

1. Purpose

1.1 This policy outlines the procedures and guidelines for the disciplinary actions, suspension and termination for Freelancer staff at Emil Dale Academy, ensuring that any decision regarding disciplinary action, suspension or termination made in regards to a Freelancer is made in a fair, transparent, and consistent manner.

1.2 While freelancers are not subject to the same employment laws due to the nature of their arrangement, the Academy upholds a high standard of professionalism and behaviour expected of all individuals working within the institution.

2. Scope

2.1 This policy applies to all freelance instructors, contractors, and other freelance personnel engaged by Emil Dale Academy in performing arts-related roles, including but not limited to dance instructors, acting coaches, music/singing teachers, and technical staff.

2.2 Freelancers, due to their status as independent contractors, are not subject to the same employment laws as employees, but they are expected to adhere to the terms of their freelance agreement and Academy policies.

2.3 As per the Freelancer agreement, EDSA also has the option to terminate a contract within the terms of the agreement, and it is not required that a reason is given.

3. Disciplinary Actions for Freelancers

3.1 Freelancers are expected to uphold the highest professional standards at Emil Dale Academy. Disciplinary actions may be implemented for violations of policies, unprofessional behaviour, or failure to meet contractual obligations. Disciplinary actions may include the following:

- 3.1.1 Verbal Warning: For minor violations, a verbal warning will be given, and corrective actions will be outlined.
- 3.1.2 Written Warning: A formal written warning will be issued for more serious violations, outlining the infraction and expected changes in behaviour.
- 3.1.3 Probationary Period: If necessary, a probationary period may be put in place for monitoring the freelancer's performance or behaviour.
- 3.1.4 Suspension: For severe issues, a temporary suspension may be enacted while an investigation takes place.
- 3.1.5 Termination: In cases of serious misconduct or repeated violations, termination may occur.

4. Grounds for Disciplinary Actions, Suspension and Termination

4.1 Freelancers may be suspended, terminated, or subject to disciplinary action for, but not limited to, the following reasons:

- 4.1.1 *Violation of EDA Policies:* Failure to comply with the school's code of conduct, professional standards, or policies.

- 4.1.2 *Unprofessional Behaviour*: Inappropriate or unethical behaviour that disrupts the learning environment, including harassment, discrimination, inappropriate conduct or communication, or other harmful actions.
- 4.1.3 *Failure to Fulfil Contractual Obligations*: Consistent failure to deliver services as outlined in the contract, including non-attendance or unsatisfactory performance.
- 4.1.4 *Health and Safety Violations*: Any act that jeopardises the safety and well-being of students, staff, or the school environment.
- 4.1.5 *Criminal Activity*: Any involvement in illegal activities that could impact the reputation of the school or its stakeholders.
- 4.1.6 *Unapproved Absences*: Consistent or unexplained absences from scheduled duties without proper notice or justification.
- 4.1.7 *Other Disciplinary Issues*: Any behaviour or actions that breach the professional standards expected from a freelancer at Emil Dale Academy.

5. Process for Suspension

5.1 Step 1: Initial Review

When a concern arises that may warrant suspension, a formal review of the freelancer's conduct or performance will be initiated. This will be led by the Senior Management Team.

5.2 Step 2: Preliminary Action

In some cases the concern may be considered to be significant enough to warrant an immediate response, and as such the freelancer may be placed on a temporary suspension while the issue is being further investigated. The freelancer will be notified in writing of the suspension, outlining:

- 5.2.1 The reason for the suspension.
- 5.2.2 The duration of the suspension (if temporary).
- 5.2.3 Any expectations or steps they should take during the suspension period.

5.3 Investigation

An investigation will be conducted to assess the validity of the concern. This may include:

- 5.3.1 Interviews with parties involved.
- 5.3.2 Gathering statements or reports from other staff members, students, or witnesses.
- 5.3.3 Reviewing any relevant documentation, such as performance records, historic records, or communications.
- 5.3.4 A meeting with the freelancer to discuss the issue and provide any mitigating information. During this meeting, the freelancer may have an opportunity to explain their actions.

