

MICHIGAN STATE ATHLETICS

September 18, 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 to provide you with written notice of the University's intent to terminate the Amended Employment Agreement, dated November 24, 2021 (the "Agreement"). More specifically, I write to provide written notice of its intent to terminate the Agreement for cause pursuant to Section III.B.1 of the Agreement (the "Early Termination Provision").

Pursuant to the Early Termination Provision of the Agreement, the University may terminate for cause the Agreement with you, the Coach, "without liability to the Coach or any other penalty" when Cause exists for such Early Termination. Under the Early Termination Provision in Section III.B.1 of the Agreement, "[c]ause for termination" includes, in relevant part, the following:

- (a) the Coach materially breaches this agreement;
- (c) the Coach engages in any conduct which constitutes moral turpitude or which, in the University's reasonable judgment, would tend to bring public disrespect, contempt, or ridicule upon the University (e.g., material insubordination or impropriety involving a student).

By this letter, I write to inform you that the University is terminating the Agreement for cause under Sections III.B.1 (a) and (c) of the Early Termination Provision of the Agreement.

Undisputed Facts Warranting Termination for Cause

The University has become aware of various facts that have led to the unfortunate decision to terminate your employment for cause. At this point, the University has amassed a body of undisputed evidence of misconduct that warrants termination for cause. Notably, the following facts are undisputed and justify termination for cause. In July 2021, the University contracted with an outside vendor (the "Vendor") for the sole purpose of providing a sexual misconduct prevention educational program to the University Football Team in order to prevent and reduce instances of sexual misconduct. The University supported the Vendor's message



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and her foundation, Set the Expectation (STE), and the University Football Team signed the STE pledge. In April of 2022, the University's Athletics Department brought the Vendor to a Football game at the University where she was made an Honorary Captain of the University Football Team and promoted the University's relationship to STE. In late November of 2022, the Vendor alleged that you violated the University's Relationship Violence and Sexual Misconduct and Title IX Policy. The Vendor, an activist against sexual violence and a gang rape survivor, specifically alleged that you made unwelcome sexual advances towards her and masturbated on a phone call with her without her consent.

In light of the Vendor's complaints, the University is conducting a thorough investigation into her allegations under the formal grievance process for prohibited conduct pursuant to the University's Relationship Violence and Sexual Misconduct and Title IX Policy. You have made public comments on the formal grievance process and University's policy. During the course of the investigation, you admitted to having ongoing discussions with the Vendor about the Vendor providing further sexual misconduct prevention training to the University Football Team. During the period where you both discussed further STE presentations, and while married, you admitted to the following behaviors:

- Commenting to the Vendor about her looks, body, and body parts, specifically her "ass"
- Making flirtatious comments to the Vendor in conversations that you state "happened often"
- Masturbating and making sexually explicit comments about yourself and the Vendor while on the phone with the Vendor, which you describe as "phone sex" and "a late-night intimate conversation"

While the formal grievance process proceeds, the above-described undisputed facts provide multiple grounds for termination under the Agreement's Early Termination Provision. Your admitted behavior (1) constitutes a material breach of your duties under the Agreement, (2) demonstrates "conduct which constitutes moral turpitude," and (3) has brought "public disrespect, contempt, or ridicule upon the University." (Section III.B.1 (a) and (c).) Each of these grounds provide an independent basis under which the University may terminate the Agreement, which the University elects to now terminate.

Grounds for Termination:

Your Admitted Actions Materially Breach the Agreement:

Your actions and admitted conduct constitute a material breach of the Agreement, meaning the University may terminate the Agreement. (Section III.B.1 (a).) In the Agreement, you agreed to "perform the following duties" including, among others, to "keep positive and constructive in tone any public comments about University



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policies or actions taken by University administrators and conducting [your]self professionally and ethically, with integrity and sportsmanship at all times.” (Section I.C.15.) Your actions are in direct violation of this duty and constitute a material breach of the Agreement.

Your admitted behavior materially breached your obligation to “conduct[] [your]self professionally and ethically. . . at all times.” (Section I.C.15.) It is decidedly unprofessional and unethical to flirt, make sexual comments, and masturbate while on the phone with a University vendor. The unprofessional and unethical behavior is particularly egregious given that the Vendor at issue was contracted by the University for the sole purpose of educating student-athletes on, and preventing instances of, inappropriate sexual misconduct. Your admitted conduct—engaging in sexual extramarital behavior with a University vendor—rises to the level of a material breach of your contractual duty to the University to conduct yourself in a professional and ethical manner “at all times.” *Id.*

Under Section (a) of the Early Termination Provision, the University may terminate the Agreement where you “materially breache[d] the agreement.” As outlined above, you materially breached the Agreement in your admitted actions, which violated your duty to “conduct[] [your]self professionally and ethically. . . at all times.” (Section I.C.15 and Section III.B.1.) Given this material breach of Agreement Section I.C.15, the University may terminate the Agreement for your material breach under the Early Termination Provision.

