

CASE SUMMARY

Sportsmanship violations occurred in Central Michigan football program *University demonstrated exemplary cooperation in investigation; staff members failed to cooperate*

Central Michigan and four former football staff members have reached an agreement with the NCAA enforcement staff on sportsmanship violations that occurred within the football program. The violations occurred when an assistant football coach arranged for former Michigan football staffer Connor Stalions to be on the Central Michigan sideline during a contest against Michigan State. The parties agreed upon the violations and penalties, and a Committee on Infractions panel approved the agreement.

Unbeknownst to Central Michigan, Jake Kostner, a former assistant football coach, had a preexisting relationship with Stalions. Kostner formulated a plan for Stalions to be present on Central Michigan's sideline during its Sept. 1, 2023, game against Michigan State to identify and decipher play-calling signals.

Outside of typical procedures for item distribution, Kostner asked Nate Mason, former coordinator of athletic equipment operations, for coaching-issued gear. Kostner did not provide a reason for the request, and then coordinated with Mike McGee, former director of recruiting, to provide the official gear and bench pass access to Stalions, whom Kostner had provided an alias so as not to be detected, ahead of kickoff. McGee was unaware of whom exactly the gear was for, but knew it was for a friend of Kostner's who was skilled in deciphering signals. During the game, Stalions stood in close proximity to McGee and other football staff. Given his staff's direct involvement in the arrangement, Jim McElwain, former football head coach, is responsible for their violations under head coach responsibility legislation.

Kostner, Mason and McGee all failed to cooperate with the enforcement staff by providing false or misleading information during interviews. Kostner and McGee did, however, eventually cooperate with the investigation and provide critical information to the enforcement staff. Central Michigan demonstrated exemplary cooperation throughout the investigation and proactively assisted the enforcement staff with a timely and thorough collection of factual information and key records.

The agreed upon penalties in this case include:

- Two years of probation.
- \$30,000 fine, plus 1% of the budget for the football program.
- **Jim McElwain:**
 - A two-year show-cause order, restricting him from all football coaching duties during the first year of the show-cause period.
 - A suspension from 30% of football regular-season contests during the first season of the show-cause period.

- A suspension from 20% of football regular-season contests during the second season of the show-cause period.
- **Nate Mason:**
 - A two-year show-cause order, including restriction from all athletically related activities during the first year.
 - A suspension from 30% of football regular-season contests during the second season of the show-cause period.
- **Mike McGee:**
 - A two-year show-cause order, including restriction from all athletically related activities during the first year.
 - A suspension from 30% of football regular-season contests during the second season of the show-cause period.
- **Jake Kostner:**
 - A four-year show-cause order, including restriction from all athletically related activities during the first year.
 - A suspension from 50% of football regular-season contests during the second season of the show-cause period.

Members of the Committee on Infractions are drawn from the NCAA membership and members of the public. The members of the panel who reviewed this case are:

- Rich Ensor, former commissioner of the Metro Atlantic Athletic Conference and chief hearing officer for the panel.
- Kay Norton, president emerita at Northern Colorado.
- Amy Parsons, president of Colorado State

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I. CASE SYNOPSIS

Central Michigan University (Central Michigan); Jake Kostner (Kostner), former assistant football coach; Nate Mason (Mason), former coordinator of athletic equipment operations; Jim McElwain (McElwain), former head football coach; Mike McGee (McGee), former director of recruiting; and the NCAA enforcement staff agree with the violations and penalties detailed below.

On or about October 17, 2023, the enforcement staff received information that Connor Stalions (Stalions), then football staff member at the University of Michigan (Michigan), was present on Central Michigan's sideline wearing Central Michigan-issued coaching gear during its Friday, September 1, 2023, game at Michigan State University (Michigan State).² The enforcement staff contacted Central Michigan October 31, 2023, to begin a collaborative investigation. Throughout the investigation, the institution modeled behaviors to merit exemplary cooperation as outlined in NCAA Bylaw 19.2.1.1, including demonstrating full compliance with the responsibility to cooperate, proactively assisting the enforcement staff in a timely and thorough collection of factual information and securing key records that may not have been obtained without the institution's efforts.

Honesty and sportsmanship and head coach responsibility violations.

