

MILITARY INSTALLATION DEVELOPMENT AUTHORITY
P2. HUMAN RESOURCES POLICY AND HANDBOOK

P2-1. Policies and Procedures Do Not Constitute a Contract.

The information contained in this handbook was prepared to give staff a better understanding of the responsibilities, obligations, and current benefits of employment and working with the Military Installation Development Authority (“MIDA”). This handbook contains information about MIDA policies and procedures (“HR Policy”). The policies and procedures stated in this handbook and in other personnel statements or materials issued by MIDA do not create a binding contract, agreement, or other obligation or liability on the part of MIDA. Although this HR Policy and other documents may reflect current policies and procedures, the MIDA Executive Director (“Executive Director”) may change or rescind these policies and procedures at any time and for any reason.

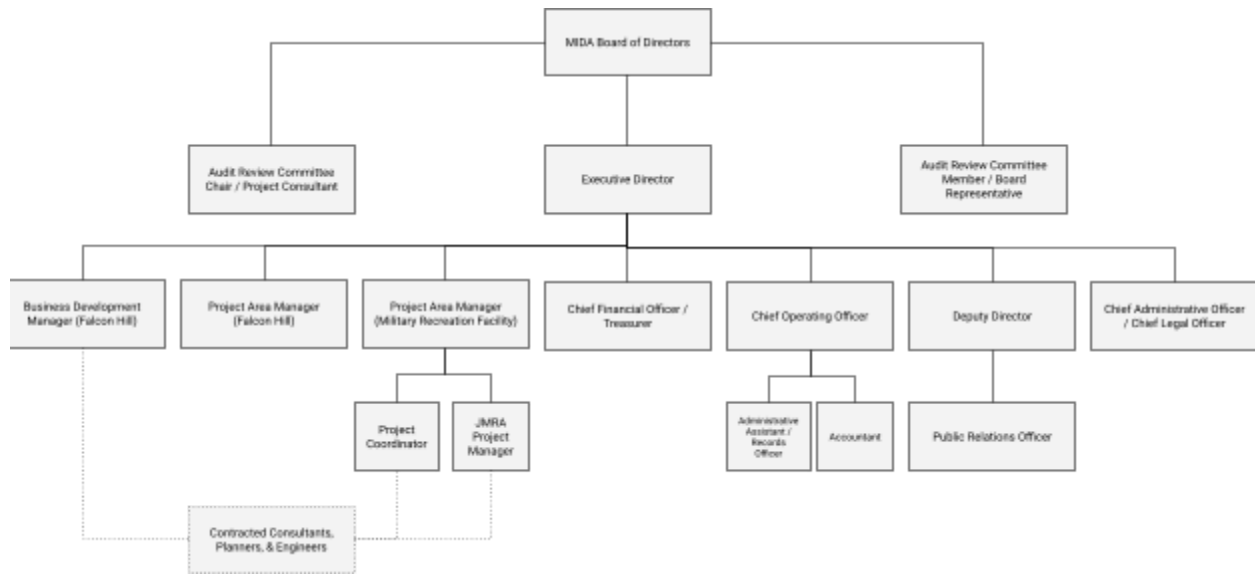
P2-2. Effective Date and Scope.

- (1) This HR Policy is effective as amended October 1, 2023.
- (2) MIDA Staff consists of employees and contracted staff. Contracted staff are governed by each of their contracts and when there is a conflict between this HR Policy and the contract, the contract provisions shall prevail (e.g., scope of work governs their duties, and the termination provisions govern over any termination provisions of this HR Policy). Many of the provisions of this HR Policy only apply to employees (e.g., paid leave and holidays), but some provisions apply to both contracted staff and employees (e.g., prohibitions on harassment and the travel policy). When a provision only applies to employees, the terms “employee” or “employees” is used. When the provision applies to both, then the terms “staff” or “staff member” is used.
- (3) This HR Policy delegates certain decisions and authority to the Executive Director, the Chief Administrative Officer (“CAO”), the Chief Operations Officer (“COO”), and the Chief Financial Officer (“CFO”). The Executive Director, the COO, and CFO may delegate any of their responsibilities to other staff members.
- (4) In addition to the Executive Director, the MIDA Board that governs MIDA (“MIDA Board”) may amend this HR Policy at any time.

P2-3. Introduction.

The quality of services and projects provided by MIDA is dependent on staff initiative and responsibility. MIDA seeks to attract and retain the most highly qualified and competent staff and recognizes that the success of any organization is a reflection of the quality of individuals that make up the organization. MIDA is proud of the dedication, commitment, and accomplishments of its staff and this HR Policy clarifies the values of MIDA in directing its staff.

P2-4. Organizational Structure.



P2-5. Current Staff.

Executive Staff

Executive Director	Paul Morris
General Counsel	Paul Morris
Chief Administrative / Legal Officer	Nicole Cottle
Counsel	Richard Catten
Deputy Director	Ariana Farber
Audit Committee Chair	Nicole Cottle
Audit Committee Member/Board Rep.	Mike Ostermiller
Chief Financial Officer/Treasurer	Paula Eldredge
Chief Operating Officer	Derek Brenchley
Administrative Assistant/Records Officer	Sara Turner
Senior Accountant	Michelle Jensen
Public Relations Officer	Kristin Kenney Williams
Planners	Cory Shupe & Rob Donigan

Military Recreation Facility Project Area

Project Area Director	Heather Kruse
Project Coordinator	Ashley Burr
JMARA Project Manager	Derek Herndon

Falcon Hill Project Area

Project Area Director	Michael Wagstaff
Business Development Manager	Dave Williamsen

P3+ Government Nonprofit Corporation

Executive Director	Derek Brenchley
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MIDA Mountain Village Public Infrastructure District

Executive Director	Heather Kruse
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MIDA Golf and Equestrian Center Public Infrastructure District

Executive Director	Heather Kruse
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P2-6. Employment Classification.

