

CASE SUMMARY

Tampering violations occurred in Southern Mississippi men's tennis program

According to an agreement released by the Division I Committee on Infractions, tampering violations occurred in the Southern Mississippi men's tennis program when head coach Zubin Engineer had impermissible recruiting conversations with a student-athlete from another school who had not been entered into the Transfer Portal. The student-athlete also recruited other potential transfers — at the direction of Engineer — before those student-athletes had been entered into the Transfer Portal.

The school, Engineer and the enforcement staff agreed that the violations in this case occurred after Engineer knowingly communicated at least 309 times with a student-athlete at another school who was not in the Transfer Portal. Their conversations occurred between June and December 2024 and began with the student-athlete inquiring about transferring to Southern Mississippi.

The student-athlete, who operated College Tennis Nation, a popular college tennis Instagram and Twitter account that reports on collegiate tennis news, then entered the Transfer Portal in December. Engineer did not know College Tennis nation was operated by a student-athlete when he initially reached out to request information about prospective transfer students. During that same time period (and beyond), Engineer engaged the student-athlete in recruiting other possible transfers who also had not yet been entered into the Transfer Portal. Ultimately, the student-athlete and the four others transferred to and enrolled at Southern Mississippi in August 2025.

Engineer asserted that he engaged with the student-athlete — and supported his plans of enrolling and attempting to walk on at Southern Mississippi — with the intent of speaking with him to gain information about other prospects. After learning that the individual he was communicating with at College Tennis Nation was the student-athlete, Engineer acknowledged that his communication was impermissible, regardless of his stated purpose, and agreed that he violated recruiting rules.

The parties also agreed that Engineer was automatically responsible for the violations due to head coach responsibility legislation, in addition to his personal participation in the violations.

The violations were classified as Level II-Mitigated for Southern Mississippi and Level II-Standard for Engineer.

The following penalties apply:

- Two years of probation.
- A \$25,000 fine, plus 1% of the men's tennis program budget.

- A two-week ban on recruiting communications for the men's tennis program during the men's tennis notification-of-transfer windows in May or December 2026.
- A 20% reduction in official paid visits in men's tennis during the 2026-27 academic year.
- A 10-week ban on men's tennis unofficial visits during the 2026-27 academic year.
- A two-year show-cause order for Engineer, during which any employing NCAA member school must restrict him from communicating with four-year transfer prospects for a total of four weeks during three separate men's tennis notification-of-transfer windows.
- A two-contest suspension for Engineer during the 2027 men's tennis season.

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

- Norman Bay, attorney in private practice.
- Kendra Greene, senior associate athletics director for student-athlete experience and senior woman administrator at Cleveland State and chief hearing officer for the panel.
- Steve Waterfield, director of athletics at Oakland.

NEGOTIATED RESOLUTION¹

The University of Southern Mississippi – Case No. 020508

June 18, 2026

I. CASE SYNOPSIS

The University of Southern Mississippi (Southern Mississippi); Zubin Engineer (Engineer), head men's tennis coach; and NCAA enforcement staff agree with the violations and penalties detailed below.

On October 22, 2025, a former Southern Mississippi men's tennis student-athlete (Student-Athlete 1) contacted the enforcement staff and reported that Engineer impermissibly contacted him while he was enrolled at The University of Texas Rio Grande Valley (UTRGV) and not entered in the transfer portal. Student-Athlete 1, who operated *College Tennis Nation*,² also reported that he took an active role in recruiting other prospective four-year men's tennis student-athletes on behalf of Engineer and the men's tennis program. Student-Athlete 1 provided screenshots of multiple text exchanges with Engineer that supported his account. As a result, the enforcement staff contacted Southern Mississippi officials and began a collaborative investigation.

As part of the investigation, the enforcement staff obtained an electronic image of Engineer's phone to review a complete record of his communications with Student-Athlete 1. That information, along with interviews with Student-Athlete 1 and Engineer, substantiated Engineer's impermissible communications with Student-Athlete 1 between June, when Student-Athlete 1 first initiated communication with Engineer about his interest in transferring to Southern Mississippi, and December 2024, when Student-Athlete 1 reentered the transfer portal, and that Engineer engaged Student-Athlete 1 in recruiting activities. Four of the four-year men's tennis prospective student-athletes whom Student-Athlete 1 contacted and recruited ultimately transferred to Southern Mississippi along with Student-Athlete 1 in August 2025.³ According to Engineer, while he was open to Student-Athlete 1 attempting to walk-on at Southern Mississippi, his primary reason for communicating with Student-Athlete 1 was to obtain information related to prospective student-athletes, not to recruit Student-Athlete 1. In fact, the parties agree that Engineer did not know Student-Athlete 1 was involved with operating *College Tennis Nation* until Student-Athlete 1 identified himself to Engineer after Engineer had corresponded with the *College Tennis Nation* accounts on social media on multiple occasions regarding breaking collegiate tennis news. However, Engineer acknowledged limited instances when he talked with Student-Athlete 1 about