Kostner and Stalions, unbeknownst to the institution's administration, had a pre-existing relationship and formulated a plan for Stalions to stand on Central Michigan's sideline during the game on September 1, 2023, so that Stalions could assist Central Michigan by identifying Michigan State's play calling signals in-game.³

Prior to the game, Kostner secured Central Michigan-issued coaching gear from Mason and a bench pass for Stalions. Kostner provided these items to McGee, who delivered them to Stalions at Kostner's direction shortly before kickoff. Mason did not know Kostner's intended purpose for the gear at the time. McGee knew very little about the plan, other than this individual was a friend of Kostner's, was proficient in deciphering signals and would somehow help in-game.⁴

¹ In reviewing this agreement, the hearing panel made editorial revisions pursuant to NCAA Division I Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-7-1-2. These modifications did not affect the substance of the agreement.

² As detailed in *University of Michigan* (2025), the COI previously found, and Stalions admitted, that he was present and in disguise on the Central Michigan sideline for its September 1, 2023, game against Michigan State.

³ Stalions's presence at the game also constituted an off-campus, in-person scouting violation of Bylaw 11.6.1 that is attributable to Michigan and processed as part of Case No. 020311.

⁴ Kostner and Stalions referred to Stalions by the fake name "Matt McClellan" in communicating with McGee.

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During the game, Stalions stood on Central Michigan's sideline in disguise inside the coaches' box. Stalions stood primarily near McGee and, at times, in close proximity to other members of the Central Michigan football staff. Stalions left the stadium in the third quarter.

As head football coach, McElwain is responsible for the underlying violation in Agreed-Upon Finding of Fact No. 1.⁵ McElwain was present on the sideline for the duration of the September 1, 2023, game and multiple football staff members participated in the violation detailed in Agreed-Upon Finding of Fact No. 1, including Kostner, McElwain's direct report.

Kostner's failure to cooperate.

While employed at the institution and during the investigation, Kostner failed to cooperate with the enforcement staff as outlined in Agreed-Upon Finding of Fact No. 3. Specifically, Kostner provided false or misleading information during two interviews when he denied knowledge of the purpose for Stalions attending the September 1, 2023, game and any involvement in securing the Central Michigan gear and bench pass that allowed Stalions to access the sideline. Additionally, Kostner failed to provide timely access to a relevant electronic device and its communications when he withheld a cell phone containing text messages discussing the plan to have Stalions attend the Michigan State game. Subsequently, starting in August 2024, Kostner began cooperating with the investigation and disclosed relevant information, including some information not previously known to the enforcement staff. Specifically, Kostner (a) admitted he provided false or misleading information during his initial interviews, (b) reinterviewed to address previous false or misleading statements and (c) produced communications from the previously withheld cell phone.

Mason's failure to cooperate.

Prior to the September 1, 2023, game at Michigan State, Kostner asked Mason for additional gear worn by the Central Michigan football staff during the September 1, 2023, game. Although Kostner did not tell Mason why he needed additional gear, Mason acknowledges the factual record substantiates he fulfilled Kostner's request. Kostner provided the coaching gear to McGee, who then gave it to Stalions before kickoff.

In late-October 2023, following publication of media articles related to the violations detailed in Agreed-Upon Finding of Fact No. 1, Mason told a colleague that, at Kostner's request, he provided Kostner with Central Michigan-issued coaching gear before the Michigan State game outside the typical procedures for distributing such items. Mason's colleague reported this information promptly to the institution.

⁵ McElwain was the head football coach at Central Michigan for the 2019 through 2024 seasons. Following the 2024 football season, McElwain continued his employment with the institution as special assistant to the director of athletics.

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During the investigation of this matter, Mason denied on multiple occasions over the course of four interviews with the enforcement staff and institution that he was asked by and provided Kostner with additional coaching gear prior to the game. Additionally, Mason denied telling a colleague he provided Kostner additional coaching gear. Mason subsequently acknowledged the factual record substantiates these violations occurred and his involvement in them.

McGee's failure to cooperate.

During his first interview with the institution and enforcement staff on January 17, 2024, McGee denied communicating with Stalions or having any knowledge of or involvement in how Stalions accessed the Central Michigan sideline for the September 1, 2023, game. Subsequently, McGee produced his cellular phone records, which included a relevant communication with Stalions shortly before the game. On November 1, 2024, McGee reinterviewed with the enforcement staff and acknowledged that he delivered a bag containing the bench pass and coaching gear to Stalions at Kostner's direction and admitted he provided false or misleading information during his first interview.