- (1) This Section applies to positions when they are held by an employee and not contracted staff.
- (2) Except as provided in Subsection P2-6(3) and Subsection P2-20, all employees shall be classified as merit employees.
- (3) The following positions shall be classified as non-merit and “at will” when the person occupying the position is an employee:
 - (a) Executive Director;
 - (b) Deputy Director;
 - (c) General Counsel and other legal counsel;
 - (d) Chief Administrative Officer;
 - (e) Chief Financial Officer; and
 - (f) Chief Operating Officer.
- (3) The Executive Director shall classify a new position as a merit position or a non-merit position upon an employee’s hire for the new position.
- (4) Positions are also divided into exempt and non-exempt classifications for purposes of the Fair Labor Standards Act (“FLSA”). As of the Effective Date, all employee positions listed have been determined to be FLSA exempt. When any new positions are added a determination shall be made by the Executive Director as to whether the position is qualified as an exempt or non-exempt classification.

P2-7. Employee Leave.

- (1) Paid Time Off.

- (a) Exempt employees shall receive 240 hours (30 days) of paid time off during a calendar year. A non-exempt employee who is paid to work 40 hours per week shall receive 240 hours (30 days) of paid time off per calendar year. A non-exempt employee who is paid to work less than 40 hours per week shall receive paid time off prorated by the equivalent amount of time that they are paid to work on a weekly basis. [For example, an employee who is paid to work 30 hours per week shall receive 180 hours (22.5 days) of paid time off per calendar year; an employee who is paid to work 20 hours per week shall receive 120 hours (15 days) of paid time off per calendar year; and so on.]
 - (i) An employee may use paid time off for any reason.
 - (ii) An employee's unused paid time off expires at the end of each calendar year.
 - (iii) An employee's unused paid time off is ineligible for monetary compensation upon expiration or upon the employee's separation, retirement, or termination.
 - (iv) An employee's paid time off during the employee's first year of employment shall be prorated based on the remaining number of days in the calendar year after the employee's hiring date.
- (b) The Executive Director may award additional paid time off as an incentive or reward to a merit employee as defined in Section P2-6. The Executive Director cannot award additional paid time off to a non-merit employee as defined in Section P2-6.
- (c) The COO shall establish procedures for employees that allow the COO to track employees' use of paid time off.
- (d) The COO may establish procedures that require employees to submit a request and obtain approval prior to using paid time off.

(2) Holidays.

- (a) In addition to the paid time off outlined in Section P2-7(1), all employees shall receive one day of paid time off on the following holidays:
 - (i) New Year's Day (January 1st);
 - (ii) Martin Luther King Day (3rd Monday in January);
 - (iii) Presidents' Day (3rd Monday in February);
 - (iv) Memorial Day (Last Monday in May);
 - (v) Juneteenth (June 19th);
 - (vi) Independence Day (July 4th);
 - (vii) Pioneer Day (July 24th);
 - (viii) Labor Day (1st Monday in September);
 - (ix) Veterans' Day (November 11th);
 - (x) Thanksgiving Day (Last Thursday in November);
 - (xi) The day after Thanksgiving Day;

- (xii) Christmas Day (December 25th); and
- (xiii) One floating holiday that may be taken on a day of the employee's choosing.
- (b) If any of the holidays listed in Subsection P2-7(2)(a) fall on a Sunday, then the following Monday shall be the holiday.
- (c) If any of the holidays listed in Subsection P2-7(2)(a) fall on a Saturday, then the preceding Friday shall be the holiday.

(3) Bereavement.

- (a) An employee may take up to five days of bereavement leave per occurrence with pay following the death of an employee's spouse, children, siblings, parents, grandparents, children's spouses, or siblings' spouses.
- (b) The Executive Director or an employee's manager may grant additional days of bereavement leave at their discretion.
- (c) The Executive Director or an employee's manager may grant bereavement leave for other unique family relationships.

(4) Witness and Jury Duty.

- (a) An employee is entitled to a leave of absence from a regularly scheduled work day with full pay when, in obedience to a subpoena or direction by proper authority, the employee shall:
 - (i) appear as a witness as part of the employee's position for the federal government, the State of Utah, or a political subdivision of the state; or
 - (ii) serve on a jury.
- (b) An employee may not use work time or witness and jury leave when absent to litigate matters unrelated to MIDA employment.

(5) Paid Parental Leave.

- (a) All employees hired after October 1, 2023 must meet all of the following conditions to qualify for paid parental leave:
 - (i) The employee must have worked for MIDA for 12 months or 52 weeks (2080 hours) with no break in employment;
 - (ii) The employee must have worked at least 1,250 hours during the 12-month period immediately prior to the requested leave date (PTO does not count toward this requirement); and
 - (iii) The employee must be taking the leave for:
 - 1) the birth of a child and to care for that child; or
 - 2) the placement of a child for adoption or foster care and to care for the newly placed child.

- (b) Employees that are eligible for paid parental leave are entitled to receive six weeks of paid leave after the date of the child's birth, or in the case of adoption or foster care, the date the child is placed in the employee's home.
 - (i) Paid parental leave must commence within six months of the birth or placement of the child.
 - (ii) Paid parental leave may be taken intermittently with the prior approval of the employee's supervisor and must conclude within 12 months after the birth or placement of the child.
 - (iii) Paid parental leave shall run concurrently (during the same period of time) with leave taken under the Family and Medical Leave Act (FMLA) and/or short-term disability (if applicable).
 - (iv) Paid parental leave is limited to six weeks per 12 month rolling period.
- (c) Employees shall report the pending birth, adoption, or foster home placement to their supervisor as soon as practicable.
- (d) The COO is responsible for approving parental leave requests and may require documentation verifying the birth, adoption, or foster home placement.