Your Admitted Actions Constitute Moral Turpitude:

Your admitted conduct also constitutes “moral turpitude,” independently allowing the University to terminate the Agreement. (Section III.B.1 (c).) The Vendor had a contractual relationship with the University when she was paid in 2021 for her speaking engagement educating the University Football Team on sexual misconduct and sexual violence, and had a continued relationship with the University Football Team demonstrated by her “Honorary Captain” title bestowed in the Spring of 2022. Your comments about the Vendor’s “ass,” admitted flirtation, and act of masturbating on the phone with the Vendor, while married, amount to moral turpitude. It is highly inappropriate and improper to engage in extramarital sexual conduct with a Vendor, let alone an Honorary Captain of the Football Team, whose mission is to educate coaches and student-athletes, and specifically the University’s Football student-athletes under your direction, on sexual misconduct.

Under Section (c) of the Early Termination Provision, the University may terminate the Agreement where your conduct constitutes “moral turpitude.” As outlined above, your admitted conduct constituted conduct of “moral turpitude.” *Id.* Given this behavior, which you admitted and do not dispute, the University may terminate the Agreement under the Early Termination Provision.



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Your Admitted Actions Have Brought Public Disrespect, Contempt, and Ridicule Upon The University:

The Agreement provides that the University may terminate the Agreement where your conduct “in the University’s reasonable judgment,” would bring “public disrespect, contempt, or ridicule upon the University.” (Section III.B.1 (c).) The University’s judgment on this issue is not and cannot be in dispute because your conduct has—in fact—already brought public disrespect, contempt, and ridicule upon the University. *Id.* USA Today published the initial article reciting your admitted inappropriate behavior. Kenny Jacoby, *Michigan State football coach Mel Tucker accused of sexually harassing rape survivor*, Sept. 10, 2023, <https://www.usatoday.com/story/news/investigations/2023/09/10/michigan-state-football-coach-sexual-harassment-claim/70679703007/>. Headlines from various and prominent other news outlets also have brought public disrespect, contempt, and ridicule onto the University and prominently and negatively placed the University’s culture and reputation into the forefront of the news cycle. *See, e.g.*, Shehan Jeyarajah, *Michigan State coach Mel Tucker suspended amid investigation into sexual harassment of rape survivor, activist*, CBS Sports, Sept. 10, 2023, <https://www.cbssports.com/college-football/news/michigan-state-coach-mel-tucker-suspended-amid-investigation-into-sexual-harassment-of-rape-survivor-activist/>; James Neveau, *‘He’ll never coach again:’ Insider discusses Mel Tucker’s future at Michigan State*, NBC Sports Chicago, Sept. 13, 2023, <https://www.nbcsportschicago.com/ncaa/big-ten/hell-never-coach-again-insider-discusses-mel-tuckers-future-at-michigan-state/506728/>; The Associated Press, *Michigan State suspends coach Mel Tucker after sexual harassment allegations*, National Public Radio, Sept. 10, 2023, <https://www.npr.org/2023/09/10/1198717379/michigan-state-football-coach-mel-tucker-sexual-harassment-allegations>. University fans and alumni have also expressed their negative views of the University, further evidencing that your behavior has resulted in the University being subject to public disrespect, contempt, and ridicule.¹



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Under Section (c) of the Early Termination Provision, the University may terminate the Agreement where your conduct, in the reasonable judgment of the University, has brought “public disrespect contempt, or ridicule upon the University.” As outlined above, your admitted actions have decidedly brought public disrespect,

¹ Angie Povilaitis stated “[a]fter years of sexual assault scandals, after tireless work by so many trying to bring MSU forward to do better, this happens & is where we are.” @AngiePovilaitis, X, (Sept. 10, 2023, 9:52 AM). University fans also stated publicly: “I’m embarrassed to be an MSU fan right now,” “[t]his school continues to be a disappointment,” and “I’m tired of continually supporting this shit show.” *See* Lansing State Journal, *Michigan State alums, fans react to allegations against football coach Mel Tucker*, Sept. 10, 2023, <https://www.lansingstatejournal.com/story/news/local/campus/2023/09/10/mel-tucker-michigan-state-sexual-harassment-allegations-fans-react/70816301007/>.

