

Mel Tucker: A Look into the Former Michigan State University Coach's Termination and his Subsequent Lawsuit

By Martin J. Greenberg and Gabe Ellis

Introduction

High-profile coaching terminations have become increasingly common in college athletics, with several cases involving moral turpitude clauses in coaching contracts. The case of Mel Tucker (Tucker) at Michigan State University (MSU) represents one of the most significant examples to date. In 2021, Tucker signed a lucrative 10-year, \$95 million contract extension that made him one of the highest-paid coaches in college football. Less than two years later – following allegations of sexual harassment from Brenda Tracy (Tracy), a sexual assault prevention advocate – Tucker was suspended and ultimately fired for cause under the moral turpitude clause in his contract. This article examines the circumstances surrounding Tucker's termination, the subsequent legal battle over nearly \$80 million in remaining guaranteed compensation, and an introduction into the murky definition of acts of “moral turpitude” with examples of coaches whose termination raised discussion of moral turpitude.

Who is Mel Tucker?

Tucker is a former head football coach at MSU.¹ Tucker accepted the head coaching position in February 2020, where he found early success.² In 2021, just his second season at the helm, Tucker led his team to an 11-2 record, a top 10 ranking, and a Chick-fil-A Peach Bowl victory over ACC champion, the University of Pittsburgh.³ Following the successful 2021 season, Tucker received and was nominated for numerous prestigious coaching awards. Tucker was a

¹ *Mel Tucker*, Staff Directory, Michigan State University Athletics. <https://msuspartans.com/staff-directory/mel-tucker/580> (last accessed Apr. 26, 2025).

² *Id.*

³ *Id.*

finalist for National Coach of the Year by multiple organizations, he was named Big Ten Coach of the Year, and in June 2022, was named the College Coach of the Year by the National Coalition of Minority Football Coaches.⁴

Tucker played defensive back at the University of Wisconsin from 1990-1994.⁵ He then began his coaching career as a graduate assistant at MSU under Coach Nick Saban.⁶ He went on to coach in both the NFL and at other prominent NCAA football programs, such as Ohio State University, the University of Alabama, and the University of Georgia.⁷ During his time in the NFL, Tucker served as the defensive coordinator for the Cleveland Browns, the Jacksonville Jaguars, and the Chicago Bears.⁸ Tucker spent just one season as the head coach of the University of Colorado in 2019 before accepting a lucrative offer to become the head coach at MSU.⁹

At Colorado, Tucker was signed to a five-year contract with about a \$2.4 million annual salary.¹⁰ After just one year, MSU lured Tucker away from Colorado with a six-year contract worth \$5.5 million annually.¹¹ With Tucker's successful second season as the MSU Head Coach, many suitors came who were reportedly interested in hiring Tucker away from MSU.¹² In November 2021, MSU agreed to extend Tucker's contract.¹³

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*

⁹ *Id.*

¹⁰ Matt L. Stephens, *Inside Mel Tucker's \$14.8M contract as Colorado Buffaloes football coach*, The Denver Post (Dec. 12, 2018), <https://www.denverpost.com/2018/12/12/mel-tucker-colorado-buffaloes-contract/>.

¹¹ Jared Ramsey, *Where Michigan State coach Mel Tucker's contract stands amid sexual harassment claims*, Detroit Free Press (Sep. 11, 2023), <https://www.freep.com/story/sports/college/michigan-state/spartans/2023/09/10/michigan-state-football-mel-tucker-contract-sexual-harassment-claims-95-million-moral-turpitude/70816180007/>.

¹² *Id.*

¹³ *Id.*

2021 Contract Extension

In the face of increased pressure from other programs interested in hiring Tucker, MSU, backed by billionaire boosters Mat Ishbia and Steve St. Andre, stepped up and offered Tucker a lucrative 10-year deal worth about \$95 million fully guaranteed to run until January 2032.¹⁴ At the time, Tucker's annual pay was the second highest in all of college football, behind only Nick Saban at the University of Alabama.¹⁵ Additionally, Tucker's 10-year deal made him one of only three college football coaches with a contract term of more than ten years.¹⁶

Tucker's compensation included \$5.9 million per year as base salary.¹⁷ He was also to receive \$3.1 million per year for meeting certain required appearances on behalf of the University as well as other media requirements.¹⁸ Additionally, Tucker was to receive \$100,000 per year directly from MSU's footwear and apparel suppliers.¹⁹ Among many other benefits and incentives, Tucker would receive a \$400,000 yearly bonus contingent on serving as the head coach for the previous twelve months.²⁰

¹⁴ *Michigan State coach Mel Tucker agrees to 10-year, \$95 million contract as Spartans eye 10 wins*, ESPN (Nov. 24, 2021). https://www.espn.com/college-football/story/_/id/32709778/michigan-state-football-coach-mel-tucker-agrees-new-long-term-contract-sources-say.

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ Amended Employment Agreement by and between Michigan State University and Mel Tucker, Nov. 24, 2021, on file with the author.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

2021 Contract's For Cause Termination Clause

Tucker's renegotiated 2021 contract contains various termination clauses. Relevant to this article is the Section III.B.1 termination clause:

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.

In relevant part, Section III.B.1 permits the University to terminate Tucker if he "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."²¹ Notably, termination on such grounds may occur prior to the expiration of the contract's term "without liability to the Coach or any other penalty."²²

The contract also contains a provision for termination with no cause, outlined in Section III.B.2. However, termination not for cause requires the University to pay Tucker "100% of the Non-Performance Related Compensation [as defined in the provisions] remaining on the ten-year

²¹ *Id.*

²² *Id.*

term.”²³ The provision states the non-performance related compensation equals \$9,500,000 to be paid in monthly installments for the remainder of the term.²⁴ However, the contract does require Tucker to mitigate the University’s payment obligations “by making reasonable efforts to obtain other comparable employment. . . .”²⁵