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 *College Tennis Nation*, a popular college tennis Instagram and Twitter accounts, reports on collegiate tennis news, including student-athletes that are, or are considering, transferring, and is followed by hundreds of collegiate tennis coaches and student-athletes to help them stay abreast of breaking news regarding student-athletes' transfer portal entry. Although Student-Athlete 1 operated *College Tennis Nation*, his name was not included anywhere on the *College Tennis Nation* accounts, and his personal association with the accounts was unknown throughout the collegiate tennis industry.

³ None of them attributed their reason for transferring to Student-Athlete 1.

transferring to Southern Mississippi and understands that all his communications (after Student-Athlete 1 disclosed his identity to Engineer) with Student-Athlete 1 were impermissible.

Within a week of Student-Athlete 1's enrollment at Southern Mississippi during the 2025 fall semester, teammates and students alike raised complaints to both Engineer and other administrators about his behavior. As a result, Student-Athlete 1 was suspended from the team. Student-Athlete 1 then withdrew from the institution on his own accord.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 13.1.1.3 and 13.1.2.1 (2023-24 and 2024-25) and 13.1.1.4⁴ (2024-25)] (Level II)

From June 28 through December 1, 2024, Engineer had impermissible communications with a then UTRGV men's tennis student-athlete (Student-Athlete 1) without first obtaining authorization through the notification of transfer process. Additionally, from June 24, 2024, through May 5, 2025, Engineer engaged Student-Athlete 1 to assist in the recruitment of four other four-year college prospective student-athletes. Specifically:

- a. From June 28 through December 1, 2024, Engineer had impermissible contact with Student-Athlete 1 when he sent 309 social media direct messages and text messages to Student-Athlete 1 before Student-Athlete 1 entered the transfer portal. Additionally, in October, Engineer had impermissible in-person contact with Student-Athlete 1 while they sat in the stands and observed an Intercollegiate Tennis Association Regionals tennis match in Baton Rouge, Louisiana. Student-Athlete 1 later entered his name into the transfer portal and transferred to Southern Mississippi. [NCAA Bylaw 13.1.1.3 (2023-24 and 2024-25) and 13.1.1.4 (2024-25)]
- b. From June 28, 2024, through May 5, 2025, Engineer impermissibly requested that Student-Athlete 1 communicate with a then Southern Methodist University men's tennis student-athlete, a then Lehigh University men's tennis student-athlete, a then University of Dayton men's tennis student-athlete and a then University of New Orleans men's tennis student-athlete on his behalf and before the student-athletes entered the transfer portal. The student-athletes later entered their names into the transfer portal and transferred to Southern

⁴ Effective October 9, 2024, NCAA Bylaw 13.1.1.3 was renumbered to 13.1.1.4 with no substantive change.

Mississippi. [NCAA Bylaws 13.1.1.3 and 13.1.2.1 (2023-24 and 2024-25) and 13.1.1.4 (2024-25)]

2. [NCAA Division I Manual Bylaw 11.1.1.1 (2023-24 and 2024-25)] (Level II)

From June 28, 2024, through May 5, 2025, Engineer is responsible for the violations detailed in Proposed Findings of Fact No. 1.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to NCAA 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 II – Mitigated for the institution and Level II – Standard for Engineer.

1. Institution:

a. Aggravating factors. [NCAA Bylaw 19.12.3.1]

- (1) Multiple Level I and/or Level II violations for which the institution is responsible.
- (2) Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.

b. Mitigating factors. [NCAA Bylaw 19.12.4.1]

- (1) Prompt acknowledgement and acceptance of responsibility for the violations.
- (2) Institution self-imposed meaningful corrective measures and/or penalties.
- (3) Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10.
- (4) An established history of self-reporting Level III violations.⁵
- (5) The absence of prior conclusions of Level I, Level II or major violations within the past 10 years.

⁵ From 2021 through 2025, the institution reported a total of 33 Level III violations, an average of approximately seven each year.

2. Involved Individual (Engineer):

a. Aggravating factors. [NCAA Bylaw 19.12.3.2]

- (1) Multiple Level I and/or Level II violations.
- (2) Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct.
- (3) Conduct or circumstances demonstrating an abuse of a position of trust.

b. Mitigating factors. [NCAA Bylaw 19.12.4.2]

- (1) Agreement to or proposing meaningful corrective measures and/or penalties consistent with Figure 19-1.
- (2) Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10.
- (3) The absence of prior conclusions of Level I, Level II or major violations.