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contempt, and ridicule on the University. Given your admitted actions, the University may terminate the Agreement under the Early Termination Provision as you have brought “public disrespect, contempt, or ridicule upon the University.” *Id.*

Notice of Termination:

The University remains committed to the full and fair processes and operations of complaints regarding violations of University policies and will continue with the formal grievance process, including the scheduled hearing on October 5 and 6, 2023. Separate and distinct from the final determination and findings following the hearing, your previously admitted actions provide ample ground for the University to terminate the Agreement. Your actions materially breached the Agreement, have amounted to “conduct which constitutes moral turpitude,” and additionally brought “public disrespect, contempt, or ridicule upon the University.” (Section III.B.1 (a) and (c).) As such, the University herein elects to terminate the Agreement.

This letter qualifies as “written notice, specifying the grounds for termination” under the Early Termination Provision, which written notice is being provided to you, Mr. Cornrich, and your legal counsel. Per the Agreement, the University will provide you with seven (7) days “to present reasons to the Athletic Director and the University’s President as to why [you] should not be terminated on the grounds [herein] stated.” (Section III.B.1.) Unless you can present sufficient reasons to dispute the above-identified grounds for termination for Cause, the University will terminate your employment for cause effective on September 26, 2023.



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Sincerely,

Alan Haller
Vice President and Director of Athletics
Michigan State University

Cc: Teresa K. Woodruff, Interim President

Brian T. Quinn, General Counsel

**MICHIGAN STATE UNIVERSITY
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
AMENDED EMPLOYMENT AGREEMENT**

This Amended Employment Agreement (this "Agreement") is entered into as of November 24, 2021 by Michigan State University (the "University") and Mel Tucker (the "Coach"), Head Coach of the University's Men's Intercollegiate Football Team, and amends the Employment Agreement dated February 2020 (the "2020 Agreement"), including the Amendment to Employment Agreement dated August 4, 2020 (the "August Amendment"); establishes the terms and conditions of the Coach's employment by the University; and reflects a shared commitment to the educational purpose of the University and to the standards of the National Collegiate Athletic Association (the "NCAA") and the Big Ten Conference (the "Big Ten"). If there is any conflict between this Agreement and the 2020 Agreement and/or August Amendment, this Agreement controls.

In consideration of the mutual promises contained in this Agreement, the University and the Coach agree as follows:

I. EMPLOYMENT; DUTIES

- A. Employment Status.** The University employs the Coach, and the Coach accepts employment, to serve as a contract employee under the terms of this Agreement, not as a part of any of the University's tenure or other employment systems. The Coach shall devote his best efforts full time to the performance of his duties for the University, and shall undertake and perform properly, efficiently, to the best of his ability and consonant with the standards, rules, and regulations of the University, all duties and responsibilities described in this Agreement, and/or as may be assigned or delegated to him.
- B. Reporting Relationship.** The Coach shall report to the University's Director of Intercollegiate Athletics (the "Athletics Director"). The Coach's job duties and responsibilities and the University's expectations will be reviewed, revised, and assigned from time to time by the Athletics Director.
- C. Duties.** The Coach shall serve as Head Coach of the University's Men's Intercollegiate Football Team (the "Team"), and in such capacity, oversee and manage the University's Men's Intercollegiate Football Program (the "Program"). In furtherance and without limitation of the foregoing, the Coach shall perform the following duties, among others:
1. Supporting the University's academic mission by adhering to the University's then-current practices for admissions of prospective student-athletes, by encouraging academic accountability of student-athletes (*e.g.*, class attendance, progress towards degree, study hall attendance, and tutoring sessions attendance), and by working to integrate sports into the University's academic life;
 2. Evaluating, recruiting, training, and coaching the Team's student-athletes to compete successfully in the Big Ten and the NCAA;
 3. Recruiting, recommending the employment of, supervising, and evaluating the performance of the Team's coaching staff;
 4. Complying with, and assuring that the Team's student-athletes, the Team's

assistant coaches, and all other University employees associated with the Program comply with the governing constitutions, bylaws, policies, procedures, interpretations, rules, and regulations, as amended from time to time, of the University, the NCAA, and the Big Ten or any of their respective successors in interest ("Governing Rules");

