

MICHIGAN STATE ATHLETICS

September 27, 2023

Mel Tucker
C/O Neil M. Cornrich
NC Sports, LLC
2000 Auburn Drive, Suite 315
Beachwood, OH 44122

Re: Termination of Employment Agreement

Dear Mr. Tucker,

I write on behalf of the University to terminate the Amended Employment Agreement, dated November 24, 2021 (the “Agreement”). Pursuant to Section III.B.1 of the Agreement (the “Early Termination Provision”), the University provided you with written notice of the University’s intent to terminate the Agreement on September 18, 2023 (the “Notice”). After thoroughly reviewing your response dated September 25, 2023 (the “Response”), the University now terminates the Agreement for cause.



**DEPARTMENT OF
INTERCOLLEGIATE
ATHLETICS**

Michigan State University
1855 Place
550 S. Harrison Road
East Lansing, MI
48823

517/355-1630
FAX: 517/432-1047

Simply put, the Response does not provide any information that refutes or undermines the multiple grounds for termination for cause set forth in the Notice. Instead, the 25-page Response, which includes a 12-page letter from your attorney and a 13-page “expert report,” provides a litany of excuses for your inappropriate behavior while expressly admitting to the problematic conduct outlined in the Notice. For example, when speaking to the statements that you made during the investigation that were addressed in the Notice, you maintain that you “told the truth in that investigation without reservation.” (Response at 1.) Later in your Response, you again admit to having multiple discussions with the Vendor on “the possibility of future programming,” and to “conversations [you] had with [the Vendor] regarding her appearance, flirtation, and phone sex.” (*Id.* at 4.) It is immaterial if, as you allege, these actions were purportedly consensual and somehow occurred outside of your workplace. As the University previously stated, “[i]t is decidedly unprofessional and unethical to flirt, make sexual comments, and masturbate while on the phone with a University vendor.” (Notice at 2.) Your unconvincing rationalizations and misguided attempts to shift responsibility cannot and do not excuse your own behavior. Had you not engaged in this inappropriate and unprofessional conduct, the University would not be subject to public disrespect and ridicule regarding your actions.

MICHIGAN STATE ATHLETICS

No statement in your attorney's Response attempting to undermine the jurisdiction of the investigation, justify your actions, or call into question the University's rational and justified decision to terminate your contract for cause "present reasons to the Athletic Director and the University's President as to why [you] should not be terminated on the grounds stated" in the Notice. (Section III.B.1.) Per the terms of the Agreement, you have been given the opportunity to present your reasoning to me and the Interim President. The length and detail of your Response demonstrates that you have had sufficient time and ability to consult with your attorney and present your reasoning. Given that your Response did not demonstrate any reason not to terminate based upon the grounds stated in the Notice, the University terminates the Agreement for cause pursuant to the Early Termination Provision effective September 27, 2023.

Sincerely,



A handwritten signature in black ink that reads "Alan Haller". The signature is fluid and cursive, with the first name being more prominent.

Alan Haller
Vice President and Director of Athletics
Michigan State University

DEPARTMENT OF
**INTERCOLLEGIATE
ATHLETICS**

Michigan State University
1855 Place
550 S. Harrison Road
East Lansing, MI
48823

CC: Teresa Woodruff
Brian Quinn

517/355-1630
FAX: 517/432-1047