(6) Family and Medical Leave Act (FMLA)

- (a) To qualify for family or medical leave the employee must meet all of the following conditions:
 - (i) The employee must have worked for MIDA for 12 months or 52 weeks (2080 hours). The 12 months or 52 weeks (2080 hours) need not have been consecutive.
 - (ii) Separate periods of employment will be counted if the employee's break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service.
 - (iii) The employee must have worked at least 1,250 actual hours during the 12 month period immediately prior to the requested leave date.
- (b) The employee must be taking leave for one of the reasons listed below:
 - (i) the birth of a child and to care for that child;
 - (ii) the placement of a child for adoption or foster care and to care for the newly placed child;
 - (iii) the employee's serious health condition as defined in FMLA; or
 - (iv) to care for a spouse, adult designee, child, dependent child of an adult designee or parent with a serious health condition as defined in FMLA.

(c) Leave Usage

- (i) MIDA will grant up to 12 weeks of family and medical leave during any 12-month period after the requested leave date.
 - 1) Each time an employee takes leave, MIDA will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave. The balance remaining is the remaining amount the employee is entitled to take.
 - (ii) MIDA will grant military caregiver leave for up to 26 weeks during any 12-month period after the requested leave date.
- (d) The leave is unpaid but may be combined with PTO for paid and unpaid leave, depending on the circumstances of the leave specified in this policy.
- (e) FMLA leave shall run concurrently (during the same period of time) with paid parental leave (if applicable).
- (f) FMLA leave may be taken intermittently with the prior approval of the employee's supervisor.
- (g) Leave Request Procedure
- (i) An employee may request leave without pay for a foreseeable event by submitting a written request to the COO that contains the following information:
 - 1) A statement that the employee intends to take FMLA leave.
 - 2) The date the leave will commence.
 - 3) The reason(s) for taking leave.
 - 4) The anticipated length of the leave; and
 - 5) Whether the leave will be taken consecutively or intermittently.
 - (ii) An employee may take leave without pay for an unforeseeable event if verbal or other notice is given in a timely manner.
 - (iii) Notice may be given by the employee's spokesperson (e.g., spouse, adult designee, adult family member, or other responsible party) if the employee is unable to do so personally.
 - (iv) If the employee is requesting leave due to the employee's serious health condition or to care for a spouse, adult designee, child, dependent child of an adult designee, or parent with a serious health condition, the employee will be required to submit a certification of health care provider for employee's serious health condition (WH-380 E) or certification of health care provider for family member's serious health condition (WH-380 F) within 15 calendar days of requesting the leave.

- 1) To determine whether the leave qualifies for FMLA, the COO may require the employee to submit additional information to clarify the medical certification within 15 calendar days of the COO's request.
 - 2) The COO may require the employee to provide reasonable documentation or statements verifying the family relationship within 15 calendar days of the COO's request.
- (v) The COO will provide written notice of an employee's eligibility for FMLA leave within five calendar days from receipt of an employee's request to take FMLA leave or upon determining whether the request meets FMLA qualifications. If the employee is not eligible for FMLA leave, the notice must state at least one reason why the employee is not eligible.
- (vi) If the COO does not designate FMLA leave as required, the COO may retroactively designate leave as FMLA with notice to the employee provided the failure to timely designate the leave does not harm or injure the employee. In all cases where leave would qualify for FMLA leave, the COO and employee may mutually agree to retroactively designate FMLA leave.
- (h) Insurance and Benefits while on FMLA Leave
- (i) An employee on FMLA who wants to maintain health, dental, or life insurance coverage will be required to pay the same premium deductions normally paid.
 - (ii) If upon the expiration of FMLA leave, the employee chooses not to return to work, the employee will be required to reimburse MIDA for premiums paid by MIDA during the leave period.
 - 1) An employee who returns to work for at least 30 calendar days after taking FMLA leave is considered to have returned to work.
 - 2) An employee who transfers directly from taking FMLA leave to retirement or who retires during the first 30 days after returning to work is deemed to have returned to work.
 - 3) If the employee does not return to work due to a medical circumstance that would entitle the employee to leave under FMLA, the employee is not required to reimburse premiums paid by MIDA.
 - 4) Premiums owed to MIDA may be deducted from any sums owed by MIDA to the employee.
- (i) Reinstatement from Leave
- (i) Upon return from leave without pay under the provisions of this policy, the employee will return to the former position or an equivalent position in terms of pay, benefits, and working conditions. An equivalent position must have

substantially similar duties, conditions, responsibilities, privileges and status as the employee's original position.

- (ii) If the COO determines the employee will not be reinstated to the former position, but to an equivalent position, written notice will be provided to the employee.
- (j) Military Family Leave
- (i) Eligibility, procedure, certification intermittent leave, and insurance benefits are consistent for Military Family Leave as non-military FMLA leave except for the following:
 - 1) Qualifying event leave for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation.
 - 2) An employee whose spouse, son, daughter, or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:
 - a) short-notice deployment;
 - b) military events and activities;
 - c) child care and school activities;
 - d) financial and legal arrangements;
 - e) counseling;
 - f) rest and recuperation;
 - g) post-deployment activities; or
 - h) additional activities that arise out of active duty, provided that the COO and the employee agree, including agreement on timing and duration of the leave.
 - 3) The leave may commence as soon as the individual receives the call-up notice. This type of leave is counted toward the employee's 12 week maximum of FMLA leave in a 12 month period.
 - 4) Military caregiver leave (also known as covered service member leave) to care for an ill or injured service member can extend to up to 26 weeks in a single 12 month period for an employee to care for a spouse, adult designee, child of any age, a dependent child of an adult designee, parent, or next of kin covered service member with a serious illness or injury incurred or exacerbated within five years of active duty in the

Armed Forces. Next of kin is defined as the closest blood relative of the injured or recovering service member.

- 5) An eligible employee can take up to 26 weeks for a FMLA circumstance (military caregiver leave) during a single 12 month period. For this military caregiver leave, MIDA will measure the 12 month period as a rolling 12 month period measured forward from the date leave is taken. FMLA leave taken during the 12 month period for other FMLA circumstances will be deducted from the total of 26 weeks available.

