

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
JULY 01, 2026**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>BOISE STATE UNIVERSITY – CONSIDERATION OF PRESIDENT APPOINTMENT</b>	Action Item

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JULY 01, 2026**

**SUBJECT**

Boise State University - Consideration of President Appointment

**REFERENCE**

June 16, 2026

Idaho State Board of Education announced Dr. David W. Hahn as sole finalist for President at Boise State University.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code §33-3006 (Idaho State Board of Education authority to employ presidents)

Idaho Code §33-3734 (President Searches for State Institutions of Higher Education) - Established by Senate Bill 1225, 2026 Regular Session

**BACKGROUND/DISCUSSION**

**Presidential Transition and Interim Leadership**

On March 20, 2025, President Dr. Marlene Tromp announced her departure from Boise State University to become President of the University of Vermont, effective May 2025. Dr. Tromp had served as Boise State University President for approximately six (6) years.

In May 2025, Dr. Jeremiah Shinn, Vice President of Student Affairs and Enrollment Management, was appointed as Boise State University Interim President to ensure institutional continuity while the Idaho State Board of Education conducted a national presidential search.

In April 2026, Dr. Nancy Glenn, Vice President of Research and Economic Development, was appointed as Boise State University Acting President while the presidential search continued after Dr. Shinn's departure.

**Presidential Search Process**

The Idaho State Board of Education initiated a national presidential search in May 2025, engaging Russell Reynolds Associates, a nationally recognized executive search firm specializing in higher education leadership recruitment.

The search was conducted by the Idaho State Board of Education with support from a committee representing faculty, staff, alumni, university foundation, and key members of Idaho's business and civic community. The search committee solicited feedback from students, employees, alumni, community leaders, and other stakeholders to help identify leadership priorities and institutional needs.

In October 2025, the Idaho State Board of Education paused the presidential search due to challenges related to statutory requirements affecting presidential searches. In March 2026, following passage of Senate Bill 1225 by the Idaho Legislature, the search resumed under the new statutory framework.

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**Announcement of Dr. David W. Hahn as Sole Finalist**

On June 16, 2026, the Idaho State Board of Education announced Dr. David W. Hahn as the sole finalist to become Boise State University's eighth President. This announcement followed a rigorous national search conducted by Russell Reynolds Associates and the Presidential Search Committee.

Dr. Hahn is a mechanical engineer with more than thirty (30) years of experience in engineering education, research, administration, and federal agencies. He currently serves as the Craig M. Berge Dean of the College of Engineering at the University of Arizona, one of the nation's premier research institutions.

The University of Arizona conducts more than \$1 billion in research annually and holds R1 research status from the Carnegie Classification of Institutions of Higher Education. Like Boise State University, the University of Arizona is advancing microelectronics and semiconductor programs aligned with national economic priorities.

Dr. Hahn's career includes significant leadership roles at the University of Florida, the University of Arizona, Sandia National Laboratories, and the U.S. Food and Drug Administration. He brings deep expertise in engineering research, institutional leadership, strategic research portfolio development, and translating research innovation into practical applications that benefit communities and industries.

**Public Engagement and Required Statutory Timeline**

Per Idaho Code §33-3734, the following timeline was established for public engagement and Idaho State Board of Education action:

June 16, 2026: Idaho State Board of Education announced Dr. Hahn as sole finalist at Boise State University campus.

June 18, 2026: Public forum held at Boise State University and forum livestreamed for remote participation.

June 16 - 27, 2026: Ten-business-day period per statute with public feedback to the Board for purposes of evaluation of his candidacy accepted at [comments@edu.idaho.gov](mailto:comments@edu.idaho.gov).

July 1, 2026: Idaho State Board of Education scheduled to convene in open public meeting for final hiring decision and vote.

**IMPACT**

Standard terms of the employment agreement are as follows.