5. Reporting promptly to responsible University officials any violation of any Governing Rule of which he becomes aware or which he has reasonable cause to believe may have occurred;
6. Proposing a budget for the Program to the Athletics Director and managing the Program within the budget established for the Program by the Athletics Director;
7. Coordinating the scheduling of the Team's games, which shall be the final responsibility of the Athletics Director;
8. Maintaining and enforcing disciplinary rules and sanctions fairly and uniformly for all student-athletes on the Team so as to promote academic and moral integrity while encouraging competitive excellence;
9. Appearing exclusively on television and radio shows produced by the University and assisting with University websites and other electronic media relating to the Program;
10. Attending and participating in a reasonable number of uncompensated alumni, public, and media appearances promoting the Program, including those whose purpose is to enhance support for the Program among the University's students;
11. Working with Spartan Fund staff and University Development generally in planning, coordinating, and promoting fund-raising events to benefit the Program, the Department of Intercollegiate Athletics (the "Department"), and the University, and participating in fund-raising to benefit the Program, the Department, and the University, including identifying potential donors;
12. Attending all Big Ten and NCAA meetings, conferences, and clinics at which coaches of commensurate rank are customarily expected;
13. Working closely and cooperatively with Department and other University staff on all matters affecting the Program and on all other matters connected with the discharge of his duties as an employee of the University;
14. Operating and participating in summer football camps exclusively through the University, making every effort to conduct such camps in a manner that generates sufficient revenue to fund the payments to the Program coaching staff described in Section II.E of this Agreement; and
15. Keeping positive and constructive in tone any public comments about University policies or actions taken by University administrators and conducting himself professionally and ethically, with integrity and sportsmanship at all times.

D. Cooperation in Investigations. In furtherance and without limitation of the Coach's duties in Section I.C of this Agreement, the Coach shall cooperate fully in the NCAA infractions

process. This includes, but is not limited to: (1) affirmatively reporting instances of noncompliance to the NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof; (2) timely participation in interviews and providing complete and truthful responses; (3) making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested; (4) disclosing and providing access to all electronic devices used in any way for business purposes; (5) providing access to all social media, messaging, and other applications that are or may be relevant to the investigation; and (6) preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

- E. Performance Evaluation.** The Coach's performance of his job duties and responsibilities will be evaluated by the Athletics Director not less frequently than annually, generally about 30 days after the completion of the football season, including post-season competition, if any. These evaluations will take into account prior evaluations (including any evaluations under prior contracts) and the duties, expectations, and goals set for the Coach. The Athletics Director shall notify the Coach of any performance deficiencies.
- F. Discipline.** If the Coach violates NCAA or Big Ten rules or regulations or otherwise materially breaches this Agreement, the University may suspend the Coach from his duties for a period of time without pay or subject the Coach to other discipline or corrective action, but only in accordance with any applicable University, NCAA, and/or Big Ten rules and procedures. Such right to discipline or take corrective action is in addition to the University's rights to terminate this Agreement in accordance with Section III of this Agreement.
- G. Program Tickets.** The University shall provide the Coach with 60 tickets to each of the Team's regular season home football games, along with 24 tickets in a suite ("Program Tickets"). The Coach shall use these Program Tickets only for the promotion and development of the Program. The Coach shall not sell any Program Tickets and the Coach shall use Program Tickets in accordance with applicable NCAA rules and regulations concerning the disposition of complimentary tickets. The Coach shall submit to the University's Athletic Ticket Manager, not more than one week following each such home football game, a list of the individuals to whom the Coach provided Program Tickets for that game.

II. COMPENSATION

- A. General.** The Coach's compensation under this Agreement is subject to required deductions and withholding, as determined by the University, for state, local, and federal taxes and for any retirement or other benefits to which the Coach is entitled or in which he participates.
- B. Base Salary.** The base salary paid by the University to the Coach for services and satisfactory performance of the terms and conditions of this Agreement shall be \$5,900,000 per year, payable in 12 monthly installments in accordance with customary University payroll procedures. The Coach's base salary will be reviewed annually and upward adjustments, if any, will be at the discretion of the Athletics Director.

C. Supplemental Annual Income.

1. In addition to the Coach's annual base salary, and in consideration (a) for his exclusive television and radio appearances on shows produced by the University and for assisting with University website or other media participation in connection with or arising out of his position as Head Coach for the Team, (b) his participation in contracts for apparel and/or footwear for Team student-athlete and staff use and for sideline products which are to be negotiated exclusively by the University, and (c) for making personal appearances on behalf of the University, the University shall pay to the Coach as supplemental income the amount of \$3,100,000 per year, payable in 12 monthly installments in accordance with customary University payroll procedures. Except as provided in Section II.C.2 of this Agreement, the University shall receive all revenues generated by the activities described in this Section II.C.
2. The University shall cause the Coach to receive direct payment of \$100,000 annually from suppliers of footwear and apparel for the Program, but only in accordance with contracts negotiated exclusively by the University with such suppliers.