P2-8. Termination of Non-Merit Employees.

(1) Termination Without Cause.

- (a) Non-merit employees are considered "at will" employees, and the Executive Director, or in the case of the Executive Director, the MIDA Board through the Chair of the MIDA Board, reserves the right to terminate a non-merit employee without cause or otherwise negotiate a resignation or retirement with a non-merit employee.
- (b) A non-merit employee that is terminated without cause or resigns or retires in lieu of termination without cause shall be paid a severance of 180 days for the Executive Director, and for all other non-merit employees 90 days, of salary and benefits at the rate at which the non-merit employee was paid at the time of the separation. The severance payment shall be paid in one lump sum within 30 days of the notice of termination.

(2) Termination for Cause.

- (a) If a non-merit employee is terminated for cause under Section P2-9(1), the non-merit employee shall have the same appeal rights provided to a merit employee under Section P2-9.
- (b) If a non-merit employee is terminated for cause, the non-merit employee is not entitled to the severance payment provided in Section P2-8(1).

P2-9. Termination of Employees for Cause.

(1) Cause for Termination.

- (a) The following are examples of cause for termination:
 - (i) violation of the laws of the United States or the State of Utah. If the violation is a misdemeanor, the violation reflects negatively on MIDA and its mission;
 - (ii) conduct on or off the job that discredits MIDA or affects the employee's ability to perform effectively, such as the commission of an act or acts offending to public morals and decency;
 - (iii) conduct subversive of good order and the discipline of the organization;

- (iv) violation of MIDA policies or procedures;
- (v) using official authority to influence or coerce any political action;
- (vi) dishonesty in word or conduct;
- (vii) unauthorized use or abuse of MIDA equipment or property;
- (viii) inability or failure to perform the essential functions of the position with or without reasonable accommodation;
- (ix) refusal to perform the essential functions of the position;
- (x) failure to be courteous or cooperative with the public or colleagues;
- (xi) unexplained absence; or
- (xii) habitual tardiness.

(2) Pre-Termination Meeting.

(a) The Executive Director may terminate a merit employee for cause, but the merit employee is entitled to a pre-termination meeting.

(i) The Executive Director shall provide the merit employee written notice of a pre-termination meeting that includes:

(A) a scheduled date and time of the meeting that provides the merit employee reasonable time to prepare;

(B) the reason or reasons for termination; and

(C) a statement that the merit employee may provide relevant evidence or witnesses to the meeting.

(ii) The Executive Director shall conduct the pre-termination meeting and keep a written record of the meeting. The pre-termination meeting notice and the written record of the meeting are both protected records, as provided in state law.

(3) Appeal to the Employee Appeals Board.

(a) The Employee Appeals Board ("EAB") shall be an independent board composed of the two members of MIDA's Audit Review Committee and a MIDA Board Member designated by the Chair of the MIDA Board.

(b) If the Executive Director terminates a merit employee after holding a pre-termination meeting, the merit employee may file a formal appeal to the EAB.

(i) Notice of Appeal.

(A) The merit employee shall file a notice of appeal with the EAB within five business days from the receipt, refusal, or return of the termination order from which the appeal is taken. Unless the employee demonstrates exigent circumstances, the termination shall remain in effect pending determination of the appeal.

(B) The notice of appeal shall be in writing and set forth the reasons and bases for the appeal, including the circumstances that would mitigate the severity of the reason or reasons for the termination.

(C) The employee shall sign the appeal and specify a mailing address for further communication.

(ii) Disposition.

(A) Upon receipt of a notice of appeal, the EAB shall forward the notice of appeal to the Executive Director.

(B) Within seven calendar days of receiving the notice of appeal, the Executive Director shall:

(1) provide the EAB a disposition statement setting forth the facts and circumstances supporting the alleged causes of the termination and other grounds for which the Executive Director decided to enforce the action; and

(2) mail a copy of the disposition statement to the appellant at the address specified in the notice of appeal.

(iii) Interim and Summary Orders.

(A) Except with regard to the time period for making an appeal, upon written request of a party or on its own motion, the EAB may make such orders as it deems equitable and for good cause shown, including, but not limited to summary adjudication, extending the time limits set by this HR Policy within which a party is required to act, requiring or permitting amendments to pleadings, requiring or permitting the provisions of bills of particular, requiring or providing the taking of depositions, the preservation of evidence, and the subpoenaing of witnesses, all in the best interest of equitable adjudication.

(B) Where exigent or emergency situations exist and for good cause shown, the EAB may extend the time period for taking any appeal.

(iv) Default.

(A) If either party fails to appear and defend or prosecute the termination, the EAB may:

(1) default the action against the non-appearing party; or

(2) make its own investigation and determination of the matter and enter orders accordingly.

- (v) Service on Counsel. When the employee is represented by an attorney whose appearance is of record, service of any paper, pleading, or notice provided for in this HR Policy is made upon the attorney.
- (vi) Appeal Meeting.
 - (A) The appeal meeting shall be held at a time and place and on a day fixed by the EAB and conducted before all the members of the EAB.
 - (B) The employee may appear in person and be represented by an attorney. MIDA may be represented by the Executive Director, General Counsel or other counsel, or a designee of the Executive Director.
 - (C) The EAB may permit:
 - (1) the employee to make an opening statement;
 - (2) MIDA to make an opening statement;
 - (3) the employee to present evidence and witnesses, subject to cross-examination by MIDA;
 - (4) MIDA to present evidence and witnesses, subject to cross-examination by the employee;
 - (5) either party to present further evidence in rebuttal;
 - (6) the employee, then MIDA to make closing arguments; and
 - (7) the employee to make a rebuttal argument.
 - (D) The EAB may modify meeting procedures as may be equitable and conducive to a determination of the issues.
 - (E) The EAB shall keep an audio record of the meeting.
 - (F) The written record and recording shall be a protected record, as provided in state law.
- (vii) Admissibility of Evidence. At all meetings, the EAB shall determine the admissibility of evidence and uses, as much as is practicable, the rules of evidence followed by the Courts and administrative agencies of the state. However, the EAB is not bound by the rules of evidence and may hear any evidence it determines relevant to the matter.
- (viii) Oaths of Witness. Every witness in a meeting before the EAB shall be first sworn to testify truthfully as provided by law. The oaths shall be administered at the direction of the EAB
- (ix) Burden of Proof. The burden is on the employee to prove by a preponderance of the evidence that MIDA made the termination without justifiable cause.
- (x) Decision.