The lack of candor by several members of the football staff during initial interviews and records requests significantly impacted the timeliness of the investigation and delayed resolution of this case.

II. PARTIES' AGREEMENTS

A. Agreed-upon findings of fact, violations of NCAA legislation and violation levels.

1. [NCAA Division I Manual Bylaws 10.01.1 and 10.1 (2023-24)] (Level I)

The institution, Kostner and enforcement staff agree that between at least August 20 through September 1, 2023, Kostner, and members of the Central Michigan football program violated the principles of honesty and sportsmanship when they arranged for and permitted Stalions, then football defensive analyst at another NCAA institution, to stand on Central Michigan's sideline during a September 1, 2023, football game so Stalions could assist Central Michigan by identifying the opponent's play calling signals. Specifically, Kostner and other members of the Central Michigan football staff facilitated the provision of Central Michigan-issued coaching gear and a bench pass to Stalions. These items allowed Stalions to access Central Michigan's sideline where he could assist the Central Michigan football staff with identifying the opponent's play calling signals and engage in off-campus, in-person scouting of his institution's future opponent's signals in violation of NCAA legislation.

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This agreed-upon finding of fact serves as the basis for Agreed-Upon Finding of Fact No. 2.

2. [NCAA Division I Manual Bylaw 11.1.1.1 (2023-24)] (Level I)

The institution, McElwain and enforcement staff agree that between at least August 20 and September 1, 2023, McElwain is responsible for the violation detailed in Agreed-Upon Finding of Fact No. 1.

3. [NCAA Division I Manual Bylaws 19.2.1-(d) (2023-24) and 19.2.1, 19.2.1-(c), 19.2.1-(e), 19.2.1-(f), 19.2.2, 19.2.2-(a) and 19.2.2-(c) (2023-24 and 2024-25)] (Level I)

The institution, Kostner and enforcement staff agree that between January 22 through August 12, 2024, Kostner failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff and failed to provide timely access to all electronic devices relevant to the investigation. Specifically:

- a. During his January 22 and July 1, 2024, interviews with the institution and enforcement staff, Kostner denied any knowledge of or involvement in arranging for Stalions to stand on the Central Michigan sideline during a September 1, 2023, football game as detailed in Agreed-Upon Finding of Fact No. 1. Additionally, Kostner denied any knowledge of or involvement in providing Stalions with Central Michigan-issued coaching gear and a bench pass nor did Kostner disclose Stalions's purpose for being at the game in either interview. However, on August 5, 2024, Kostner requested to reinterview with the institution and enforcement staff, and on August 12, 2024, he (1) disclosed that he provided false or misleading information during his previous two interviews and (2) provided relevant information and documentation related to his and other members of the Central Michigan football staff's involvement in Agreed-Upon Finding of Fact No. 1. [NCAA Bylaws 19.2.1, 19.2.1-(c), 19.2.1-(d), 19.2.2, 19.2.2-(a) and 19.2.2-(c) (2023-24)]
- b. From March 5 to August 12, 2024, Kostner failed to provide timely access to all electronic devices relevant to the investigation when he withheld access to a cellular phone with communications regarding Agreed-Upon Finding of Fact No. 1. In response to the enforcement staff's March 5, 2024, request to image Kostner's cellular phone, Kostner initially provided a new cellular phone that did not contain communications prior to November 9, 2023. However, on August 12, 2024, Kostner disclosed that he preserved his previous cellular phone and relevant communications from that device and subsequently produced that information to the institution and enforcement staff. [NCAA Bylaws 19.2.1, 19.2.1-(c), 19.2.1-(e), 19.2.1-(f), 19.2.2 and 19.2.2-(a) (2023-24 and 2024-25)]

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4. [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(c), 19.2.1-(d), 19.2.2, 19.2.2-(a) and 19.2.2-(c) (2023-24 and 2024-25)] (Level I)

The institution, Mason and enforcement staff agree that between November 13, 2023, through October 21, 2024, Mason failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff. Specifically, during four interviews with the institution and enforcement staff, Mason denied that he was asked by and provided Kostner with Central Michigan coaching gear prior to the September 1, 2023, football game as detailed in Agreed-Upon Finding of Fact No. 1. Additionally, Mason denied telling at least one institutional staff member after media articles were published related to the violation in Agreed-Upon Finding of Fact No. 1 that at Kostner's request, he provided Kostner with Central Michigan-issued coaching gear outside of typical procedures for distributing such items. However, the factual record substantiates that Mason's denials were false and/or misleading.