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. PARTIES' AGREED-UPON PENALTIES⁶

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.

⁶ 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 NCAA Division I Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

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

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

1. Probation: Two years of probation from **June 18, 2026, through June 17, 2028.**
2. Financial penalty: The institution shall pay a fine of \$25,000 plus 1% of the budget for the men's tennis program.⁷
3. Recruiting restrictions: The institution shall prohibit recruiting communications in men's tennis for two weeks during the men's tennis notification of transfer window in May or December 2026.

The institution shall reduce official paid visits in men's tennis during the 2026-27 academic year by 20% of the average number of official paid visits in men's tennis from the previous four years.

The institution shall prohibit unofficial visits in men's tennis for 10 weeks when otherwise permissible during the 2026-27 academic year.⁸

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

4. Show-Cause Order: Engineer engaged in recruiting violations when he had impermissible contact with Student-Athlete 1 and used Student-Athlete 1 as an impermissible recruiter. Therefore, Engineer shall be subject to a two-year show-cause order from **June 18, 2026, through June 17, 2028.** In accordance with Bylaw 19.12.7.4 and Committee on Infractions Internal Operating Procedure (IOP) 5-15-5, any employing member institution shall prohibit Engineer from having communications with four-year college prospective student-athletes during one week of the men's tennis notification of transfer window in May 2026 (seven consecutive days), during two weeks in December 2026 (14 consecutive days) and during one week in May 2027 (seven consecutive days); suspend Engineer from two dates of competition per the terms below in No. 5; and require Engineer to attend the 2027 NCAA Regional Rules Seminar at his own expense. Any member institution that employs Engineer in an athletically related position during the two-year show-cause period shall abide by the terms of the show-cause order unless it

⁷ The fine from the program budget must be calculated in accordance with Committee on Infractions IOPs 5-15-6 and 5-15.6-1. See [*Oklahoma State University \(June 5, 2020\)*](#) decision.

⁸ Under Figure 19-1, the parties' agreed-upon reductions in official and unofficial visits deviates from the ranges contemplated for Level II-Mitigated cases. In accordance with Bylaw 19.12.8, departures from core penalties are permitted provided the written agreement explains the basis for the deviation. Although not expressly acknowledged, the panel defers to the parties' agreement that heightened recruiting restrictions appropriately address the recruiting violations that occurred in this case.

contacts the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply.

5. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs Engineer in an athletically related position shall suspend Engineer from 10% of the men's tennis regular season contests during the first season of employment 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 Engineer not be present with or have contact or communication with men's tennis 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 coaching 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, Engineer may not participate in any coaching activities, 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 Engineer on a temporary basis during the period of suspension. The results of those contests from which Engineer is suspended shall not count toward the coach's career record if he is in the role of a head coach at the time of suspension.

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

6. Public reprimand and censure through the public release of the negotiated resolution agreement.
7. During the 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 recruiting activities.
 - b. Submit a preliminary report to the OCOI by **August 15, 2026**, 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 **May 1st** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting prospective four-year college student-athletes.

- d. Inform prospects in the men's tennis program 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 men's tennis 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 (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.
8. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's [president or chancellor] 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 19.1.3, the violations identified in this agreement occurred and should be classified as Level II – Mitigated for the institution and Level II-Standard for Engineer.

If a hearing panel approves the negotiated resolution, the institution and Engineer agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and Engineer 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 OCOI will monitor the penalties during their effective periods. Any action by the institution or Engineer 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 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' negotiated resolution agreement. The panel's review of this agreement 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 II-Mitigated for the institution and Level II-Standard for Engineer. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated and Level II-Standard cases in Figure 19-1 and Bylaw 19.12.7. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises the institution and Engineer that they should take every precaution to ensure that they observe the terms of the penalties. Any action by the institution or Engineer 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

Norman Bay

Kendra Greene, chief hearing officer

Steve Waterfield

APPENDIX

UNIVERSITY OF SOUTHERN MISSISSIPPI'S CORRECTIVE ACTIONS

1. The institution shall conduct specific rules education seminars with all of its coaches and athletics staff regarding recruiting services and related enterprises during the summer or fall of 2026.
2. The institution shall require all of its sport programs to contact the compliance office before contacting or engaging with any recruiting service and/or related enterprises in any manner during the 2026-27 academic year for guidance and pre-approval.
3. The institution shall issue a Letter of Reprimand to Engineer which shall be included in his permanent personnel file.
4. The institution has adopted a policy separately requiring head coaches and incoming NCAA four-year transfer student-athletes to attest that no impermissible contact occurred prior to the student-athlete's entrance into the NCAA transfer portal.
5. The institution shall require that all men's tennis official visit recruits meet with a compliance office representative during their visits during the 2026-27 academic year.