Annual Salary:	\$480,000
Contract Term:	3 years

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Start Date:	July 1, 2026
Standard Benefits:	Housing allowance (\$9,000/month), automobile allowance (\$9,200/year), and standard university benefits including health insurance, life insurance, disability, retirement programs (PERSI and ORP), paid leave, and tuition assistance.
Relocation Allowance	Up to \$15,000 of eligible relocation expenses
Faculty Appointment:	Tenured faculty appointment as a full professor. Upon conclusion of service as President for any reason other than termination for cause, the President is entitled to employment in a faculty position in a department within a college at the institution where the President has competence and knowledge to teach. The President shall not be additionally compensated for service as a professor while serving as President. The President's faculty appointment shall terminate when this Agreement is terminated for cause by the Board.
Liquidated Damages:	If the Board terminates this Agreement without cause during the first three (3) years of the presidency, the Institution shall pay the President, as liquidated damages an amount equal to one hundred percent (100%) of President's base annual salary for a period of twelve (12) months following the effective date of such termination. If the President obtains new employment during the period during which the Institution is obligated to pay liquidated damages, then the Institution's financial obligations under this Agreement shall be reduced by the amount of the compensation received by the President from such employment.

**ATTACHMENTS**

Attachment 1 – Employment Agreement for President of Boise State University

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

The proposed employment terms reflect standard provisions for university presidents and are consistent with Idaho State Board of Education policy and applicable Idaho law.

Dr. Hahn's background in research-driven institutional leadership, engineering innovation, and industry partnerships aligns strategically with Boise State University's mission and the State of Idaho's economic and workforce development priorities. His demonstrated capacity to build research programs and support institutional growth positions him well to lead Boise State University and achieve R1 research status.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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Board staff recommends approval of the appointment of Dr. David W. Hahn as President of Boise State University effective July 1, 2026, on the terms outlined in Attachment 1.

**BOARD ACTION**

I move to approve the appointment of Dr. David W. Hahn as President of Boise State University, effective July 1, 2026, for a term of three (3) years, at an annual salary of \$480,000, and to authorize the Idaho State Board of Education President to execute an employment agreement with Dr. Hahn.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**Employment Agreement**

**President of Boise State University**

This Employment Agreement (“Agreement”) is made between the Idaho State Board of Education, as Board of Trustees of Boise State University (“Board”) and Dr. David Hahn (“Dr. Hahn” or “President”), effective July 1, 2026.

**I) Scope of Employment**

- A) **Appointment.** The Board hereby appoints and employs Dr. David Hahn as President of Boise State University (the “**Institution**” or “**University**”) to serve as the chief executive officer of the Institution under the policies, supervision, and direction of the Board and subject to all University and Board policies. Dr. Hahn accepts and agrees to such employment in accordance with the terms and conditions provided herein.
- B) **Primary Location of Service.** President’s duties shall be rendered on the campus of the Institution in Boise, Idaho and at such other places as the Board or the President shall deem appropriate for the interest, needs, business, or opportunities of the Institution.
- C) Term; Evaluation; Renewal**

- 1) **Term.** This Agreement shall be for a term of three (3) years, commencing July 1, 2026 and terminating June 30, 2029 (the “**Term**”), subject, however, to prior termination as provided for in this Agreement. The Parties understand and agree that, from July 1 through August 10, 2026 (the “**Transition Period**”), the President will be working remotely and in the process of relocating to Boise. During the Transition Period, the President will conduct business remotely with substantive visits to campus from time to time and shall use best efforts to be on campus full time on or before August 1, 2026. The President shall be conducting business full time in person from Boise, Idaho no later than August 10, 2026.
- 2) **Evaluation.** The Board shall meet with the President at a regular cadence and on an as-needed basis, to evaluate and discuss the President’s performance. No less frequently than annually, the Board shall conduct an annual performance review of the President, in accordance with Board policy. To aid the Board in such annual performance reviews, the President agrees to furnish such oral and written reports as may be required or requested by the Board, including but not limited to a 360 evaluation of performance as prescribed by the Board or its designee.