D. Fringe Benefits. During the term of this Agreement, the University will provide the Coach with the following fringe benefits and no others unless such other benefits, if any, are provided to all University employees:

1. Employment fringe benefits equal to those accorded full-time, fixed term faculty not covered by a collective bargaining agreement above the rank of Instructor whose appointments have specified end dates with terms nine months or longer; provided that if any such benefit is based in whole or in part upon the Coach's compensation, it shall be based exclusively upon the Coach's base salary under Section II.B of this Agreement; and further provided that the University's contribution to the Coach's retirement account shall not exceed the maximum permitted by applicable law and regulations;
2. Course fee courtesy credit for the Coach's spouse and children, as described in and subject to the Course Fee Courtesy Policy contained in the University's Faculty Handbook, as such Policy may be amended from time to time;
3. Use of two automobiles;
4. Purchase of a membership and payment of or reimbursement for monthly dues in (a) a country club selected by the Coach (which does not engage in discriminatory practices in violation of applicable federal and state laws), (b) the Michigan Athletic Club, and (c) the University Club of Michigan State University, which memberships are required for the conduct of development activities and entertainment associated with the Coach's official responsibilities;
5. Six complimentary football season tickets, four complimentary ice hockey season tickets, and four complimentary men's and women's basketball season tickets, all for personal use by the Coach in accordance with the University's complimentary ticket policy applicable to Department employees;
6. Insurance benefits consisting of a \$2,000,000 term life insurance, or a monthly benefit

amount of \$6,000 for 60 months, including a cost of living annual benefit adjustment and a lump sum distribution at the end of 60 months; and

7. Four seats on the Program team plane and two hotel rooms for any post-season football games, in addition to team plane seats for the Coach's wife and dependent children.
8. For the personal, non-business travel for Coach and/or his guests and his family, use of a private plane for 50 hours annually.

E. Summer Camps. The Coach's summer camp compensation shall be governed by separate agreements between the University and the Coach and by Department policies in effect from time to time. The University guarantees minimum annual compensation to Program coaching staff from summer camps equal to at least \$50,000 in the aggregate to such coaching staff. Such compensation shall be paid to Program coaching staff, as directed by the Coach, following standard University payroll procedures.

F. Performance Incentive Bonuses.

1. The University shall pay an incentive bonus of \$200,000 to the Program if the Team wins the Big Ten divisional championship and participates in the Big Ten Conference championship game.
2. The University shall pay an incentive bonus of \$200,000 to the Program if the Team wins the Big Ten Conference Championship game.
3. The University shall pay yearly performance incentive bonuses as follows:
 - \$25,000 if the Coach is named the Big Ten Coach of the Year;
 - \$50,000 if the Coach is named the National Coach of the Year by the American Football Coaches Association;
 - \$125,000 if the Team plays in any non-College Football Playoff (CFP) bowl game; or
 - \$250,000 if the Team plays in a CFP bowl game (excluding bracketed games for championship); or
 - \$275,000 if the Team plays in CFP; and
 - \$300,000 for each additional game the Team plays CFP (any potential byes count as a game played for said purposes); and
 - \$500,000 if the Team wins the College Football Championship game.

The University shall pay the foregoing bonuses to the Program no later than 60 days following the end of any football season in which a relevant achievement is attained.

4. The University shall pay a yearly bonus of \$100,000 to the Program, to be allocated between the Coach, the assistant football coaches, and the Program administrative staff, at the discretion of the Athletics Director with input from the Coach. The University shall such bonus no later than June 30th following the end of each football season, provided, however, that the University shall not be obligated to pay such bonus to the Program if the Coach had provided notice of termination to the University pursuant to Section III.B.3 of this Agreement.