5. [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(c), 19.2.1-(d), 19.2.2, 19.2.2-(a) and 19.2.2-(c) (2023-24)] (Level I)

The institution, McGee and enforcement staff agree that on January 17, 2024, McGee failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff. Specifically, during his January 17 interview with the institution and enforcement staff, McGee denied communicating with Stalions and denied any knowledge of or involvement in how Stalions obtained the Central Michigan-issued coaching gear Stalions used to disguise himself on the institution's sideline during the September 1, 2023, football game as outlined in Agreed-Upon Finding of Fact No. 1. However, on November 1, 2024, McGee requested to reinterview with the enforcement staff and disclosed that he provided false or misleading information during his previous interview and provided relevant information related to Agreed-Upon Finding of Fact No. 1.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable.

The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level I – Mitigated for the institution, Mason, McElwain and McGee and Level I – Standard for Kostner.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level I and/or Level II violations for which the institution is responsible [Bylaw 19.12.3.1-(a)].
 - b. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.12.3.1-(d)].
 - c. Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct [Bylaw 19.12.3.1-(e)].
2. Mitigating factors (Bylaw 19.12.4.1).
 - a. Prompt acknowledgement and acceptance of responsibility for the violations [Bylaw 19.12.4.1-(b)].
 - b. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.1-(d)].
 - c. An established history of self-reporting Level III violations. [Bylaw 19.12.4.1-(e)].⁶
 - d. The absence of prior conclusions of Level I, Level II or major violations within the past 10 years [Bylaw 19.12.4.1-(g)].

Involved Individual (McElwain):

1. Aggravating factor(s) (Bylaw 19.12.3.2).

None.
2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.2-(d)].

⁶ The institution reported 54 Level III or secondary violations from 2019 to 2024, approximately nine violations each year.

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- b. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

Involved Individual (Kostner):

1. Aggravating factors (Bylaw 19.12.3.2).

- a. Multiple Level I and/or Level II violations [Bylaw 19.12.3.2-(a)].
- b. Failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1 to advance the resolution of the matter, including steps that hinder or thwart the institution's and/or enforcement staff's investigation [Bylaw 19.12.3.2-(b)].
- c. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.12.3.2-(c)].
- d. Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct [Bylaw 19.12.3.2-(d)].
- e. Intentional, willful or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].

2. Mitigating factors (Bylaw 19.12.4.2).

- a. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.2-(d)].
- b. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

Involved Individual (Mason):

1. Aggravating factor (Bylaw 19.12.3.2).

Failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1 to advance the resolution of the matter, including steps that hinder or thwart the institution's and/or enforcement staff's investigation [Bylaw 19.12.3.2-(b)].

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2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.2-(d)].
 - b. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

Involved Individual (McGee):

1. Aggravating factor (Bylaw 19.12.3.2).

Failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1 to advance the resolution of the matter, including steps that hinder or thwart the institution's and/or enforcement staff's investigation [Bylaw 19.12.3.2-(b)].
2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.2-(d)].
 - b. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

Exemplary cooperation.

Central Michigan exceeded its responsibility to cooperate pursuant to Bylaw 19.2.1.1 throughout the investigation. The institution's efforts satisfied multiple exemplary cooperation criteria, including (a) volunteering all pertinent institutional information; (b) expending substantial resources to expedite a thorough collection of factual information, including locating and facilitating the production of pertinent records that were in the possession of organizations not

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required to cooperate with the investigation; and (c) taking sufficient action to address the violations through self-imposing or proposing meaningful corrective measures. Specifically, the institution quickly and proactively collected and analyzed a voluminous amount of film, photographs and ticketing and credential information before the enforcement staff issued a records request to assist the enforcement staff in gathering complete information related to the violations detailed in this case. The institution also identified then immediately notified the enforcement staff of specific footage in their production that related to various interview statements that ultimately supported multiple agreed-upon findings of facts. In addition, Central Michigan proactively provided the enforcement staff with a complete list of all potential interviewees and draft interview questions as well as immediately notified the enforcement staff of an individual on the facilities and event operations staff who possessed relevant information that the enforcement staff would not have otherwise requested to interview. Throughout the investigative process, the institution responded to each of the enforcement staff's requests expeditiously to help move the matter to a timely resolution and expended substantial resources to ensure its football staff did the same.