Factual Basis for Allegations and Tucker’s Termination

In December 2022, just over a year into Tucker’s recently extended contract, a shocking development arose that led to Tucker being suspended and eventually fired for violating MSU’s Relationship Violence and Sexual Misconduct and Title IX Policy.²⁶ Tracy, a national advocate for sexual assault survivors, filed a complaint with the MSU Title IX Office alleging, among other instances of sexual harassment, that during a phone call with Tucker some months prior, Tucker made sexual comments about her while masturbating without her consent.²⁷ Tucker at all times has denied any wrongdoing and claims that he and Tracy had a consensual intimate relationship.²⁸ Tucker had previously selected Tracy to speak with the MSU football team on sexual misconduct education.²⁹

Although Tracy made her complaint against Tucker in December 2022, the story did not reach the public until September 10, 2023, when the USA Today published a report that Tucker had been under investigation for sexually harassing Tracy.³⁰ Before this report, Tucker had

²³ *Id.*

²⁴ *Id.*

²⁵ *Id.*

²⁶ Matt Wenzel, *Mel Tucker suing Michigan State for wrongful termination*, Mlive.com (Aug. 1, 2024).

<https://www.mlive.com/spartans/2024/08/mel-tucker-suing-michigan-state-for-wrongful-termination.html>.

²⁷ Matt Mencarini, *Michigan State University fired Mel Tucker nearly a year ago. Here’s what’s happened since*, Lansing State Journal (Sep. 4, 2024).

<https://www.lansingstatejournal.com/story/news/local/campus/2024/09/04/mel-tucker-michigan-state-football-brenda-tracy/74856948007/>.

²⁸ *Id.*

²⁹ *Id.*

³⁰ *Id.*

remained coaching and led his team to a 2-0 start in the 2023 season.³¹ The day the story went public, MSU suspended Tucker without pay.³² Just seventeen days later, on September 27, 2023, Tucker was fired for cause.³³

Interestingly, Tucker was fired before the Title IX investigation was complete,³⁴ although the investigators issued a report of their findings in July of 2023.³⁵ MSU Athletic Director, Alan Haller's (Haller), reason for terminating Tucker was that Tucker breached his contract by engaging in unprofessional and unethical conduct that embarrassed the University.³⁶ More specifically, Haller cited the clause in Tucker's contract that allowed for early termination if "the coach engages in any conduct which constitutes moral turpitude" or would "tend to bring public disrespect, contempt, or ridicule upon the University."³⁷ Haller said it was "unprofessional and unethical to flirt, make sexual comments, and masturbate while on the phone with a University vendor."³⁸ Haller also said it is immaterial if Tucker's actions were consensual and somehow occurred outside of the workplace.³⁹

MSU initiated a Title IX investigation in December of 2022, following Tracy's complaint.⁴⁰ The University hired outside attorneys to investigate the claims against Tucker.⁴¹ The

³¹ Kenny Jacoby, *Almost a year after MSU firing, football coach Mel Tucker files lawsuit*, USA Today (Aug. 1, 2024), <https://www.usatoday.com/story/news/investigations/2024/08/01/mel-tucker-files-lawsuit-michigan-state/74628530007/>.

³² Mencarini, *supra* note 27.

³³ *Id.*

³⁴ Jacoby, *supra* note 31.

³⁵ Jonathan Oosting, *Michigan State to Mel Tucker: We will fire you for 'moral turpitude'*, Bridge Michigan (Sep. 8, 2023), <https://www.bridgemi.com/talent-education/michigan-state-mel-tucker-we-will-fire-you-moral-turpitude>

³⁶ Jacoby, *supra* note 31.

³⁷ Oosting, *supra* note 35.

³⁸ Jacoby, *supra* note 31.

³⁹ Arjun Thakkar, *Michigan State University fires Mel Tucker for "moral turpitude" and breach of contract*, WKAR Public Media (Sep. 27, 2023), <https://www.wkar.org/wkar-news/2023-09-27/michigan-state-university-fires-mel-tucker-for-moral-turpitude-and-breach-of-contract>

⁴⁰ Mencarini, *supra* note 27.

⁴¹ *Id.*

investigators concluded that Tucker violated school policy.⁴² Tucker attempted to refute this by arguing the University lacked jurisdiction to investigate his private life and that the investigators were biased against him.⁴³ The University was not convinced, finding the investigators had a reasonable basis for their findings, and the Title IX investigation was eventually concluded in January 2024.⁴⁴

The Title IX investigation was not short on controversy. About a month after Tucker's September 2023 firing, and before the Title IX investigation concluded, Tracy filed a lawsuit against Tucker that sought to prevent Tucker from releasing text messages from a phone owned by Tracy's close friend and assistant who died in a car crash.⁴⁵ Tucker argued the messages would prove he and Tracy had a consensual relationship and that Tracy's lawsuit should be dismissed because he did not improperly obtain the phone and its contents.⁴⁶ The Ingham County Judge agreed and dismissed Tracy's case.⁴⁷

Also, due to the timing of when the Title IX investigation was leaked to the public, a law firm was hired by MSU to investigate whether information related to the Title IX investigation was improperly shared by University officials.⁴⁸ The firm apparently discovered evidence that Tracy and her counsel leaked the investigation to the public, which was supposed to remain confidential according to University Procedures.⁴⁹

Although Tucker had already been fired, the University followed through with the Title IX case against him.⁵⁰ A final hearing was held on October 5, 2023, which neither Tucker nor his

⁴² *Id.*

⁴³ *Id.*

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ *Id.*

⁴⁸ *Id.*

⁴⁹ *Id.*

⁵⁰ Jacoby, *supra* note 31.

attorneys attended, but he still used the text messages between Tracy and her deceased friend to plead his innocence.⁵¹ By January of 2024, the investigation was completed with a finding that Tucker more likely than not sexually harassed Tracy on several occasions.⁵²

When Tucker was fired in September of 2023, his contract had somewhere between \$75-80 million in guaranteed salary remaining.⁵³

Tucker's Filed Complaint

Tucker filed a lawsuit in the United States District Court for the Western District of Michigan on July 31, 2024.⁵⁴ The named Defendants included Michigan State University, the entire Michigan State Board of Trustees, Michigan State Athletic Director Alan Haller (Haller), Michigan State General Counsel Brian Quinn (Quinn), and former interim Michigan State President Teresa Woodruff (Woodruff).⁵⁵

The seventy-five-page complaint contained nine counts against the Defendants.⁵⁶ He primarily alleged the Defendants unlawfully terminated him “in violation of his constitutional rights to due process and equal protection, and in violation of [his] employment agreement and other rights under state law.”⁵⁷ He brought claims under 42 U.S.C. § 1981 for the Defendants’ violation of his constitutional right to equal protection, and under 42 U.S.C. § 1983 for their violation of his right to due process of law.⁵⁸ He also seeks damages for his state law claims of breach of contract, defamation, tortious interference with contract, intentional infliction of

⁵¹ *Id.*

⁵² *Id.*

⁵³ Mencarini, *supra* note 27; Jacoby, *supra* note 31.