- G. Contingent Annual Bonus.** The University shall pay to Coach an annual bonus of \$400,000, provided that the Coach has served continuously as the Program Head Coach for the twelve consecutive months immediately preceding July 1st of the year in which the bonus will be paid. Such bonus will vest on the first business day following the conclusion of the 12-month period and will be paid to Coach on or before the end of the month in which the bonus vests.
- H. 401(a) Plan.** The University shall make an annual contribution (the "Contribution") for Coach's benefit to a defined contribution retirement plan that meets the requirements of Internal Revenue Code (the "Code") Section 401(a) (the "Qualified Plan"). The 12-month plan year ("Plan Year") of the Qualified Plan and the Qualified Plan's Section 415 limitation year shall begin on January 1 and end on December 31. The amount of the Contribution each Plan Year shall be the maximum employer contribution for the Coach's benefit to the Qualified Plan that is permitted by Code Section 415(c) for that Plan Year. Each such annual Contribution shall be deposited into the trust or custodial account relating to the Qualified Plan not later than the last day of the Plan Year to which that Contribution relates. This annual Contribution shall be made for each Plan Year that ends during the term of this Agreement.
- I. Post-Coaching Football Tickets.** The University will provide four complimentary football season tickets in the Spartan Club and one complimentary football parking pass in the lot adjacent to the football stadium to the Coach for his lifetime, provided that Coach will not be eligible for this benefit if his employment terminates pursuant to Section III.B.1 or Section III.B.4. This benefit is personal to the Coach and may not be transferred.
- J. Surviving Spouse Insurance Coverage.** In the event the Coach dies while employed by the University, his surviving spouse may continue health and dental coverage on the terms and subject to the conditions of the University's *Policy and Procedure for Health and Dental Benefits for Surviving Spouses and Surviving Other Eligible Individuals*, as it may be amended from time to time.
- K. Exclusivity of Services.**
1. The Coach agrees that during the term of this Agreement, he will not engage in any outside activities, including but not limited to, television, radio, internet, shoe and/or apparel sponsorships, consulting, promotion, appearances, endorsements, and charitable fundraising, except for those activities on behalf of the University as described in this Agreement, unless such activities are expressly approved in writing and in advance by the Athletics Director, which approval may not be unreasonably withheld or delayed. Reasons for the Athletics Director's withholding approval may include, but not be limited to, his reasonable and good faith determination that the activity (a) conflicts with then-existing or pending University agreements, (b) conflicts with any Governing Rule or obligations of the Coach under this Agreement, or (c) may reflect poorly upon the University. Permitted outside activities may not use University intellectual property or suggest an association with or endorsement by the University. All income derived from the Program, including, but not limited to, the University's athletic apparel and beverage agreements, the Coach's television and radio shows, and other University agreements and commercial activities (but specifically excluding summer camps referenced in Section II.E of this Agreement), shall belong to the University. All income received by the Coach from approved outside activities will belong to the Coach.
 2. Pursuant to certain Governing Rules, the Coach shall provide a written detailed account

annually to the University's President and the Athletics Director of all athletically-related income and benefits that he receives from sources outside the University.

3. The Coach agrees that during the term of this Agreement he will provide the Athletics Director with written notice prior to or within 48 hours after engaging (either directly or indirectly through an agent or representative) in any material discussions pertaining to coaching opportunities with any professional football team or intercollegiate football team or any other coaching or non-coaching positions that could result in termination of his employment with the University.

III. TERM OF EMPLOYMENT; TERMINATION

A. Term. Unless earlier terminated in accordance with this Section III, this Agreement is effective for a fixed term that expires on January 15, 2032 (referred to herein as the "ten-year term").

B. Early Termination; Damages.

1. The University may terminate this Agreement prior to the expiration of its term at any time, for cause, without liability to the Coach or any other penalty. Cause for such termination includes, without limitation, the following: (a) the Coach materially breaches this Agreement; (b) the Coach is convicted of a crime, other than a minor traffic offense; (c) the Coach engages in any conduct which constitutes moral turpitude or which, in the University's reasonable judgment, would tend to bring public disrespect, contempt, or ridicule upon the University (e.g., material insubordination or impropriety involving a student). Notwithstanding anything to the contrary herein, the University shall not terminate the Coach for cause unless the University has provided the Coach with written notice, specifying the grounds for termination, and afforded the Coach the opportunity to present reasons to the Athletic Director and the University's President as to why he should not be terminated on the grounds therein stated.
2. The University may terminate this Agreement prior to the expiration of its term at any time, for any or no reason, by giving written notice to the Coach. In the event of such termination, the University shall pay to the Coach as liquidated damages 100% of the Non-Performance Related Compensation (defined below) remaining on the ten-year term.

The University shall pay such liquidated damages in monthly installments over the remaining ten-year term. For purposes of this Section III.B.2, "Non-Performance Related Compensation" means the sum of the following components of the Coach's compensation: annual base salary pursuant to Section II.B of this Agreement; plus supplemental annual income pursuant to Section II.C of this Agreement; plus contingent annual bonus pursuant to Section II.G of this Agreement. By way of illustration, upon commencement of the term of this Agreement, Non-Performance Related Compensation equals \$9,500,000, *i.e.*, \$5,900,000 in base salary pursuant to Section II.B of this Agreement, plus \$3,200,000 in supplemental income pursuant to Section II.C of this Agreement, plus \$400,000 in contingent annual bonus pursuant to Section II.G of this Agreement.