Kostner's case classification.

The enforcement staff identified five aggravating factors and two mitigating factors that are applicable for Kostner. However, based on the totality of the record, the enforcement staff and Kostner agree that Kostner's portion of the case is most appropriately classified as Level I – Standard for purposes of this negotiated resolution.

First, Kostner acknowledged his failures to cooperate constitute Level I violation and the aggravator in Bylaw 19.12.3.2-(b) for “failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1” applies; however, Kostner's actions beginning in August 2024, justify affording this aggravating factor minimal weight. Specifically, in early August 2024, of his own volition, Kostner contacted the enforcement staff and requested to reinterview so that he could provide complete and accurate details related to Agreed-Upon Finding of Fact No. 1. Ahead of and following his August 12, 2024, interview, Kostner provided the enforcement staff with relevant communications that directly implicated him in the violation. During the interview, Kostner expressed remorse for the failure to cooperate violations in Agreed-Upon Finding of Fact No. 3, and he provided relevant information that was previously unknown to the enforcement staff.

Additionally, Kostner and the enforcement staff agree that the “persons of authority” aggravating factor detailed in Bylaw 19.12.3.2-(d) should be given minimal weight. Kostner is a person of authority as defined by NCAA Division I Committee on Infractions' precedent; however, at the time of the violation detailed in Agreed-Upon Finding of Fact No. 1, Kostner was a 27-year-old, first-time, newly hired Division I assistant football coach. Further, the record demonstrates Kostner did not leverage his authority as an assistant coach when he involved two other unknowing football staff members in the violation. For example, Kostner's request to Mason for institutionally issued gear is not an uncommon exchange between members of the football program and the equipment staff given that Kostner did not disclose the details of the plan to Mason.

V. PARTIES' AGREED-UPON PENALTIES⁷

All penalties agreed upon in this case are independent and supplemental to any action that has been or may be taken by the NCAA Division I Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties.

Pursuant to Bylaw 19.10.3-(e), the parties agree to the following penalties:

Core Penalties for Level I – Mitigated Violations (Bylaw 19.12.7)

1. Probation: Two years of probation from **October 30, 2025, through October 29, 2027**.
2. Financial penalty: The institution shall pay a fine of \$30,000 plus 1% of the budget for the football program.⁸
3. Show-cause order: As head coach, McElwain is responsible for the honesty and sportsmanship violation. Therefore, McElwain shall be subject to a two-year show-cause order from **October 30, 2025, through October 29, 2027**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions Internal Operating Procedure (IOP) 5-15-5, during the first year of the show-cause period, any employing member institution shall (a) restrict McElwain from all football coaching duties, including but not limited to on-field coaching or instruction, team travel, practice, video study, recruiting and team meetings; (b) restrict McElwain from all athletically related duties during the period of suspension as detailed in Penalty No. 4; and (c) require that McElwain attends the 2026 NCAA Regional Rules Seminar at his own expense.⁹ During the second year of the show-cause period, any employing member institution shall restrict McElwain from all athletically related duties during the period of suspension as detailed in Penalty No. 4. Any member institution that employs McElwain in an athletically related position during the two-year show-cause period shall abide by the terms of the show-cause order unless it contacts the office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.

⁷ All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

⁸ The fine from the program budget must be calculated in accordance with Committee on Infractions Internal Operating Procedures 5-15-6 and 5-15-6-1.

⁹ The 2026 Regional Rules Seminar is scheduled for May 13 through 15, 2026, in Atlanta.