⁵⁴ Complaint and Demand for Jury Trial, *Tucker v. Michigan State Univ. et al.*, United States District Court, Western District of Michigan, Cases No. 1:24-CV-00795, July 31, 2024.

⁵⁵ *Id.*

⁵⁶ *Id.*

⁵⁷ *Id.* at 1.

⁵⁸ *Id.* at 9.

emotional distress, aiding and abetting, and violations of Michigan’s Elliot-Larsen Civil Rights Act, MCL § 37.2202.⁵⁹

The complaint also provides background context and Tucker’s version of the facts, which are helpful for understanding his allegations. He details his version of facts regarding the investigations, Tracy’s motive, and he and Tracy’s personal relationship.

Alleged improper investigation

Tucker alleged the Defendants manipulated and interfered with the investigations of him to advance their own interests in preserving their own positions and reputations.⁶⁰ He alleged that around the same time the accusations were made against him, investigations were opened by the United States Department of Education’s Office of Civil Rights (OCR) into MSU’s investigative processes, in addition to many other allegations of mistrust, dysfunction, and accusations against MSU officials for the handling of other high-profile investigations.⁶¹

Accordingly, Tucker claimed the University became concerned about Tracy’s claims against Tucker becoming public amid the OCR investigations into the University.⁶² He asserts the Larry Nassar scandal, and “other well-publicized scandals” involving the University, caused the Defendants to be fearful that any accusations against the University would become public and “would subject the University to unwanted scrutiny and jeopardize their positions with the University.”⁶³ He claimed the University chose to investigate Tracy’s “false and unfounded” claim in order to maintain control over the claim for their own purposes, and to create a false basis to

⁵⁹ *Id.* at 9-10.

⁶⁰ *Id.* at 1-2.

⁶¹ *Id.* at 2.

⁶² *Id.*

⁶³ *Id.* at 3-4.

fire Tucker and evade MSU's significant financial obligation to him, which was more than \$80 million.⁶⁴ Much of the complaint discusses the past scrutiny of MSU and its handling of investigations or lack thereof.⁶⁵ He also discusses the resignation of University officials stemming from their mismanagement of investigations and failure to administer University Policies.⁶⁶

To support Tucker's theory of the biased investigation, he alleged the University personally encouraged Tracy to file a complaint with the University's Office of Institutional Equity (OIE), which administers the University's Relationship Violence and Sexual Misconduct (RVSM) program.⁶⁷ Moreover, Tucker claimed the Defendants worked with Tracy to develop a record to support her claim and ignored evidence that supported Tucker.⁶⁸ When Tucker discovered text messages that would support his innocence, he alleged the Defendants failed to follow its rules to pause the investigation so the messages could be considered, and instead ignored his evidence so the Defendants could progress towards their pre-determined outcome.⁶⁹

He further alleged the University knew the OIE could not investigate Tracy's complaint because it lacked a close nexus to the University.⁷⁰ He said Tracy was not affiliated with the University and their personal relationship did not involve the University.⁷¹ Tucker also said he submitted unopposed expert testimony from the person that drafted the RVSM policy who confirmed that the OIE investigation was unauthorized.⁷²

⁶⁴ *Id.* at 2-3.

⁶⁵ *See* Complaint, *supra* note 54.

⁶⁶ *See Id.*

⁶⁷ *Id.* at 4.

⁶⁸ *Id.* at 5.

⁶⁹ *Id.* at 5-6.

⁷⁰ *Id.* at 4.

⁷¹ *Id.*

⁷² *Id.* at 4-5.

Tracy's alleged motive

Tucker also makes allegations of Tracy's motive. Tucker said Tracy's counsel contacted Quinn, MSU's general counsel, saying they were interested in a quick monetary settlement.⁷³ He also claimed text messages that proved Tracy's financial agenda were never revealed during the OIE investigation.⁷⁴

One message included in the complaint that was sent to Tracy's close friend and business assistant on November 26, 2021, allegedly read: "[Tucker] signed his contract. I cant [sic] even wrap my brain around 95 million. Sheesh . . . Can you imagine around 700k going into your bank account every month. Every month . . . We're gonna make it happen . . . I'm gonna ask him to finance the doc part of it He'll do it."⁷⁵

Tucker also accused Tracy of leaking the investigation to the news.⁷⁶ An investigation that according to University Policy was supposed to remain confidential.⁷⁷ Tucker claimed the information being leaked to the public prejudiced him because it was before any hearings were held.⁷⁸ He claimed the leaks deprived him of his right to a fair investigative process because the University had to fire him to avoid being accused of mishandling another high-profile investigation.⁷⁹

Tracy and Tucker's relationship

The complaint also discusses Tucker's side of the story about his and Tracy's relationship. Tucker says MSU contracted with Tracy to conduct a sexual misconduct educational training

⁷³ *Id.* at 4.

⁷⁴ *Id.* at 5.

⁷⁵ *Id.* at 34.

⁷⁶ *Id.* at 44.

⁷⁷ *Id.* at 44-45.

⁷⁸ *Id.* at 45-46.