- 3) **Renewal or Extension of this Agreement.** The Term of this Agreement may be extended for an additional time period, according to the following procedure:
- a) The Parties agree that they will meet no later than March 30, 2028, to discuss a potential renewal term.
  - b) The President must notify the Board, in writing, that the President desires to extend the Agreement by no later than eighteen (18) months prior to the expiration of the current Term.
  - c) If the President notifies the Board President of his desire to extend this Agreement, the Board President will respond by notifying the President if the Board mutually desires to extend this Agreement no later than fifteen (15) months prior to expiration of the current Term.
  - d) If both Parties desire to extend President's service under this Agreement, they shall negotiate in good faith on the terms and conditions of a written extension agreement. If the Parties are unable to agree upon an extension agreement, this Agreement shall terminate without further notice on the Term's end date stated in this Agreement.
  - e) Board, in its sole discretion, may offer to extend this Agreement on such terms as may be agreed upon by the President and the Board.

**II) Duties and Responsibilities**

- A) **Devote Best Efforts.** The President shall use all of his best efforts to carry out the duties and responsibilities required by this Agreement and to faithfully, and with maximum application of the President's experience, ability, and talent, devote his full professional attention and energies to his responsibilities and duties as President of the Institution.
- B) **Responsibilities and Duties of President.**
  - 1) The President shall serve as the chief program and administrative officer of the Institution. The President shall have the duties and responsibilities within the framework of the Board's Governing Policies and Procedures for the organization, management, direction and supervision of the Institution and other responsibilities and duties as may be prescribed by the Board, Board policies, University policies, and/or applicable state and federal laws and regulations. The President reports to and is responsible to the Board and shall be accountable to the Board for the successful functioning of the Institution as a whole. In furtherance of this duty, the

President shall comply with all applicable laws and regulations, Idaho State Board policies, bylaws, and other governing documents, all University policies, and devote his full time and best efforts to the position. The President shall be held accountable for the successful functioning of the Institution, its employees and students as set forth herein, and for performing the following duties, as well as any other duties necessary or germane to the successful functioning of the Institution or as may be assigned from time to time by the Board.

- 2) **Relations with the Board.** The President shall serve as the primary liaison between the Institution and the Board. This responsibility includes, but is not limited to the following:
  - a) Ensuring and maintaining regular, consistent and effective communication with the Board and the Board office, and facilitating the same with the Institution.
  - b) Promptly and thoroughly reporting matters of importance, concern or risk to the Board Chair and Executive Director.
  - c) Preparation of such budgets as may be necessary for proper reporting and planning.
  - d) Implementation of Board policies and directives in a timely and effective manner and with regular progress reporting as requested by the Board or its designee.
  - e) Participation and cooperation with the office of the Board in the development, coordination, and implementation of policies, programs and all other matters of systemwide or statewide concern.
  - f) Appointing appropriate Institution leadership who are engaged in supporting Board or systemwide or statewide committees and initiatives, and ensuring Board matters are effectively communicated across the Institution.
  - g) Participate constructively in statewide initiatives, shared services, collaborative academic planning, and other Board-directed efforts intended to advance interests of Idaho's public higher education system.
  - h) Notification to Board Executive Director of any absence exceeding one week during which time the President will be unavailable or out of the country.
- 3) **Leadership of the Institution.** The President shall serve as the Chief Executive Officer of the Institution, with all associated duties prescribed

from time to time by the Board, Board Policies, University policies, as well as state and federal laws and regulations. This includes, but is not limited to the following:

- a) Oversee, conduct, direct, manage, promote, supervise, and ensure the effective and efficient functioning of the Institution, in cooperation with appropriate parties and employees, and in accordance with all applicable policies, laws and regulations and in accordance with best practices.
  - b) Oversee the University's administrative team.
  - c) Recruitment, retention, supervising, promoting and, when appropriate, dismissing employees.
  - d) Development, management, and continuous improvement of programs, in accordance with Board guidance and an evolving plan for the Institution.
  - e) Development of methods that will encourage responsible and effective contributions by various parties associated with the Institution in the achievement of goals of the Institution.
  - f) Exercise sound fiscal stewardship through sustainable budgeting, long-term financial and capital planning, appropriate risk management, and effective use of public and private resources.
  - g) Foster culture of integrity, transparency, professionalism, and mutual respect throughout the institution
  - h) Promote meaningful engagement with staff, faculty and students
  - i) Support organizational environment that enables effective communication, collaboration and institutional excellence
  - j) Champion innovative educational models.
  - k) Advance research, innovation, and partnerships that strengthen Idaho's economy and support strategic industries.
  - l) Demonstrate leadership in aligning institutional priorities with the statewide public mission established by the Board, including workforce development, educational retention and attainment, research benefitting Idaho, fiscal sustainability, and responsible stewardship of public funds.
- 4) **Relations with the Public.** Serve as the official and lead representative of the Institution to the public, including but not limited to the following:
- a) Development of rapport with elected leaders and representatives of the state, including at the federal, state, and local level.

- b) Development of rapport between Institution and the public it services.
  - c) Official representation of the Institution and its Board-approved role and mission to the public.
  - d) Build collaborative relationships with numerous stakeholders.
  - e) Be involved and present in the wider Boise and Idaho communities.
- C) **Outside Professional Activities.** President may seek written approval to perform outside professional activities (including approval for continuation of current professional activities), provided the request for approval must include full disclosure of the nature of the proposed activity, including any compensation to be received, and provided the activity shall not impair the President's ability to devote full time and best efforts to the President's position as chief executive officer of the Institution, and subject to all applicable laws, regulations, and policies surrounding conflict of interest and commitment. Written approval will be granted or denied at the sole discretion of the Board or its designee. No paid outside board service by the President shall be approved during the first year of this Agreement. Subject to such written approval as required, the expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the President's responsibilities and duties under this Agreement.
- D) **No Conflict of Interest or Commitment.** The President shall not, without prior written permission from the Board, render services of any professional nature to or for any person, firm or entity for remuneration other than to the Board and the Institution, and shall absolutely not engage in any activity that may be competitive with and adverse to the interest of the Board or the Institution. The President shall at all times comply with applicable policies of the Board and Institution, and state or federal laws or regulations, governing conflict of interests and commitment, including prompt and proper disclosure(s) of any potential perceived or actual conflict of interest or commitment as may be required. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder, to the extent such conduct does not violate any applicable laws or regulations.
- E) **General Cooperation Covenant.** Without limitation of the obligations specified in this Agreement, applicable Board or University rules, regulations, policies and/or procedures, Dr. Hahn agrees to cooperate fully in any review or investigation involving Board or University matters in which he may possess

pertinent information. The term “cooperate” does not mean Dr. Hahn must provide information favorable to the Board or University, but only that he will make himself reasonably available and provide truthful testimony on matters of which he has personal knowledge. This obligation shall survive the expiration or earlier termination of this Agreement.

**III) Total Compensation: Salary, Benefits, and Allowances**

**A) Base Salary.**

- 1) **Annual Salary.** For all services rendered under this Agreement, the President’s annual salary shall be four hundred eighty thousand dollars (\$480,000), less applicable withholding and deductions, payable solely from Institution funds. The annualized salary shall be made in payments pursuant to the Institution’s standard payroll schedule.
- 2) **Salary Adjustments.** The President’s salary shall be reviewed annually. Salary increases are at the sole discretion of the Board, and will be informed in part by an evaluation of the President’s performance in accordance with Board policies.

**B) Employee Benefits.**

- 1) The President will be eligible to participate in standard benefits available to non-classified employees as set by statute, the Institution, and the Board, and as may change from time to time. Currently, these benefits include health insurance, life insurance, disability, required and voluntary retirement programs, paid holiday, vacation leave, and sick leave, and tuition-assistance education benefits. The University reserves the right to modify, supplement, amend or terminate any benefit plan or program.
- 2) The University will reimburse the President for the amount of premium due for Dr. Hahn's COBRA insurance coverage for the period from July 1, 2026 through July 31, 2026, if health insurance coverage through another employer is not available to him for the month of July 2026.

