ Capacity in day
  - ✓ Commitment to not unfairly holding up PLIA ability to service client
  - ✓ Consider back up supervision arrangements
- Working separately to PLIA
  - ✓ Physically different locations
  - ✓ Different employment situations and considerations
- Conflicts of interest
  - ✓ Need to be discussed and identified – not lip service!
  - ✓ Conflict between supervisor and PLIA, or between supervised PLIAs

# Practical issues and solutions cont.

- Meetings
  - ✓ How often is practical?
  - ✓ Different formats depending on situation
  - ✓ Can't ignore
  
- Supervising multiple PLIAs
  - ✓ How can it work
  - ✓ Things to be wary of

# Resources for Supervisors and PLIA

- Supervision Toolkit
- Model template agreement-May 2021
- Guidance for developing a supervision agreement
- Professional development plan guidance document
- Supervision minutes template- May 2021
- Supervision minutes checklist (*reference for content if not using the template*)
- Template: Client file list
- Supervision webinar- Oct 2019

# Feedback? Further questions?

*How can we do better? Have we done a good job? Whatever the feedback, compliments or complaints, we want to hear from you.*

Email us at [info@iaa.govt.nz](mailto:info@iaa.govt.nz) with “**Feedback-Webinar**” in the subject line.