⁷⁹ *Id.* at 46-47.

session for the football team on August 14, 2021.⁸⁰ He then admits engaging in a personal relationship with Tracy following the training session.⁸¹ Tucker said the relationship was consensual.⁸² He claimed the relationship involved mostly phone communications, including provocative photographs and late-night phone calls about intimate matters, as well as sending Tracy money and gifts.⁸³

Tracy and Tucker's relationship allegedly soured in August 2022 after Tucker claimed to have called Tracy and confronted her about making false statements about his marriage.⁸⁴ After that, he said he discontinued contact with Tracy.⁸⁵ Tucker then alleged Tracy's counsel contacted Quinn in November 2022, advising Quinn that Tracy intended to pursue a sexual harassment claim against Tucker.⁸⁶

Due process claim under 42 U.S.C. § 1983

According to the complaint, "The Fourteenth Amendment to the United States Constitution provides that no state 'shall deprive any person of life, liberty or property, without due process of law.' Fourteenth Amendment due process protections are required in higher education disciplinary decisions at public institutions."⁸⁷ Tucker alleged he had a property interest in his 2021 employment agreement and in having the Defendants comply with its terms.⁸⁸

He alleged he was terminated "on transparently pretextual grounds **without first providing Plaintiff a hearing** to confront the false accusation against him, as required under University rules

⁸⁰ *Id.* at 33.

⁸¹ *Id.*

⁸² *Id.*

⁸³ *Id.* at 33-34.

⁸⁴ *Id.* at 35.

⁸⁵ *Id.*

⁸⁶ *Id.*

⁸⁷ *Id.* at 59.

⁸⁸ *Id.*

and as a matter of law, in gross violation of Plaintiff's right to due process" (emphasis in original).⁸⁹ He claimed Tracy leaked over 1,200 pages of confidential investigation materials to the national news media.⁹⁰ It was only then, Tucker said, that the Defendants chose to suspend him without pay due to the expected public rehash of the past MSU scandals.⁹¹ The suspension was reportedly handed down just hours after the story was reported on the news.⁹²

He was then fired seventeen days after the story was reported, he says without the opportunity to address Tracy's claims at a hearing and despite the Defendants being aware of the facts of the claims for months prior to the story being reported.⁹³ He alleged he was terminated without any regard to the facts or due process, and "[t]he timing of the Defendants' actions speaks for itself. It confirms that the actions taken against Plaintiff were a purely reflexive exercise in damage control, and were not based on any rational decision-making, let alone considerations of fairness and due process to Plaintiff."⁹⁴

At the time of the final hearing, Tucker had already been terminated, and he claimed it was designed by the Defendants to conceal evidence that would have exposed the wrongful basis for termination and the unlawful conduct of the Defendants.⁹⁵ He claimed he was not allowed to present evidence that would have resulted in the dismissal of Tracy's claim if it was fairly considered.⁹⁶

The pressure on the University was allegedly amplified when Michigan Governor Gretchen Whitmer made public statements expressing sympathy for Tracy's "false narrative" and called for

⁸⁹ *Id.* at 3.

⁹⁰ *Id.* at 6.

⁹¹ *Id.*

⁹² *Id.*

⁹³ *Id.* at 6-7.

⁹⁴ *Id.* at 6-7.

⁹⁵ *Id.* at 60.

⁹⁶ *Id.*

answers concerning MSU's handling of Tracy's claims.⁹⁷ Whitmer's statement was one week before MSU sent Tucker a notice intent to terminate him.⁹⁸

Finally, he claimed the Trustee Defendants and Administrative Defendants each violated their obligations under the MSU Bylaws, which also required them to protect his rights and provide him with full and fair process for allegations against him.⁹⁹

Claim for conspiracy under 42 U.S.C. § 1983

In addition to his Fourteenth Amendment due process claims, Tucker also alleged the Defendants worked together "to subject Plaintiff to an improper, sham investigation that was designed from the inception to create a vehicle for MSU and the Individual Defendants to retain jurisdiction over the claim against him so that the Individual Defendants could create a pretextual basis to deprive Plaintiff of his rights."¹⁰⁰ In doing so, he alleged they "shared in the objective to deprive Plaintiff of his clearly established rights."¹⁰¹ Each of the Defendants allegedly "committed overt acts in furtherance of the conspiracy that caused injury to Plaintiff."¹⁰²

Civil rights and equal protection claims

Count III of the complaint alleged violation of Tucker's Fourteenth Amendment equal protection rights brought under 42 U.S.C. § 1981. According to the complaint, "the Fourteenth Amendment to the United States Constitution provides that no state shall 'deny to any person

⁹⁷ *Id.* at 6.

⁹⁸ *Id.* at 7.

⁹⁹ *Id.* at 61.

¹⁰⁰ *Id.* at 61.

¹⁰¹ *Id.* at 62.

¹⁰² *Id.*

within its jurisdiction the equal protection of the laws.’ Fourteenth Amendment equal protection rights apply in higher education disciplinary decisions at public institutions.”¹⁰³

He alleged the University acted against him on the basis of his race, “destroying the career of one of the most prominent and successful Black head coaches in college football.”¹⁰⁴ Tucker, a black man, is alleged to be a member of a protected class.¹⁰⁵ In support of this claim, Tucker noted how he was treated differently from similarly situated white coaches and employees of MSU.¹⁰⁶ Apparently, the actions against him contrasted with the University’s treatment of “his white counterparts who, in the face of far more serious allegations, had no such similar action taken against them. Indeed, those coaches continued to coach at MSU. . . .”¹⁰⁷ Essentially, he alleged the University fired him on purely pretextual grounds, while the University didn’t immediately fire white coaches who were under high-profile investigations.¹⁰⁸

Additionally, Count IX alleged violations of the Elliott-Larsen Civil Rights Act, MCL § 37.2202.¹⁰⁹ This Act as Tucker claimed, “prohibits discriminatory employment practices against protected classes.”¹¹⁰ The allegations and factual support mirrors those made in the equal protection claims found in Count III of the complaint.

¹⁰³ *Id.* at 62-63.

¹⁰⁴ *Id.* at 3.

¹⁰⁵ *Id.* at 63.

¹⁰⁶ *Id.*

¹⁰⁷ *Id.* at 3.