- (A) The decision of the EAB shall be made by secret ballot and within 15 days of the date the matter is referred to the EAB.
- (B) In the event that the EAB does not uphold the termination, the case is closed, and no further proceedings are held.
- (C) In the event that the EAG does uphold the termination, the employee may appeal to the District Court within 30 days of the decision. The appeal shall be on the record of the EAB proceeding.

P2-10. MIDA Equipment.

- (1) MIDA may furnish an employee with the following equipment either by direct purchase or reimbursement:
 - (a) one computer;
 - (b) two computer monitors;
 - (c) one desktop printer; and
 - (d) accessories that the Executive Director, COO, or CFO deem necessary to operate one computer, two monitors, and one desktop printer, which may include:
 - (i) connection and charging cords;
 - (ii) a computer mouse;
 - (iii) a stylus pen; and
 - (iv) cord splitters.
- (2) MIDA shall also furnish an employee with the necessary software, as determined by MIDA.
- (3) The Executive Director (or COO and CFO, as noted) may:
 - (a) set budgetary restrictions on equipment purchases or reimbursements (CFO);
 - (b) specify equipment models that may be purchased or reimbursed (COO); and
 - (c) authorize additional equipment that may be purchased or reimbursed provided the equipment is necessary for an employee to fulfill the employee's essential job duties (COO).
- (4) If an employee desires to purchase the equipment listed in Section P2-10(1) with the employee's personal funds and obtain reimbursement, the employee shall:
 - (a) obtain approval from the CFO prior to the purchase; and
 - (b) submit an expense reimbursement form to the CFO as soon as practicable after the purchase.
- (5) Upon an employee's separation, termination, or retirement, the employee shall return equipment furnished by MIDA to the COO within 10 calendar days.
 - (a) The COO may bill the employee or deduct from the employee's final paycheck the replacement cost of the equipment if:

- (i) the employee fails to return the equipment to the COO within 10 calendar days; or
 - (ii) the equipment is damaged beyond reasonable wear and tear.
- (6) An employee may use equipment furnished by MIDA for personal use provided the employee does not use the equipment for activities that violate federal, state, or local laws.

P2-11. Overhead Expense Reimbursement.

- (1) As used in this section, “overhead expense” means a cost that an employee personally incurs to conduct MIDA business at the employee’s remote work location.
 - (a) An overhead expense includes, but is not limited to:
 - (i) internet;
 - (ii) cost of electricity;
 - (iii) office supplies;
 - (iv) desktop printer supplies;
 - (v) office or desk equipment;
 - (vi) personal telephone; and
 - (vii) personal telephone plans.
- (2) MIDA shall reimburse an employee an amount determined by the COO to cover the employee’s overhead expenses.
 - (a) MIDA shall not directly pay for an employee’s overhead expenses.
 - (b) The COO shall determine if the reimbursement shall be monthly or as part of the normal paycheck, and the tax consequences, if any, of the reimbursement.

P2-12. Reporting Fraud, Waste, or Abuse.

- (1) An employee who suspects or becomes aware of fraud, waste, or abuse shall report the issue to the employee’s supervisor.
 - (a) If the employee reasonably believes the fraud, waste, or abuse involves the employee’s supervisor, the employee shall report the issue to the Executive Director.
 - (b) If the employee reasonably believes the fraud, waste, or abuse involves the Executive Director, the employee shall report the issue to the Audit Review Committee.
- (2) The individual who receives an employee’s report of suspected fraud, waste, or abuse shall investigate the report and take remedial action, if necessary.
 - (a) The individual who receives an employee’s report of suspected fraud, waste, or abuse may request the assistance of the Executive Director, Chair of the MIDA Board, or Audit Review Committee to investigate the report provided they are not party to the complaint.
- (3) No individual may retaliate against an individual who makes a good faith report of potential or known fraud, waste, or abuse.

P2-13. Ethics and Conflicts of Interest.

Employees, contractors, and appointees shall comply with Title 67, Chapter 16, Utah Public Officers and Employees Ethics Act.

P2-14. Equal Opportunity.

- (1) MIDA is an Equal Opportunity Employer and selects, hires, promotes, and compensates employees without regard to race, sex, religion, age, disability, gender, gender identification, sexual orientation, color, national origin, native language, marital status, citizenship, genetic information, pregnancy, or any other non-meritorious factor.
- (2) MIDA shall evaluate applicants for employment or candidates for promotion based upon their knowledge, skills, experience, education, and potential for job performance consistent with the needs of the position.

P2-15. Prohibition of Discrimination and Harassment.

(1) Discrimination and Harassment Overview.

- (a) MIDA is committed to the belief that all staff have the right to work in an environment that is free from discrimination and harassment. MIDA strictly prohibits discrimination or harassment of or by its staff, vendors, customers, or others who engage with MIDA in any form, and it is committed to the vigorous enforcement of this prohibition, as described here (“Harassment Policy”).
- (b) All staff must avoid offensive or inappropriate harassing behavior, and MIDA holds staff members responsible for ensuring that working relationships are free from any type of harassment. Staff should always treat other staff members with respect, dignity, and in a manner so as not to offend the reasonable sensibility of their coworkers.

(2) Foundation of Harassment Policy.