Upon notice to the Coach by the University of its election to terminate pursuant to this Section III.B.2, the Coach shall mitigate the University's payment obligations under this Section III.B.2 by making reasonable efforts to obtain other comparable employment (which may include, but is not limited to, employment as the head coach or a coordinator of a professional football team or a Division I FBS intercollegiate football team) as soon as reasonably practical following such termination. This obligation includes a duty to seek compensation for such comparable employment at the market-rate, which is more than nominal compensation. If subsequent to termination under this Section III.B.2 the Coach obtains other comparable employment, then each of the University's monthly obligations to pay the Coach as set forth above in this Section III.B.2 will be reduced by the Coach's total compensation relating to such comparable employment, excluding employee reimbursements and standard employee benefits under broad-based plans (the "Other Compensation"). If the Coach obtains other comparable employment, he shall immediately provide written notice to the University describing the position and his total compensation. The University may request reasonable evidence of the amount of compensation paid to or vested in favor of the Coach in the new position; in such case, the Coach shall provide such evidence in a timely manner. The Other Compensation shall be set off from the amounts due pursuant to this Section III.B.2 for the same period that it is earned by the Coach, whether it is paid on an ongoing basis, as a sign-on or otherwise in advance or on a deferred basis. Any amounts subject to a vesting schedule will be deemed earned when vested. If in any month the Other Compensation exceeds the University's obligations to the Coach as set forth in this Section III.B.2, such excess will be carried forward and set off against the University's next future monthly obligations. The Coach shall provide the University on an ongoing basis with the information reasonably requested which is necessary to implement the foregoing and shall promptly respond to the reasonable inquiries of the University. The Coach shall promptly refund to the University any amounts that he receives that should have been set off under the provisions of this Section.

Payment by the University in accordance with the provisions of this Section III.B.2 is conditioned upon the execution and delivery by the Coach of a release and separation agreement in a form reasonably acceptable to the University.

Notwithstanding the above, the University agrees to modify the timing of the initial payment and/or the monthly installments to comply with Section 457(f) of the Internal Revenue Code and any applicable exceptions (Namely, the severance exception and/or the short-term deferral requirement).

3. The Coach may terminate this Agreement prior to the expiration of its term at any time when the Team is not involved in regular or post-season competition by providing written notice of termination to the University.
4. This Agreement will terminate automatically if the Coach accepts a position coaching a professional football team or an intercollegiate football team other than the Team. In the event of such termination, the Coach shall pay to the University liquidated damages as follows, within 60 days of the termination date:
 - (a) \$2,500,000 if such termination occurs at any time on or before January 15, 2022;
 - (b) \$2,000,000 if such termination occurs between January 16, 2022 and January 15,

- 2023;
- (c) \$1,500,000 if such termination occurs between January 16, 2023 and January 15, 2024;
 - (d) \$1,000,000 if such termination occurs on or after January 16, 2024.

C. Limited Liability. In the event of termination of this Agreement prior to its expiration date, all obligations of the parties under this Agreement (including, without limitation, the University's obligation to provide the Coach with the fringe benefits described in Section II.D of this Agreement and excepting those expressly set forth in this Section III) will cease as of the effective date of termination. In no event will the University be liable to the Coach for the loss by the Coach of any collateral business opportunities or other benefits, perquisites or income resulting from activities such as but not limited to camps, clinics, media appearances, apparel or shoe contracts, consulting relationships, or from any other sources, whether or not the University had assured the Coach of income from such sources under Section II of this Agreement.

IV. MISCELLANEOUS

- A. Assistant Coaches.** The Program will be provided with a compensation fund of at least \$7,500,000 to be used exclusively for on-field assistant coaches. Any increase in such fund shall be subject to the approval of the Athletic Director. The amounts paid to individual assistant coaches will be determined by the Coach, subject to approval under applicable university human resources or hiring policies. No amount of this fund is available for or allowed to be paid to the Coach.
- B. NCAA Sanctions.** Notwithstanding anything to the contrary in this Agreement, this Agreement will not be affected in any manner whatsoever by any sanction by the NCAA, consisting of loss of scholarships or loss of bowl eligibility, arising from actions or omissions on the part of the University or its personnel that pre-date the 2020 Agreement.
- C. University Property.** All materials and information of any kind, including, without limitation, personnel records, team information, play books, films, statistics, and recruiting files furnished to the Coach by or on behalf of the University or developed by the Coach at the University's direction, for the University's use or otherwise in connection with the Coach's employment, in hard copy, in electronic form or otherwise, are and shall remain the sole property of the University. Except in the normal course of his duties, the Coach may not remove, or cause or authorize the removal, of any University property from the University.
- D. Licensing and Enforcement Representation.**
 - 1.** The Coach grants to the University, for a duration not to extend beyond the expiration date of this Agreement, a non-exclusive, worldwide right and license (a) to use, copy, reproduce, exhibit, display, and sub-license for the purpose of managing opportunities for the licensing of the publicity rights of the Coach ("Licensing Opportunity") including, but not limited to, the name, image, quotes, voice recording, signature, and biographical information of Mel Tucker or version thereof in relation to creating, producing, promoting, or selling merchandise ("Licensed Products") associated with Coach's Employment Duties as described in Section I of this Agreement and status as Head Coach of the Team.