¹⁰⁸ *Id.*

¹⁰⁹ *Id.* at 70.

¹¹⁰ *Id.*

Breach of contract claim

Count IV of the Complaint alleges MSU breached the employment agreement by invoking the early termination provision and terminating him for cause.¹¹¹ Tucker was terminated soon after the story became public and he alleged the termination was unjustified on false and pretextual grounds.¹¹² He also alleged he did not engage in conduct that constitutes moral turpitude or any other bases for dismissal for cause.¹¹³

He then claimed MSU terminated the agreement upon information regarding information about he and Tracy's private relationship that had become public due to her improper release of the information, and such information would never have existed had MSU not improperly forced the matter into the RVSM process.¹¹⁴ He claimed to have performed all his obligations under the agreement.¹¹⁵

Tortious interference with contractual relations claim

In addition to the breach of contract claim, Tucker claimed the individual defendants tortiously interfered with contractual relations because they "planned, promoted and assisted in MSU's breach of Plaintiff's Employment Agreement in order to protect MSU and the MSU athletics program, protect their image and retain their positions with the University, and to assist MSU in evading its financial responsibilities to Plaintiff."¹¹⁶ Moreover, he alleged the Trustee Defendants each were aware of the efforts to terminate his employment agreement "and approved and participated in the effort to terminate Plaintiff's employment."¹¹⁷

¹¹¹ *Id.* at 64.

¹¹² *Id.*

¹¹³ *Id.*

¹¹⁴ *Id.* at 64-65.

¹¹⁵ *Id.* at 65.

¹¹⁶ *Id.*

¹¹⁷ *Id.* at 66.

Defamation claim

The Complaint also included a defamation claim Against President Woodruff and Athletic Director Haller, in which Tucker alleged the public statements issued by Woodruff and Haller were “false and defamatory, thus further destroying Plaintiff’s reputation, his professional standing, and his livelihood.”¹¹⁸ Woodruff and Haller allegedly appeared together at a press conference and said new developments in arose that justified sudden disciplinary actions against Tucker, which Tucker claimed was false because Woodruff and Haller had the facts for months prior.¹¹⁹ He also said his private relationship with Tracy became a “national media circus” when the news published one-sided articles adopting Tracy’s false allegations.¹²⁰

As to the University’s Board of Trustees, Tucker said the Board was fractured, with some attempting to protect their own interests, and some accusing other board members of improperly communicating with Tracy and her counsel during the investigation.¹²¹ He alleged the Board violated its duty to act in accordance with the law and the MSU’s internal policies and regulations, all in the best interests of the University.¹²² He said the Board failed to protect Tucker from the improper and biased investigation despite being aware of the Office of General Counsel’s track record of improper conduct.¹²³ Allegedly, the Office of General Counsel was found by a law firm hired by the University Board to have acted improperly in another high-profile OIE investigation into claims against a former dean that was also a man of color.¹²⁴

¹¹⁸ *Id.* at 3.

¹¹⁹ *Id.* at 6.

¹²⁰ *Id.*

¹²¹ *Id.* at 7-8.

¹²² *Id.* at 8.

¹²³ *Id.*

¹²⁴ *Id.*

Tucker claimed the law firm’s investigation was opposed by President Woodruff who was responsible for the Dean and Tucker’s termination.¹²⁵ Allegedly, the investigation exposed severe dysfunction in the OIE investigative process, which included President Woodruff and General Counsel Quinn interfering in the investigations and taking action against the Dean before the administrative process concluded.¹²⁶ The Board’s knowledge of Woodruff and Haller’s interference with investigations should have alerted the board of trustees to take action to ensure Tucker was treated fairly under the University’s administrative processes, Tucker said.¹²⁷

Aiding and abetting claim

Count VII of the Complaint alleged Quinn and the Trustee Defendants aided and abetted Woodruff and Haller’s defamatory statements because they “authorized the false and misleading statements made by Haller and Woodruff concerning Plaintiff at the September 10, 2023, press conference.”¹²⁸

Intentional infliction of emotional distress claim

Tucker claimed the Defendants’ actions detailed in the Complaint “constitute extreme and outrageous conduct that exceed all possible bounds of human decency, and were atrocious, and intolerable in a civilized community.”¹²⁹ These actions included, among others, subjecting him to a “sham investigation;” the “false and misleading statements” by Woodruff and Haller; creating a

¹²⁵ *Id.*

¹²⁶ *Id.*

¹²⁷ *Id.* at 9.

¹²⁸ *Id.* at 66-67.

¹²⁹ *Id.* at 68.

pretextual basis to terminate him without a pre-termination hearing once Tracy's claims became public; and holding a post-termination hearing designed to exclude important evidence.¹³⁰

In regard to Woodruff and Haller's statements, Tucker alleged the statements were made "knowingly and voluntarily, or at the very least, with reckless disregard for the truth."¹³¹ He claimed:

Defendants acted with intent to cause harm toward Plaintiff or have shown a reckless disregard for the consequences of their actions. Defendants inflicted emotional distress so severe that no reasonable person could be expected to endure it. Plaintiff has suffered in the face of false accusations and statements impugning him without a meaningful opportunity to set the record straight.¹³²

Tucker's relief requested

Tucker claimed the University improperly weaponized its investigative procedures against him, which caused and continue to cause him "to experience severe emotional harm and suffering, and have caused hundreds of millions in damages."¹³³ The alleged injuries include loss of his position as head coach, loss of future employment opportunities, mental and emotional distress, humiliation and embarrassment, and loss of personal and professional reputation.¹³⁴

The complaint refers to Tucker as "a man with an impeccable reputation and who had a long and promising career ahead of him – [who] was the collateral damage caused by the Defendants' misguided effort to protect the University's reputation and, by so doing, preserve their image and positions at the top of the University's administration."¹³⁵ He primarily believes the

¹³⁰ *Id.* at 69.

¹³¹ *Id.*

¹³² *Id.* at 69-70.

¹³³ *Id.* at 1.

¹³⁴ *See* Complaint, *supra* note 54.

¹³⁵ *Id.* at 4.