- (a) MIDA bases its Harassment Policy on Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I and Title V of the Americans with Disabilities Act of 1990, Sections 501 and 505 of the Rehabilitation Act of 1973, and the Civil Rights Act of 1991.
- (b) MIDA also bases its Harassment Policy on the Equal Employment Opportunity Commission’s (EEOC) definition of sexual harassment, which is: “Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly a term or condition of an individual’s employment; (2) submission to or rejection of such by an individual is used as the basis for employment or decisions affecting such individual; or (3) such

conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."

(3) Prohibited Conduct.

- (a) MIDA prohibits harassing conduct that may include, but is not limited to the following:
- (i) degrading words to describe an individual; threats, offensive comments; derogatory remarks; innuendos or taunts; off-color language or jokes; and sexually suggestive objects, books, magazines, photographs, cartoons, or pictures;
 - (ii) display, storage and/or transmitting of offensive, pornographic, racist, or offensive language, signs, or images from any cell phone or computer;
 - (iii) any verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
 - (iv) sexual harassment, including sexual harassment of women by men, men by women, and same sex harassment;
 - (v) engaging in indecent exposure;
 - (vi) unwelcome sexual advances;
 - (vii) requests for sexual favors, whether or not accompanied by promises or threats with regard to the employment relationship;
 - (viii) other verbal or physical conduct of a sexual nature made to an employee that may threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of the sexual advances will in any way influence any personal decision regarding that person's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development; or
 - (ix) other harassing conduct committed by supervisors or non-supervisory personnel, whether physical or verbal.
- (b) MIDA also prohibits retaliation which is an action made toward an individual who files a complaint, an individual who testifies, assists, or participates in any manner in the investigation of a complaint, or an individual who is otherwise engaged in a protected activity that may include, but is not limited to the following:
- (i) open hostility;
 - (ii) exclusion or ostracism;
 - (iii) discriminatory remarks;
 - (iv) special attention to or assignment to demeaning duties not otherwise performed;
 - (v) tokenism or patronizing behavior;
 - (vi) discriminatory conduct;

- (vii) subtle harassment; or
- (viii) unreasonable supervisory imposed time restrictions to prepare a complaint, compile evidence, or participate in an investigation.

(4) Corrective Action.

- (a) Any type of harassing conduct or retaliation shall result in corrective action that may include, but is not limited to the following:
 - (i) remedial or disciplinary action, which may include termination of employment, against an individual who engages in harassment conduct or retaliation;
 - (ii) increased training;
 - (iii) monitoring; or
 - (iv) other actions, as deemed appropriate for the situation.

(5) Documentation and Filing a Complaint.

- (a) An individual who believes they are subject to harassing conduct or retaliation is encouraged to:
 - (i) document the occurrence;
 - (ii) continue to report to work; and
 - (iii) identify a witness, if applicable.
- (b) An individual who believes they are subject to harassing conduct or retaliation, an individual who is a witness of harassing conduct or retaliation, or an individual who is knowledgeable of harassing conduct or retaliation may:
 - (i) confront the individual accused of the conduct before submitting a complaint, but is not required to do so; or
 - (ii) submit an oral or written complaint to any executive staff member with which the individual feels comfortable.
- (c) A supervisor who has knowledge of harassing conduct or retaliation shall immediately report the conduct to the Executive Director or the MIDA Board Chair, if the alleged harasser is the Executive Director.
- (d) Once the individual accused of harassment conduct or retaliation becomes aware that a complaint has been made, the individual is prohibited from communicating with the complainant regarding the allegations of discriminatory conduct.

(6) Investigation of a Complaint.

- (a) Upon receipt of a complaint, the Executive Director or MIDA Board Chair shall review the complaint and determine whether it warrants immediate investigation.
 - (i) If the complaint does not warrant immediate investigation, the Executive Director or MIDA Board Chair shall notify the complainant.

- (ii) If the complaint warrants immediate investigation, the Executive Director or MIDA Board Chair shall initiate an investigation in accordance with the standards and business practices of professional HR offices, like the Utah Department of Human Resource Management.
 - (A) If the investigation substantiates the complainant's claims, the Executive Director or MIDA Board Chair shall take appropriate corrective measures as provided by law and this HR Policy.
 - (B) If the investigation reveals evidence of criminal conduct, the Executive Director or MIDA Board Chair may refer the matter to the Attorney General's Office, the County Attorney, or the District Attorney as appropriate.
 - (C) If the investigation reveals that the complaint's accusations are unfounded, the Executive Director or MIDA Board Chair shall document the findings, terminate the investigation, and notify the complainant, the accused individual, and other appropriate parties.
 - (D) If the Executive Director or MIDA Board Chair determines that an individual engaged in retaliation, they shall take appropriate corrective measures as provided by law and this HR Policy.
- (b) The Executive Director or MIDA Board Chair may designate another individual or committee to conduct the investigation, provided the designee is not a party to the complaint.
- (c) The Executive Director, MIDA Board Chair, or the individual or committee conducting an investigation:
 - (i) is encouraged to comply with requests made by the complainant related to the investigation; and
 - (ii) shall handle the complaint and investigation confidentially to the extent permitted by law.

(7) Complaint and Investigation Records.

- (a) The Executive Director shall keep records of complaints and investigative proceedings separate from other records and shall preserve them for a minimum of three years from the resolution of the complaint or investigation.
- (b) Records of complaints and investigative proceedings are protected records and shall only be released by the Executive Director or MIDA Board Chair in accordance with the law.

P2-16. Travel.

(1) Travel Expenses.

- (a) A travel expense is a reasonable cost incurred while traveling on business for MIDA, its subsidiaries, or an organization governed by the MIDA Board (“Business Travel”). These expenses include:
 - (i) costs to travel to and from the business destination;
 - (ii) transportation costs while at the business destination;
 - (iii) lodging;
 - (iv) meals;
 - (v) incidental expenses; and
 - (vi) conference fees.
- (b) Alcoholic beverages are not considered eligible travel expenses.
- (c) Travel expenses for a contractor are not reimbursable unless otherwise specified in their contract(s).

(2) Approvals.