**C) Housing.** The President shall have his primary residence in Boise, Idaho. The Institution shall provide the President with an annual housing allowance of nine thousand dollars and zero cents (\$9,000.00) per month as a fringe benefit, paid by the Institution from Institution funds spread evenly in accordance with the University’s standard biweekly payroll cycle. The President shall be personally responsible for providing all upkeep, maintenance, utilities, and insurance required for the residence. Property taxes assessed on the residence shall be the sole personal responsibility of the President.

**D) Relocation Allowance.** Eligible relocation expenses, including packing, moving, unpacking, and storage, will be reimbursed from Institution Funds in an amount

- up to fifteen thousand dollars (\$15,000), subject to Idaho State Board of Education Policy and Boise State Policy, and are taxable income subject to applicable taxes and withholding. If the President voluntarily resigns within one to three years of receiving relocation expense reimbursement, the President is required to repay the reimbursed relocation expenses to the Institution at the time of the President's resignation.
- E) **Professional Development.** The University shall reimburse the President for appropriate professional development as reasonably judged by the Board President to be of benefit to the University and approved by the Board's Executive Director.
- F) **Automobile.** The Institution shall provide the President with an annual automobile allowance of nine thousand two hundred dollars (\$9,200). The President shall be responsible for acquiring, maintaining, registering, and insuring the automobile.
- G) **Working Facilities.** The President shall be furnished with a private office, administrative assistance and such other facilities and services suitable to the position and adequate for the performance of the duties.
- H) **Expense Reimbursement.** The Institution shall pay for reasonable and necessary expenses incurred in conducting University business, subject to oversight of the Board and appropriate Committees, furnishing of appropriate documentation, and subject to applicable University policies, procedures, standards, and applicable budgets. These include but are not limited to reasonable and necessary travel and entertainment expenses, as further described below, as well as one or more club memberships, as further described below.
- 1) **Travel for the Institution.** The Board agrees to pay for the President's reasonable travel expenses, hotel bills, and other necessary and proper expenses when the President is traveling on Institution business, subject to applicable state laws as well as applicable state, Institution and Board policies regarding travel expenditures and reimbursements. Payments will be made on behalf of the President's spouse only as permitted by the Governing Policies and Procedures of the Board, may not be charged to state funds, and when for a bona fide business purpose and the presence and activities of the spouse are significant and essential (not just beneficial) to further the interests of the Institution.
  - 2) **Official Entertainment.** The Institution shall reimburse the President for reasonable official University-related entertainment expenses. All reimbursements and expenditures shall be funded by the Institution's

public relations account and are subject to applicable State laws and State, Institution, and Board policies regarding use and reimbursement of entertainment expenses.

- 3) **Expense Receipts and Documentation.** The President agrees to maintain and furnish to the Board, upon request, an accounting of expenses provided for in this Agreement in reasonable detail on a quarterly basis.

**IV) Faculty Position.**

- A) **Faculty Appointment.** The President shall be appointed as President with tenure at the Institution at the rank of full professor, and upon the end of his service as President for any reason other than death or Termination for Cause, entitled to employment in a faculty position in a department within a college at the Institution where the President has the competence and knowledge to teach. The President shall not be additionally compensated as a professor while serving as President. Except as otherwise stated in this Agreement, during his active service as a member of the University's faculty post-presidency, Dr. Hahn's employment shall be governed by the University's policies that apply to all employees and those that apply to faculty members, and not by this Agreement. Dr. Hahn shall state in his resignation notice whether he intends to assume active faculty duties following resignation. If the Board Chair reasonably determines in good faith and with notice to the Board, that Dr. Hahn resigned under circumstances where there exists Cause to terminate Dr. Hahn's Term as President under Section V.C, and even though the Board may not have taken or completed action to terminate, then Dr. Hahn will be deemed to have declined appointment and employment as a faculty member or in any other capacity at the University, regardless of whether the resignation so states.
- B) **Resignation or Retirement.** Absent termination for cause, the President may opt, after resignation or retirement from the presidency, to continue service at the Institution as a paid tenured faculty member, subject to terms to be negotiated at the time such option is exercised. In order to exercise this option, the President shall provide the Board with sixty (60) calendar days' prior written notice. In the event the President exercises this option, the President shall be responsible for all duties applicable to other tenured professors in the applicable college. Upon transition to a faculty appointment, the President's salary and other terms and conditions of faculty employment shall be determined in accordance with the University's applicable faculty compensation policies, procedures, and practices for similarly situated tenured faculty members, taking into account academic discipline, rank, qualifications,