Defendants conspired against him to avoid paying him the remainder of his contract, which could have been as much as \$80 million.¹³⁶

The relief requested included compensatory, economic, and noneconomic damages; damages for all losses sustained as a result of Defendants’ violations of their contractual obligations; damages for loss of future earnings; exemplary and/or punitive damages; and interest, costs, reasonable attorneys’ fees, and expert witness fees.¹³⁷

The Defendants’ Motion to Dismiss

The Defendants moved to dismiss Tucker’s lawsuit on October 23, 2024.¹³⁸ The Defendants maintain that Tucker’s lawsuit fails to state plausible claims.¹³⁹ The Defendants also maintain that Tucker’s tort claims are barred by federal and state immunities.¹⁴⁰ They describe Tucker’s complaint as a “kitchen-sink complaint” that attempts to turn “a meritless breach-of-contract claim into an \$80 million dollar conspiracy.”¹⁴¹

The motion to dismiss asserts that Tucker’s contract “permitted ‘termination if he materially breache[d] this agreement or engage[d] in any conduct . . . which, in the University’s reasonable judgment, would tend to bring public disrespect, contempt, or ridicule upon the University” (internal quotations omitted).¹⁴² The Defendants justify invoking this provision because Tucker brought in a sex-abuse survivor to provide sexual-misconduct training and then

¹³⁶ *Id.* at 2-3.

¹³⁷ *Id.* at 71.

¹³⁸ Brief in Support of Defendants’ Motion to Dismiss, *Tucker v. Michigan State Univ. et al.*, Case No. 1:24-CV-00795, October 23, 2024

¹³⁹ *Id.* at 1.

¹⁴⁰ *Id.*

¹⁴¹ *Id.*

¹⁴² *Id.*

made unwelcome sexual advances towards her and masturbated on a phone call with her without her consent.¹⁴³

In regard to Tucker’s due process and conspiracy claims, the Defendants claim the thrust of the lawsuit is the alleged breach of contract, and the availability of a breach of contract cause of action defeats the due process and conspiracy claims.¹⁴⁴

They argue the discrimination claims fail because there was no plausible racial discrimination and the allegations were merely conclusory.¹⁴⁵ They say alleging Tucker “is Black” does not establish an inference of discrimination, especially when Tucker admitted to misconduct that made the most obvious explanation for his termination.¹⁴⁶

In response to Tucker’s breach of contract claim, the Defendants argue the contract enabled MSU to exercise its own “reasonable judgment” and a court cannot second guess MSU’s determination, and even if it did, Tucker’s claim is implausible.¹⁴⁷ The Defendants argue Tucker’s misconduct constituted cause to terminate him as it actually did bring public disrespect, contempt, and ridicule upon MSU.¹⁴⁸ They go on to say Tucker materially breached the contract by failing to conduct himself professionally and ethically by flirting, making sexual comments, and masturbating while on the phone with Tracy, who was contracted by MSU to educate student-athletes on inappropriate sexual misconduct.¹⁴⁹

Despite Tucker’s argument that his relationship with Tracy was private and did not involve MSU, the Defendants argue he was required to act professional and ethically “at all times,” not

¹⁴³ *Id.*

¹⁴⁴ *Id.* at 2.

¹⁴⁵ *Id.* at 5-6.

¹⁴⁶ *Id.* at 6.

¹⁴⁷ *Id.* at 7.

¹⁴⁸ *Id.* at 10-11.

¹⁴⁹ *Id.* at 11.

just in affiliation with MSU.¹⁵⁰ Finally, the Defendants claim Tucker did not deny that his actions brought public disrespect on MSU and that he only claims the University brought it on itself.¹⁵¹

To refute Tucker's state law tortious interference; defamation; aiding and abetting; and intentional infliction of emotional distress claims, the Defendants argue that Michigan's *Hart* doctrine bars these tort claims as they arise from the same conduct that gives rise to the breach of contract claim.¹⁵² Even if *Hart* does not apply to bar the common law tort claims, the Defendants assert each claim fails on the merits as well.¹⁵³

Further Developments

Just two days after the Defendants moved to dismiss Tucker's lawsuit, U.S. District Court Judge Paul L. Mahoney gave Tucker the opportunity to cure any alleged inadequacies in his complaint by granting leave to file an amended complaint.¹⁵⁴ As of the time this article was published, Tucker has filed his amended complaint, and the Defendants again filed a motion to dismiss. However, Judge Mahoney has yet to rule on the motion.

There have been other interesting developments in this saga. Tracy sued Tucker for defamation and breach of contract in October of 2024.¹⁵⁵ The lawsuit stalled according to Tracy's attorney, who said Tucker dodged attempts at service.¹⁵⁶ They attempted to contact him at nine different addresses.¹⁵⁷ Tucker was finally able to be served in May 2025, and he responded to the

¹⁵⁰ *Id.* at 12-13.

¹⁵¹ *Id.* at 11.

¹⁵² *Id.* at 13.

¹⁵³ *Id.*

¹⁵⁴ Order Regarding Motion to Dismiss, *Tucker v. Michigan State Univ. et al.*, Case No. 1: 24-CV-00795, October 25, 2024.

¹⁵⁵ *Attorney: Mel Tucker unreachable amid defamation suit*, WILX News 10 (Mar. 27, 2025).

<https://www.wilx.com/2025/03/27/attorney-mel-tucker-unreachable-amid-defamation-suit/?outputType=amp>.