- (a) Travelers must obtain prior written approval by the traveler’s supervisor, or the COO if the traveler does not have a supervisor, for business travel if the anticipated travel expenses exceed \$250 or the trip requires lodging.
- (b) The Executive Director does not require approval from the MIDA board for business travel.

(3) Booking Travel.

- (a) After obtaining approval for the travel, the traveler must book travel reservations (e.g., lodging, airfare, rental car) through Utah State Travel Office (“Travel Office”) unless the traveler finds comparable reservations that are cheaper than those provided through the Travel Office.

(4) Mileage Reimbursement.

- (a) Travelers who incur mileage on their personal vehicle due to business travel are eligible to receive reimbursement at the standard mileage rate established by the IRS.
- (b) Travelers must submit a completed mileage reimbursement request form to obtain a mileage reimbursement.
 - (i) MIDA may reject the mileage reimbursement request or reduce the mileage reimbursement if the COO determines the mileage incurred is trivial, the travel was not for a reasonable travel expense, or the route taken was not an economical or ordinary route.
- (c) If the traveler is reimbursed for mileage, parking charges may be reimbursed as an incidental expense.

(5) Lodging.

- (a) If the traveler stays at a hotel that is hosting a conference for which the traveler is attending, the traveler will be reimbursed the actual cost plus tax and any mandatory fees charged by the hotel.
- (b) For lodging at a non-conference hotel, the traveler will be reimbursed the actual cost per night plus tax and any mandatory fees charged by the hotel if the traveler books the travel through the Travel Office.
- (c) If the traveler does not book lodging through the Travel Office, the traveler will be reimbursed according to the allowable per diem rates established by Utah Administrative Code Section R25-7-8.
- (d) The traveler may also elect to stay with friends or relatives or use their personal campers or trailer homes instead of staying in a hotel. With proof of staying overnight away from home on approved business, they will be reimbursed the following:
 - (i) \$25 per night with no receipts required; or
 - (ii) actual cost up to \$40 per night with a signed receipt from a facility such as a campground or RV park (not a private residence).

(6) Air Transportation.

- (a) Air transportation is limited to economy (coach) class. Priority seating charges will not be reimbursed unless preapproved by the Executive Director.
 - (i) Only one change fee per trip will be reimbursed.
 - (ii) A traveler may use their personal funds or airline miles to pay for class or seating upgrades.
- (b) A traveler may be reimbursed for mileage to and from the airport and long-term parking or airport parking.
 - (i) The maximum reimbursement for parking, whether a traveler parks at the airport or away from the airport, is the long-term parking rate at the airport from which they are flying.
 - (ii) A traveler may be reimbursed, up to the maximum reimbursement rate, for mileage to and from the airport to allow someone to drop them off and to pick them up. If there are multiple travelers in one vehicle, only one person in the vehicle may receive the reimbursement.
- (c) A traveler may choose to drive instead of flying if the total cost of the trip, including meal per diem and lodging used during the driving time, does not exceed the equivalent cost of the airline trip. The traveler may also be reimbursed for incidental expenses such as toll fees and parking fees.

(7) Rental Cars. Travelers may obtain a rental car with prior approval or in cases of documented need. Groups of travelers at the same location must share rental vehicles where practical. When a rental car is used, rental agency liability and collision/loss damage coverage is required, at MIDA's expense.

(8) Meal Per Diem.

(a) MIDA's daily meal per diem for in-state travel and out-of-state travel will reflect the same allowances as established by Utah State Administrative Code Section R25-7-6. These rates include tips. As of September 1, 2023, these rates are:

	Breakfast	Lunch	Dinner	Daily Total
In-State Allowance	\$13.00	\$15.00	\$26.00	\$54.00
Out-of-State Allowance	\$13.00	\$15.00	\$26.00	\$54.00
Tier I Premium Locations*	\$18.00	\$19.00	\$34.00	\$71.00
Tier II Premium Locations**	\$16.00	\$17.00	\$28.00	\$61.00

*Tier I Premium locations: Anchorage, AK; Chicago, IL; all of Hawaii, New York City, NY; San Francisco, CA; and Seattle, WA.

**Tier II Premium locations: Atlanta, GA; Baltimore, MD; Boston, MA; Dallas, TX; Los Angeles, CA; San Diego, CA; and Washington, D.C.

(b) The meal per diem calculation consists of three parts:

(i) The day the trip begins. The table below shows which meals are reimbursed depending on the traveler's departure time:

Departure Time	Breakfast	Lunch	Dinner
12:01 am - 6:00 am	✓	✓	✓
6:01 am - 12:00 pm	-	✓	✓
12:01 pm - 6:00 pm	-	-	✓
6:01 pm - 12:00 am	-	-	-

(ii) The days at the location.

(A) Complimentary meals and meals included in registration or lodging costs are deducted from the total daily meal allowance. However, a continental

breakfast will not reduce the meal allowance. (The meal is considered a continental breakfast if no hot food items are offered.)

(B) Meals provided on airlines will not reduce the meal allowance.

(iii) The day that travel ends. The table below shows which meals are reimbursed depending on the traveler's arrival time:

Arrival Time	Breakfast	Lunch	Dinner
12:01 am - 6:00 am	-	-	-
6:01 am - 12:00 pm	✓	-	-
12:01 pm - 6:00 pm	✓	✓	-
6:01 pm - 12:00 am	✓	✓	✓

(c) A traveler who pays for meals using their personal funds is not required to provide receipts when requesting a meal reimbursement.

(d) A traveler who pays for a meal using a MIDA purchasing card must provide a copy of the receipt. If the expense of meals purchased with a MIDA purchasing card is greater than the meal per diem the traveler is entitled to, the traveler must repay the difference to MIDA.

(9) Incidental Expenses.

(a) A traveler will be reimbursed for actual out-of-pocket costs for incidental items such as tips for baggage handling, maid service, and bellmen, and may be reimbursed up to a combined maximum of \$5 per day. A traveler is not required to provide receipts for these tips.