experience, and assigned responsibilities. In the event the Board terminates the President with cause, as provided for in Paragraph V.C, the President shall not be entitled to continued employment as a tenured faculty member of the Institution and may not exercise the option to retreat to a faculty position.

- V) **Termination and Liquidated Damages.** In each circumstance of termination for any reason, the President is entitled to all earned but unpaid Base Salary, any earned but unpaid Annual Incentive, documented and approved expenses yet to be reimbursed, and any vested benefits under benefits plans as of the termination date.
- A) **Resignation by President.** This Agreement may be terminated without cause by the President by giving the Board sixty (60) calendar days advance written notice stating the effective date of such resignation. This Agreement shall terminate on the effective date stated in the notice or on an alternate date mutually agreed upon by the Parties in writing. In no event shall the Board or Institution be liable for the loss of any benefits, losses, damages, including liquidated damages or severance, or income from any sources as a result of such termination.
- B) **Termination without Cause.** This Agreement may be terminated at any time by the Board in delivering to the President written notice of the Board's intent to terminate this Agreement without cause, which notice shall set forth the date of termination and shall be effective ninety (90) calendar days after the date the notice is delivered. The Board agrees to use good faith efforts to dissolve the employment relationship in an honorable and respectful manner and without damage to the President's reputation and the President agrees to not disparage the Institution. To provide the President with an opportunity to pursue other career opportunities, the Board may elect to require that the President assume sabbatical or professional leave status with pay during said ninety (90) calendar day period. In the event of such leave, the President agrees to accept same and, during such time period, to use his best efforts to act in the best interest of the Institution, notwithstanding that he would no longer be actively engaged as its President. The Board may also terminate this Agreement prior to its expiration upon a determination by the Board that a bona fide financial exigency or other extraordinary fiscal emergency exists that materially affects the financial operations of the University. In such event, the President shall be entitled to pay and benefits provided herein as a termination without cause.
- 1) **Liquidated Damages.** If the Board terminates this Agreement without cause within the first three (3) years of the presidency, then the President's employment obligations hereunder shall cease and be terminated, and the Institution shall pay the President, as liquidated damages and not as salary or payroll and not as severance, an amount

equal to one hundred percent (100%) of President's base annual salary for a period of twelve (12) months following the effective date of such termination, which amount shall be prorated to account for reemployment mitigation obligation as further described herein.

- 2) **Payment of Liquidated Damages, if owed:** The Institution shall pay its obligation on a monthly basis prorated for a period of twelve (12) months following the effective date of such termination, and such obligation shall be subject to President's duty to mitigate as set forth below. The President will be entitled to continue the health insurance plan and group life insurance at President's expense for such time permitted under Idaho law from the effective date of termination, but will not be entitled to any other benefits contained herein except as otherwise provided or required by applicable law. In no case shall the Board or Institution be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of the Board's termination of this Agreement without cause.
- 3) **Reasonableness of Liquidated Damages:** The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the Board without cause prior to its natural expiration may cause loss to the President which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the Institution and acceptance thereof by President shall constitute adequate and reasonable compensation to President for the damages and injury suffered.
- 4) **Mitigation of Damages:** If the President obtains new employment during the period during which the Institution is obligated to pay liquidated damages, the President must notify the Board in writing within 14 calendar days of his acceptance of such new employment, and the Institution's financial obligations under this Agreement shall be reduced by the amount of the compensation received by the President from such employment.