¹⁵⁶ *Id.*

¹⁵⁷ *Id.*

lawsuit by denying all allegations against him.¹⁵⁸ Notably, Tucker indicated in his response that his relationship with Tracy was consensual and there were no future contracts for future speaking engagements.¹⁵⁹ He also claimed Tracy violated confidentiality obligations of Michigan State's RVSM policy by handpicking USA Today's Kenny Jacoby to report on the investigations.¹⁶⁰

Then, on June 3, 2025, Tracy sued the Michigan State Board of Trustees in the U.S. District Court for the Western District of Michigan, primarily accusing the Board of leaking her name to the press during what was supposed to be a confidential university investigation.¹⁶¹ Tracy says she did not give USA Today permission to publish her story until her name had already been leaked and news stories were imminent.¹⁶²

Current MSU President Kevin Guskiewicz has also reported that as of April 3, 2025, MSU football is under NCAA investigation for alleged recruiting violations while under Tucker.¹⁶³ His report did not share any details and the investigation is ongoing.¹⁶⁴

Legal Discussion of "Moral Turpitude" and Bringing an Institution Into Disrepute

What acts of "moral turpitude" are, and what brings an institution into disrepute is not clear. Courts struggle to come up with a clear definition. The definition may change with time and vary

¹⁵⁸ Wells Foster, *Mel Tucker responds to lawsuit after eluding lawyers for weeks*, WILX News 10 (May 1, 2025). <https://www.wilx.com/2025/05/01/mel-tucker-responds-lawsuit-after-eluding-lawyers-weeks/>.

¹⁵⁹ Connor Earegood, *Court dates set in defamation suit levied against ex-Michigan State coach Mel Tucker*, The Detroit News (May 7, 2025). <https://www.detroitnews.com/story/sports/college/michigan-state-university/2025/05/07/court-dates-set-in-defamation-suit-levied-against-michigan-state-spartans-mel-tucker/83493797007/>.

¹⁶⁰ *Id.*

¹⁶¹ Sarah Atwood, *Lawsuit: MSU trustees leaked Brenda Tracy's name during investigation*, Lansing State Journal (June 3, 2025). <https://www.lansingstatejournal.com/story/news/local/campus/2025/06/03/msu-brenda-tracy-mel-tucker-leak-investigation-lawsuit/84008885007/>.

¹⁶² *Id.*

¹⁶³ Seth Wells, *Michigan State University under NCAA investigation for alleged violations under former football coach Mel Tucker*, WILX News 10 (Apr. 3, 2025). <https://www.wilx.com/2025/04/03/report-michigan-state-university-under-ncaa-investigation-alleged-recruiting-violations-under-former-football-coach-mel-tucker/>.

¹⁶⁴ *Id.*

community to community.¹⁶⁵ One court defined “moral turpitude” as “anything done contrary to justice, honesty, modesty, or good morals.”¹⁶⁶ Courts give it a broad reach, finding that acts of moral turpitude do not have to be punishable by law, perhaps just immoral.¹⁶⁷

Despite the range of conduct that can be considered acts of moral turpitude, employers are not empowered to terminate an employee whose personal or private conduct incurred the employer’s displeasure.¹⁶⁸ Courts generally consider acts of moral turpitude as ones where the conduct of the employee disqualifies them when applied to their performance in their particular type of job.¹⁶⁹

In the coaching realm, we have seen some breach of contract cases involving moral turpitude-like clauses. In *O’Brien v. Ohio State Univ.*, former Ohio State Basketball Coach, James O’Brien (O’Brien) was terminated after a story leaked of an investigation into him providing impermissible benefits to a recruit from Serbia whose father recently passed away.¹⁷⁰ O’Brien’s contract permitted termination for cause for “any criminal conduct by Coach that constitutes moral turpitude or any other improper conduct that, in Ohio State’s reasonable judgment, reflects adversely on Ohio State or its athletic programs.”¹⁷¹

Ohio State argued the investigation going public adversely impacted its reputation.¹⁷² The Court of Appeals determined the essence of collegiate sports is to engage in respectful competition, and by O’Brien failing to, the University’s reputation was damaged because of the fundamental

¹⁶⁵ *State ex rel. Oklahoma Bar Ass’n v. Denton*, 598 P.2d 663, 665 (Okla. 1979).

¹⁶⁶ *Bancroft v. Bd. of Gov. of the Registered Dentists of Oklahoma*, 210 P.2d 666, 668 (Okla. 1949).

¹⁶⁷ *State ex rel. Oklahoma Bar Ass’n v. Jones*, 566 P.2d 130, 132 (Okla. 1977).

¹⁶⁸ *Board of Regents v. Martine*, 607 S.W.2d 638, 642 (Tex. App. 1980).

¹⁶⁹ *Id.*

¹⁷⁰ *O’Brien v. Ohio State Univ.*, 2007 -Ohio- 4833, ¶ 20, 2007 WL 2729077 (Ct. App.).

¹⁷¹ *Id.*, ¶ 99.

¹⁷² *Id.*, ¶ 61.

violations its coach committed.¹⁷³ The Court of Appeals ruled in Ohio State's favor, denying O'Brien's breach of contract claim.¹⁷⁴

Former University of Pittsburgh Football Coach Michael Haywood (Haywood) was terminated for cause after being arrested for a domestic incident where he forced his way into a residence to confront the mother of his child.¹⁷⁵ After finding out about the arrest in the media, Pittsburgh invoked the for cause termination clause in Haywood's contract which permitted termination for:

conduct [that] was seriously prejudicial to the best interest of the University or its intercollegiate athletics program; that violates the University's or the Department's then-current mission; that brings the University into disrepute; or that reflects dishonesty, disloyalty, willful misconduct, gross negligence, moral turpitude or refusal or unwillingness to perform his duties.¹⁷⁶

In response to Haywood's breach of contract claim. The Court found that Pittsburgh had just cause to terminate Haywood.¹⁷⁷

Former University of Arkansas Football Coach, Bobby Petrino (Petrino), was fired for cause in 2012.¹⁷⁸ Petrino was married, but maintaining a relationship with a 25-year-old assistant who was a former Arkansas volleyball player hired by Petrino.¹⁷⁹ Petrino got in a serious motorcycle accident with the assistant as passenger, but lied about her being on the motorcycle.¹⁸⁰ He lied to the University and at press conferences in the following days.¹⁸¹

¹⁷³ *Id.*, ¶ 128.

¹⁷⁴ *Id.*, ¶ 142.

¹⁷⁵ *Haywood v. Univ. of Pittsburgh*, 976 F.Supp.2d 606, 615-24 (W.D. Penn. 2013).

¹⁷⁶ *Id.* at 627.