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4. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs McElwain shall suspend McElwain from 30% of the football regular season contests during the first season within the show-cause period. This suspension corresponds with four regular season contests.¹⁰ Any member institution that employs McElwain in an athletically related position shall suspend McElwain from 20% of the football regular season contests during the second season within the show-cause period. This suspension corresponds with two regular season contests. The provisions of this suspension apply to all athletically related duties and require that McElwain not be present with or have contact or communication with any athletics staff members, representatives of athletics interests, football coaching staff members or student-athletes during the suspension period. The suspension begins on the date of the first scheduled contest of the championship segment. The prohibition includes all athletically related activities for the suspension period that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During the suspension period, McElwain may not engage in any athletically related duties. Any employing institution may not utilize Bylaw 11.02.2.1 to replace McElwain on a temporary basis during the period of suspension. The results of those contests from which McElwain is suspended shall not count toward his career record if he is in the role of a head coach at the time of suspension.
5. Show-cause order: Mason failed to cooperate with the investigation. Therefore, Mason shall be subject to a two-year show-cause order from **October 30, 2025, through October 29, 2027**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions IOP 5-15-5, during the first year of the show-cause period, any employing member institution shall restrict Mason from all athletically related activity. During the second year of the show-cause period, any employing member institution shall (a) restrict Mason from all athletically related duties during the period of suspension detailed in Penalty No. 6 and (b) provide NCAA rules education to Mason regarding legislation applicable to his position and his obligations under Bylaw 19.2.1. Any member institution that employs Mason in an athletically related position during the two-year show-cause period shall abide by the terms of the show-cause order unless it contacts the office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.
6. Suspension: Bylaws 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs Mason in an athletically related position shall suspend Mason from 30% of the football regular season contests during the second year of the show-cause period. This suspension

¹⁰ The institution will self-impose McElwain's suspension beginning with its August 29, 2025, football contest.

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corresponds with four regular season contests. The provisions of this suspension apply to all athletically related duties and require that Mason not be present with or have contact or communication with the football coaching staff members, student-athletes or prospective student-athletes during the suspension period. The suspension begins on the date of the first scheduled contest of the championship segment. The prohibition includes all athletically related activities for the suspension period that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During the suspension period, Mason may not participate in any athletically related duties, including, but not limited to, team travel, practice, video study and team meetings. Any employing institution may not utilize Bylaw 11.02.2.1 to replace Mason on a temporary basis during the period of suspension. The results of those contests from which Mason is suspended shall not count toward his career record if he is in the role of a head coach at the time of suspension.

7. Show-cause order: McGee failed to cooperate with the investigation. Therefore, McGee shall be subject to a two-year show-cause order from **October 30, 2025, through October 29, 2027**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions IOP 5-15-5, during the first year of the show-cause period, any employing member institution shall restrict McGee from all athletically related activity. During the second year of the show-cause period, any employing member institution shall restrict McGee from all athletically related duties during the period of suspension detailed in Penalty No. 8. Any member institution that employs McGee in an athletically related position during the two-year show-cause period shall abide by the terms of the show-cause order unless it contacts the office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.
8. Suspension: Bylaws 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs McGee in an athletically related position shall suspend McGee from 30% of the football regular season contests during the second year of the show-cause period. This suspension corresponds with four regular season contests. The provisions of this suspension apply to all athletically related duties and require that McGee not be present with or have contact or communication with the football coaching staff members, student-athletes or prospective student-athletes during the suspension period. The suspension begins on the date of the first scheduled contest of the championship segment. The prohibition includes all athletically related activities for the suspension period that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During the suspension period, McGee may not participate in any coaching or recruiting activities, including, but not limited to, team travel, practice, video study and team meetings. Any employing

institution may not utilize Bylaw 11.02.2.1 to replace McGee on a temporary basis during the period of suspension. The results of those contests from which McGee is suspended shall not count toward his career record if he is in the role of a head coach at the time of suspension.

Core Penalties for Level I – Standard Violations (Bylaw 19.12.7)

9. Show-cause order: Kostner violated the NCAA's principles of honesty and sportsmanship and failed to cooperate with the investigation. Therefore, Kostner shall be subject to a four-year show-cause order from **October 30, 2025, through October 29, 2029**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions IOP 5-15-5, during the first year of the show-cause period, any employing member institution shall restrict Kostner from all athletically related activity. During the second year of the show-cause period, any employing member institution shall restrict Kostner from (a) all recruiting duties and (b) all athletically related activity during the period of suspension detailed in Penalty No. 10. During the third year of the show-cause period, any employing member institution shall restrict Kostner from all recruiting duties for three consecutive weeks during a permissible recruiting period. During the fourth year of the show-cause period, any employing member institution shall require that Kostner attend the NCAA Regional Rules Seminar at his own expense. Any member institution that employs Kostner in an athletically related position during the four-year show-cause period shall abide by the terms of the show-cause order unless it contacts the office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.

10. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs Kostner in an athletically related position shall suspend Kostner from 50% of the football regular season contests during the second year of his four-year show cause period. The suspension corresponds with six regular season contests.¹¹ The provisions of this suspension apply to all athletically related duties and require that Kostner not be present with or have contact or communication with any athletics staff members, representatives of athletics interests, football coaching staff members or student-athletes during the suspension period. The suspension begins on the date of the first scheduled contest of the regular season within the second year of the show-cause period. The prohibition includes all athletically related activities for the suspension period that begins at 12:01 a.m. on the day of the first contest within the second year of the show-cause period and ends at 11:59 p.m. on the day of the sixth contest within the second year of the show-cause period or the final date of the 2026-27 football regular season, whichever comes first. During the suspension period, Kostner may not participate in any coaching activities,

¹¹ Kostner and the enforcement staff agree that no portion of the suspension is subsumed within the first year of the show-cause period unless necessary to ensure the suspension does not extend into the third year of Kostner's show-cause period.

including, but not limited to, team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.1 to replace Kostner on a temporary basis during the period of suspension. The results of those contests from which Kostner is suspended shall not count toward his career record if he is in the role of a head coach at the time of suspension.

Additional Penalties for Level I – Mitigated Violations (Bylaw 19.12.9)

11. Public reprimand and censure through the release of the negotiated resolution agreement.

12. During this period of probation, the institution shall:

- a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for adhering to NCAA legislation.
- b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by **December 15, 2025**, setting forth a schedule for establishing this compliance and educational program.
- c. File with the OCOI annual compliance reports indicating the progress made with this program by **August 31st** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to institutional staff members' responsibility to cooperate, head coach responsibility and NCAA playing rules and institutional policies regarding sideline access.
- d. Inform prospects in the football program in writing that the institution is on probation for two years and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs the institution's written offer of admission and/or financial aid.
- e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main website "landing page" and in the media guides for the football program. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting

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(i.e., the icon or the text) must be titled “NCAA Infractions Case.” With regard to the content of the posting, the institution’s statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

13. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution’s president shall provide a letter to the Committee on Infractions affirming that the institution’s current athletics policies and practices conform to all requirements of NCAA regulations.

VI. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.2, the violations identified in this agreement occurred and should be classified as Level I – Mitigated for the institution, Mason, McElwain and McGee and Level I – Standard for Kostner.

If a hearing panel approves the negotiated resolution, the institution, Kostner, Mason, McElwain and McGee agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution, Kostner, Mason, McElwain and McGee acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.7, 19.12.8, 19.12.9 and 19.12.10. The office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by the institution, Kostner, Mason, McElwain or McGee contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

The parties acknowledge that this negotiated resolution may be voidable by the Committee on Infractions if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based.

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the

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negotiated resolution, the parties understand that the hearing panel will issue instructions for processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should a hearing panel approve the negotiated resolution, the parties agree that they waive NCAA hearing and appellate opportunities.

VII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' resolution. The panel's review of this resolution is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level I-Mitigated for the institution, Mason, McElwain and McGee and Level I-Standard for Kostner. The agreed-upon penalties align with the ranges identified for core penalties for Level I-Mitigated and Level I-Standard cases in Figure 19-1 and Bylaw 19.12.7 and the additional penalties available under Bylaw 19.12.9. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises the institution, Mason, McElwain, McGee and Kostner that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution and/or Mason, McElwain, McGee or Kostner contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Rich Ensor, chief hearing officer

Kay Norton

Amy Parsons

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APPENDIX

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APPENDIX

CENTRAL MICHIGAN UNIVERSITY'S CORRECTIVE ACTIONS

1. The institution strengthened its policies and procedures with respect to team travel, credentials and gameday apparel effective for the 2024 football season.
2. The institution took prompt employment actions during the investigation (including during the football season) against two football staff members related to their respective failures to cooperate with investigative requests for information and interviews