**C) Termination for Cause.**

- 1) The parties agree that the Board may terminate this Agreement at any time without liability for "Cause," which, in addition to its meaning in Idaho State Board of Education Policies and Procedures, Section II.L.3, shall include the following:
  - a) A material breach of this Agreement by the President;

- b) A willful or repeated failure or refusal by the President to substantially perform the duties and responsibilities of the office of President;
  - c) Intentional falsification or misrepresentation of a material fact, fraud, embezzlement, misappropriation of funds or property, breach of fiduciary duty, or other serious misconduct by the President;
  - d) Conduct with constitutes moral turpitude, or that would tend to bring public disrespect, contempt, or ridicule upon the Institution;
  - e) A material violation of any applicable federal, state, or local law or any material violation of Board policy, University policy, or other governing rule or regulation applicable to the President;
  - f) Conduct by the President, whether occurring in the performance of presidential duties or otherwise, that materially impairs the President's ability to perform the duties of office or is reasonably likely to cause substantial reputational harm to the University; or
  - g) Prolonged absence of duty without authorization of the Board, except as otherwise permitted by this Agreement.
- 2) Prior to termination for cause, the Board shall provide the President with written notice of the grounds constituting Cause and a reasonable opportunity, not to exceed thirty (30) days, to cure the deficiency, provided, however, that no opportunity shall be required for conduct involving (1)(c) or any other conduct that is not reasonably susceptible to cure. The existence of Cause shall be determined by the Board acting in good faith and based on substantial evidence. In such event, the President shall not be entitled to Liquidated Damages and no severance shall be due.
- D) Termination Due to Disability.** The Board may terminate this Agreement with seven (7) calendar days written notice setting forth the date of termination following (i) an absence under University's disability benefits program for a consecutive period that exceeds six (6) months, or (ii) upon a determination by a physician retained by the Executive Committee of the Board and approved by the President (or his personal representative) (such approval not to be unreasonable withheld, conditioned, or delayed), that President will be unable to resume duties of President for a period that will exceed six months. In such event, the President shall not be entitled to Liquidated Damages and no severance shall be due.

- E) **Termination Resulting from Death.** This Agreement shall be terminated immediately upon the death of the President. In such event, the President (or his surviving heirs or beneficiaries) shall not be entitled to Liquidated Damages and no severance shall be due.

**VI) Miscellaneous Provisions**

- A) **Entire Agreement; Modification.** This Agreement constitutes the entire understanding and agreement of the parties hereto and fully supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, including the Term Sheet signed by the parties on June 5, 2026, and cannot be amended, changed or modified unless in writing signed by both parties hereto.
- B) **Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
- C) **Governing Law; Forum.** This Agreement and all matters arising from or relating to the subject matter of this Agreement shall be interpreted and construed in accordance with the laws of the State of Idaho, without regard to its conflict of laws. Any legal suit, action or proceeding arising from or relating to the subject matter of this Agreement shall be instituted in the federal or state courts located in Ada County, Idaho, and each party hereby irrevocably and unconditionally submits to the jurisdiction of such courts.
- D) **Signatures; and Counterparts.** This Agreement may be executed in one or more counterparts each of which, when so executed, shall constitute one and the same instrument. Each Party agrees to be bound by its digital or electronic signature (“e-signature”) which evidences an intent to be bound, whether transmitted by fax machine, in the form of an electronically scanned image (e.g. in .pdf form), by e-mail, or by other means of e-signature technology, and each party agrees that it shall accept the signature of the other party transmitted in such a manner.
- E) **Understanding of Agreement.** Both Parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and conditions of this Agreement and its legal effect, that they have had the right to consult their own legal counsel with regard to the Agreement, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms. Therefore, this Agreement shall not be construed against or in favor of either party based upon which party was responsible for drafting the Agreement.