2. The University may manage the rights granted in Section IV.C.1 itself or through its agent, service company, publishers, sub-licensees, distributors, or other parties ("University Agents") for commercial and non-commercial purposes.
3. The University shall present Licensing Opportunities to the Coach as they arise and to the extent they are acceptable to the University. The Coach is under no obligation, but may elect, to have the University participate in any presented Licensing Opportunity.
4. Upon election by the Coach to have the University participate in any Licensing Opportunity, the University shall (or shall cause University Agents to) facilitate contract terms that shall govern the elected Licensing Opportunity.
5. The University agrees that it will (or will allow University Agents to) facilitate a contract for a Licensing Opportunity in connection with Licensed Products only if such Licensed Products and any associated promotion(s) are of the kind and character approved by both the Coach and the University.
6. The Coach further grants the University a non-exclusive, worldwide right to enforce the publicity rights of the Coach against unauthorized uses by third parties. Such enforcement rights may include, but are not limited to, the initiation, maintenance, settlement, or other resolution of an enforcement action undertaken by the University in its discretion and at its expense. The Coach agrees that the University is not obligated to monitor the infringement activities of third parties and the University may abandon its enforcement of the publicity rights of the Coach at its discretion.
7. The Coach agrees to reasonably cooperate with the University in connection with the Licensing Opportunity presented and timely provide signatures and approvals required for University to exercise the rights granted in this Section IV.C including, but not limited to providing approvals of artwork for Licensed Products and providing signatures to powers of attorney or license agreements.

E. Tax Consequences. The University cannot guarantee personal or estate tax treatment of any payments or benefits under this Agreement, and the Coach acknowledges being advised to seek, and has sought, professional advice to determine compensation options preferable to him.

F. Notices. Any notice or other communication to either party under this Agreement will be effective only if the notice is in writing and delivered to the party at the address below either personally, by electronic mail, by a recognized overnight courier service, or by United States mail (first-class, certified, or registered with postage prepaid, return receipt requested).

University: Director of Intercollegiate Athletics, Michigan State University, 550 S. Harrison, East Lansing, MI 48823

Coach: Neil M. Cornrich, NC Sports, LLC, 2000 Auburn Drive, Suite 315, Beachwood, OH 44122

E. Severability. If any provision of this Agreement is invalid or unenforceable, the remainder of the provisions, or the application of such provisions to a person other than those as to which it is invalid or unenforceable, will not be affected and will be valid and enforceable to the fullest extent permitted by law.

- F. Delegation; Assignment.** Neither party may delegate any performance under this Agreement. Neither party may assign any right under this Agreement. A purported delegation or purported assignment in violation of this Section is void.
- G. Governing Law; Consent to Jurisdiction.** The laws of Michigan (without giving effect to its conflicts of law principles) govern all matters arising under and relating to this Agreement. Each party irrevocably submits to the exclusive jurisdiction of the Michigan Court of Claims and the Federal District Court for the Western District of Michigan for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions it contemplates. Service of process in connection with any such suit, action or proceeding may be served on each party anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each party irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
- H. Entire Agreement.** This Agreement constitutes the final, exclusive agreement between the parties on the matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- I. Amendment; Waiver.** This Agreement cannot be amended, and no provision of this Agreement may be waived, unless set forth in a written document signed by a duly authorized representative of the party against whom enforcement of the amendment or waiver is sought. A waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party may not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.
- J. Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same agreement and will become effective and binding on the parties at such time as all the signatories have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page(s) Follow]

To evidence their agreement as set forth above, the Coach and a duly authorized University officer have executed this Employment Agreement below.

COACH

[Redacted Signature]

Mel Tucker

Date: November 24, 2021

MICHIGAN STATE UNIVERSITY

[Redacted Signature]

Samuel L. Stanley Jr., M.D., President

Date: November 24, 2021