¹⁷⁷ *Id.* at 635.

¹⁷⁸ *Arkansas fires Bobby Petrino*, ESPN (Apr. 10, 2012). https://www.espn.com/college-football/story/_/id/7798429/arkansas-razorbacks-fire-bobby-petrino-coach.

¹⁷⁹ *Id.*

¹⁸⁰ *Id.*

¹⁸¹ *Id.*

Petrino was fired for unfairly hiring his mistress and intentionally misleading the University and the public about their relationship and her presence at the motorcycle accident.¹⁸² Athletic Director Jeff Long (Long) said Petrino made a conscious decision to mislead the public which negatively and adversely affected the reputation of the University of Arkansas and their football program.¹⁸³ The article notes that a clause gave Long the right to suspend or fire Petrino for conduct that “negatively or adversely affects the reputation of the (university’s) athletics programs in any way.”¹⁸⁴

Former Washington State Football Coach Nick Rolovich (Rolovich) was terminated for cause because of his refusal to comply with the State’s COVID-19 vaccination requirements.¹⁸⁵ The University partly justified Rolovich’s termination by arguing his actions damaged the University’s reputation.¹⁸⁶ A U.S. District Court ruled in the University’s favor.¹⁸⁷

Former University of Mississippi Football Coach Hugh Freeze (Freeze) resigned in 2017 due to personal misconduct contrary to the expected standards of a football coach.¹⁸⁸ Freeze made at least one call from his University-issued cell phone to an escort service.¹⁸⁹ The University said it would have exercised the moral turpitude clause to terminate Freeze for cause.¹⁹⁰ Freeze was previously under the spotlight two years prior for significant NCAA recruiting violations.¹⁹¹

¹⁸² *Id.*

¹⁸³ *Id.*

¹⁸⁴ *Id.*

¹⁸⁵ *Nick Rolovich loses suit against Washington State over firing*, ESPN (Jan. 7, 2025).

https://www.espn.com/college-football/story/_/id/43323303/nick-rolovich-loses-suit-washington-state-firing.

¹⁸⁶ *Id.*

¹⁸⁷ *Id.*

¹⁸⁸ *After moral turpitude costs him Ole Miss job, Hugh Freeze hired as Liberty University’s head football coach*, WTKR (Dec. 7, 2018). <https://www.wtkr.com/2018/12/07/after-moral-turpitude-costs-him-ole-miss-job-hugh-freeze-hired-as-liberty-universitys-head-football-coach>.

¹⁸⁹ John Taylor, *Ole Mis AD: Hugh Freeze would’ve been fired for cause if he hadn’t resigned* (Jul. 20, 2017). <https://www.nbcsports.com/college-football/news/ole-mis-ad-hugh-freeze-wouldve-been-fired-for-cause-if-he-hadnt-resigned>.

¹⁹⁰ *Id.*

¹⁹¹ *After moral turpitude*, *supra* note 188.

Conclusion

On September 3, 2015, I posted on Greenberg's Coaching Corner an article entitled "Morals Clauses in College Coaching Contracts." The article concentrates on moral turpitude clauses in college coaching contracts and their interpretation and application with respect to the job.

One of my very first college coaching clients, who was in a hiring-leveraged position at the time of his proposed contract execution, noticed that his contract included a for cause termination clause for moral turpitude. As an intelligent coach, he requested from me a definition of moral turpitude. What exactly does it mean? When the negotiator for the university and I were unable to agree on a definition of what moral turpitude is and what it meant in a university setting, the coach asked me if the following acts would constitute a violation of the moral turpitude provision:

1. What happens if a coach goes to the bar after a game, drinks too much, and urinates on the street?
2. What happens if the coach gets drunk and has sex with an underaged child?
3. What happens if the coach is caught beating his wife?
4. What happens if the coach's vulgarity is quoted by the press?
5. A host of other acts, which are too numerous to mention...

The university's negotiator and I spent almost two years trying to define what acts constitute a violation of the moral turpitude clause and therefore trigger the for cause termination clause of the contract. The issue as to what the words "detrimental to the best interests of the

university" also became a topic of discussion. Since we were unable to agree what the words "moral turpitude" meant and were also unable to agree as to what acts constitute moral turpitude, I issued a directive to the university's negotiator stating that since there has been no contract executed, only a letter of intent issued, that we would be moving my client to a better coaching opportunity with more pay, unless the moral turpitude clause was removed from the drafted contract.

Several days later I received a revised contract without the term "moral turpitude" in it. The client was extremely happy as he was not going to sign anything that he or his lawyer didn't have a firm understanding of the meaning of. I strongly suggest in your contract negotiations for college coaches that you make certain that the words "moral turpitude" are absent from the contract or are strictly defined.

The Mel Tucker case highlights the complexities surrounding moral turpitude clauses in collegiate coaching contracts. These provisions give universities significant discretion in determining what constitutes conduct that brings an institution into disrepute. As Tucker's lawsuit proceeds through the Courts, it may establish important precedent regarding the interpretation of moral turpitude clauses and the intersection of personal conduct and professional obligations. Regardless of the outcome, this case demonstrates the high stakes involved when universities invoke moral turpitude clauses, particularly when contracts have many millions of guaranteed dollars owed.

Gabe Ellis (J.D. Candidate, 2025) is a third-year student at Marquette University Law School and a Sports Law Certificate Candidate through the National Sports Law Institute. Gabe is a 2022 graduate of Grand Valley State University where he earned his B.S. in Sport Management with a minor in Legal Studies and was a member of the football team.

Thank you to Danelle Anderson Welzig for assistance in researching and editing this article. Danelle holds a Bachelor of Science in Psychology from the College of Charleston, as well as an Associate Degree in Criminal Justice and Certificates in Paralegal Studies, Law Enforcement, and Corrections. Danelle has been a paralegal for 20 years in the areas of complex construction litigation, real estate and sports law. She has been a paralegal with The Law Office of Martin J. Greenberg, LLC since 2013. Over the past nine years, Danelle has been intricately involved in over 20 of Attorney Greenberg's high school and college athletic abuse cases.