5.4 Step 4: Suspension Decision

After the investigation is complete, the Senior Management Team will determine whether the suspension should be lifted, extended, or if further action, such as termination, is warranted.

The freelancer will be notified of the final decision in writing.

5.5 Step 5: Documentation

All steps taken during the suspension process will be documented, including the reason for suspension, the investigation process, and any actions or outcomes.

6. Process for Termination

Senior Management will review each case, and termination may be decided upon in the following circumstances:

6.1 Repeated violation

In cases of minor violations, the freelancer will typically receive a formal written warning outlining the issue and requesting corrective action. If the issue persists, termination may be considered.

6.2 Severe violation

In the event that the violation is considered severe, the Senior Management Team will initiate termination of a freelancer contract based upon risk. This decision is made on the basis of:

6.2.2 Serious misconduct that cannot be resolved through suspension or warning.

6.2.3 Failure to meet the requirements of the freelance contract or company policies.

6.3 Notification of Termination

If termination is decided, the freelancer will receive a formal letter of termination. This letter will include:

6.3.1 The reason for termination.

6.3.2 The effective date of termination.

6.3.3 Any steps regarding payment or finalisation of contracts.

6.3.4 Information on the return of school property or materials, if applicable.

6.4 Documentation

All actions leading to termination, including investigations, meetings, warnings, and final decisions, will be thoroughly documented.

7. Appealing a termination

7.1 The right to complain to a tribunal about unfair dismissal is not available to self-employed people (Freelancers) or independent contractors.

8. Confidentiality

8.1 All matters related to the suspension, termination, or disciplinary action of freelancers will be handled with the highest level of confidentiality. Only relevant parties involved in the investigation or decision-making process will have access to sensitive information regarding the situation.

9. Return of School Property

9.1 If a freelancer is terminated or suspended, they are required to return all school property, including keys, materials, equipment, and other resources, on or before their last day of employment.

10. Continuation of Freelancer Agreement Terms

Even in the event of suspension or termination, the terms of the freelancer agreement that have been mutually agreed upon remain in full effect. This includes, but is not limited to:

10.1 Intellectual Property: Any intellectual property created during the course of the freelancer's work with Emil Dale Academy shall remain subject to the terms set forth regarding ownership, usage, and distribution.

10.2 Confidentiality: The freelancer agrees to continue upholding any confidentiality obligations as specified in the agreement, even after the suspension or termination of their contract.

10.3 Handbook and Agreement Compliance: All policies, rules, and regulations outlined in the school's employee handbook or freelancer agreement continue to apply post-suspension or termination, as applicable. The freelancer is expected to adhere to these standards and guidelines even after their contractual relationship with the school ends, particularly with regard to confidentiality, intellectual property, and post-employment conduct.

These obligations remain in force regardless of the suspension or termination status and are enforceable to the extent permitted by law.

11. Employment Status and Applicability of Employment Law

11.1 The freelancer agreement explicitly states that the freelancer is engaged as an independent contractor and not as an employee of Emil Dale Academy. As such, the freelancer is not entitled to the rights, benefits, or protections afforded to employees under applicable employment laws. This includes, but is not limited to, benefits such as paid leave, unemployment insurance, or protection against wrongful dismissal.

11.2 The freelancer agrees that the relationship with Emil Dale Academy is strictly governed by the terms of the freelance agreement, and the freelancer is solely responsible for their own tax obligations, insurance, and other statutory responsibilities as an independent contractor.

11.3 As an independent contractor, the freelancer is not subject to employment law provisions that apply to employees, and any suspension, termination, or disciplinary action will not be governed by such laws.

12. Policy Review

12.1 This policy will be reviewed annually by the Senior Management Team to ensure its effectiveness and relevance. Any updates or changes will be communicated to all freelancers.

Version Number	Date of Issue	Review Date	Author	Changes Made/ detail
01	12 th August 2022	July 2023	Sarah Moore	First issue
02	8 th August 2023	July 2024	Eden Tinsey	Annual policy review
03	20 th June 2024	July 2025	Eden Tinsey	Policy review and re-write Updated logo