- F) **Waiver.** No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.
- G) **No Assignment.** This Agreement is not assignable but shall be binding upon the heirs, administrators, personal representatives, and successors of both parties.
- H) **Mediation.** The parties agree that any controversy or claim that either party may have against the other arising out of or relating to this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from the employment or termination of employment shall be submitted to non-binding mediation. Within fifteen (15) calendar days after delivery of a written notice of request for mediation from one party to the other, the dispute shall be submitted to a single mediator chosen by the parties. The mediation will take place in Boise, Idaho. The costs and fees associated with the mediation shall be shared equally by the parties.
- I) **Notices.** All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given upon receipt when hand delivered, upon certified delivery if delivered by registered or certified mail, or when read when delivered electronically by email, to the designated contact for each party, as follows:
- 1) If to Board, to its physical address, with a copy by email to the Executive Director and to [board@edu.idaho.gov](mailto:board@edu.idaho.gov)
  - 2) If to President, to the address on file in the University's Human Resources office or to such other names or addresses as the University or President shall designate in writing.
- J) **Withholding.** All payments under this Agreement, including but not limited to, all taxable fringe benefits, shall be made subject to applicable tax withholding, and the University shall withhold from any payments under this Agreement all federal, state, and local taxes as the University is required to withhold pursuant to any law or government rule or regulation. President shall be solely responsible for all federal, state, and local taxes due with respect to any compensation or benefit received under this Agreement or otherwise by virtue of his relationship or employment with Institution or Board, and President shall consult with his tax advisor with respect to any tax obligations.
- K) **Meaning of Termination; Section 409A Compliance.**
- 1) This Agreement will be interpreted and administered in accordance with the applicable requirements of, and exemptions from, Code § 409A in a manner consistent with Treas. Reg. § 1.409A-1 et seq. To the extent payments and benefits are subject to Code § 409A, this Agreement shall

be interpreted, construed and administered in a manner that satisfies the requirements of (i) Code § 409A(a)(2), (3) and (4), (ii) Treas. Reg. § 1.409A-1 et seq., and (iii) other applicable authority issued by the Internal Revenue Service and the U.S. Department of the Treasury (collectively "Section 409A").

- 2) Where the term "termination of employment" or "termination" or "end" of the Term of Dr. Hahn's service as President or of this Agreement or similar words and phrases describing termination, expiration, or the end of employment or of this Agreement are used in this Agreement, each such term shall include the others. Each such term shall also be read as satisfying the definition of a "separation from service" in Section 409A and shall include the natural end as well as an early end by affirmative action. It is understood that "separation from service" shall be defined as referenced under Treas. Reg. § 1.409A-1(h). For the avoidance of doubt and consistent with the terms of Treas. Reg. § 1.409A-1(h), Dr. Hahn shall be deemed to have separated from service if the bona fide level of services he provides the University is less than fifty percent (50%) of the average monthly level of services provided by Dr. Hahn during his service as President over the thirty-six (36) months immediately preceding his termination of employment as President. Neither Dr. Hahn nor the University has the right to accelerate or defer the delivery of any payments or other benefits except to the extent specifically permitted or required by Section 409A.
- 3) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A. All expenses or other reimbursements paid pursuant to this Agreement that are taxable to Dr. Hahn shall in no event be paid later than March 15 of the calendar year following the calendar year in which Dr. Hahn incurs such expense. With regard to any provision in this Agreement for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit and the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year.

- L) **Property.** Any property (including without limitation documents, records, equipment, and keys) furnished to or created by President incident to his employment as President belongs to the Institution and shall be promptly returned to Institution upon request of the Board, reasonable wear and tear excepted.
- M) **Survivability.** Any provision of this Agreement that by its terms requires performance after the termination or expiration of the Agreement, including but not limited to provisions relating to post-presidency employment of Dr. Hahn by the University or matters upon the end of Dr, Hahn’s service as President or the end of this Agreement, shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date set forth above:

\_\_\_\_\_  
By: Kurt Liebich, President, Idaho State Board of  
Education, as Board of Trustees of Boise State  
University

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Hahn, an individual

\_\_\_\_\_  
Date