(b) A traveler will be reimbursed for incidental ground transportation and parking expenses, provided the traveler is able to provide a receipt. The use of transportation to a restaurant is not reimbursable.

(c) Gratuities and tips for ground transportation will be reimbursed up to the greater of \$5 or 18% for each ride. Gratuities and tips must be shown on an original receipt.

(10) Request for Reimbursement. A traveler must submit a travel reimbursement form within 30 days of the end of travel to obtain reimbursement for any out-of-pocket costs incurred by traveling. With the exception of a meal per diem, the traveler must include receipts or invoices of each expense with the form.

(11) Cost Equivalency. If pre-approved by the COO, travel expenses may be paid to the traveler directly and they may provide their own travel or lodging, so long as the amount paid to the

traveler does not exceed the same amount that would have been paid if the traveler booked travel through State Travel.

- (12) Personal Expenses. Personal expenses, including entertainment or alcohol, incurred during travel are the responsibility of the traveler and shall not be reimbursed by MIDA.
- (13) Expenses Paid by Other Entities.
 - (a) A traveler who provides services to other entities either formally or informally may represent the interest of those entities as well as MIDA while traveling on official MIDA business. Where possible, the shared benefit of the traveler's activities while traveling should be determined and costs of that travel proportionally split between the benefiting entities. In such circumstances, MIDA will reimburse the traveler for travel related costs and then bill the other entity the proportional share of those travel-related costs, or the other entity will bill MIDA for its proportional share of the travel-related costs paid by the other entity.
 - (i) If the traveler's travel expenses are paid directly by another entity, the staff member shall disclose the payments to MIDA.
 - (ii) The traveler may not request reimbursement to MIDA for travel expenses that are paid by another entity.
- (14) Prohibited Conduct. If a traveler incurs inappropriate or fraudulent travel expenses, the staff traveler may be subject to disciplinary action, including but not limited to, recovery of funds and an inability to travel. In addition, an employee may be subject to suspension or termination, and contracted staff may be subject to termination of the contract.

P2-17. Delegation.

- (1) Delegated Authority of Purchasing and Contracting.
 - (a) The personnel listed in the table in Subsection P2-17(1)(b) are authorized to:
 - (i) make a purchase within the guidelines of the MIDA Procurement Policy;
 - (ii) execute a contract on behalf of MIDA provided the contract has been reviewed and approved by legal counsel; and
 - (iii) approve an expenditure for the assigned areas of responsibility provided the expenditure does not exceed the adopted MIDA budget.
 - (b) Areas of Responsibility and Authorized Personnel.

Area of Responsibility	Authorized Personnel
Falcon Hill Project Area	Falcon Hill Project Area Director
Falcon Hill Infrastructure Projects	Falcon Hill Business Development Director,

Military Recreation Facility Project Area	MRF Project Area Director
Executive Director Functions	Deputy Executive Director or Chief Administrative Officer (when the Executive Director is absent or when requested by Executive Director)
General Administration	Chief Operating Officer, Chief Administrative Officer
P3+	P3+ Executive Director

- (2) Unless otherwise prohibited by law or the MIDA Board, when a MIDA policy, resolution, other document, or law designates the Executive Director as a person who shall serve in a position or has the authority to take an action, the Executive Director may designate another person to act in the Executive Director's capacity on a temporary basis or permanent basis. The designation shall be done in writing.

P2-18. Emergency Interim Succession.

- (1) Designated Emergency Interim Successors.
- (a) If the Executive Director is unable to execute the duties of the office, the order of emergency interim successors shall be:
 - (i) Deputy Director;
 - (ii) Chief Financial Officer; and
 - (iii) Chief Operating Officer.
 - (b) If the Chief Financial Officer is unable to execute the duties of the position, the order of emergency interim successors shall be:
 - (i) Accountant;
 - (ii) Chief Operating Officer; and
 - (iii) Deputy Director.

P2-19. Housing Allowance.

- (1) An employee shall be eligible for a monthly housing allowance to compensate, offset, or otherwise subsidize the cost of the employee's housing or accommodation if the Executive Director requires the employee to live in a certain area near a Project Area and the area has above-average housing or accommodation prices.

- (2) The monthly amount of an employee's housing allowance shall be determined jointly by the Executive Director and CFO and be part of the expenses approved in MIDA's annual budget.
- (3) With one year's notice, the housing allowance may be rescinded if the obligation to live in a certain location is no longer mandated.

P2-20. Employee Probationary Period.

- (1) All employees hired after April 1, 2023 are subject to a one-year probationary period following the employee's hire or rehire date. The probationary period allows management to evaluate an employee's ability to perform the duties, responsibilities, skills, and other related requirements of the assigned position. The probationary period shall be considered part of the selection process.
 - (a) The probationary period may be extended for periods of leave including leave without pay, long-term disability, workers compensation leave, temporary transitional assignment, FMLA, or parental leave.
 - (b) The probationary period may not be extended for any absence covered by the Uniformed Services Employment and Reemployment Rights Act.
- (2) The employee's supervisor shall provide each employee an opportunity to demonstrate competence in a position by establishing a performance plan and giving the employee feedback on performance in relation to that plan.
- (3) No later than ten business days prior to the end of the probationary period, the employee must request a final evaluation with their supervisor.
 - (a) If the employee requests a final evaluation, the supervisor shall conduct the final performance evaluation prior to the end of the employee's probationary period and take action to either separate the employee from employment or convert the employee to merit or non-merit status in accordance with Subsection P2-6.
 - (b) Notwithstanding Subsection P2-20(1), an employee's probationary status will continue until the employee and supervisor complete the actions in Subsection P2-20(3)(a).
- (4) MIDA may separate an employee from employment at any time during the probationary period without cause. Subsections P2-8, Termination of Non-Merit Employees, and P2-9, Termination of Employees for Cause, do not apply to an employee who is separated from employment during their probationary period.