

PROFESSIONAL SERVICES ENGAGEMENT AGREEMENT

Capitan Municipal Schools (hereinafter, "CMS") hereby engages the services of Marla Moore PLLC (hereinafter, "Moore"), an attorney and independent contractor, who is free of any conflict of interest or bias for or against Title IX complainants or respondents and/or witnesses generally, or for or against the individual Complainant or Respondent, to assist CMS in fulfilling its Title IX coordinator and investigator duties and responsibilities and other duties and responsibilities under Board Policy and law in connection with allegations of misconduct by an employee towards a student.

MOORE represents that she has not discussed this matter with any CMS employee or community member, has run a conflicts check, and determined that neither she nor her firm has any conflict of interest or bias, as to any identified individuals, that would prevent her from performing the duties and responsibilities as outlined in the Scope of Work. MOORE agrees that she can impartially serve as a Title IX Appeal Decision-Maker in this matter under Board Policy and law.

MOORE agrees to serve as a Title IX Appeal Decision-Maker as outlined in the Scope of Work, including by reviewing all relevant documents; preparing a written report or reports as necessary within the scope of work; and participating in follow-up meetings, as requested.

MOORE agrees to abide by the confidentiality provisions of Title IX, specifically 34 C.F.R §§ 106.45(b)(5) and 106.71, including by keeping confidential the identity of any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, shearing, or judicial proceeding arising thereunder.

MOORE understands that the substance of the work including any resulting report(s) may be disclosed to third parties as required by law. MOORE agrees to preserve all materials created or collected during the course of the work under this agreement and provide such materials to CCSD at the conclusion of the Scope of Work for record keeping as required by 34 C.F.R. § 106.45(b)(10).

MOORE agrees to observe all state, federal, and professional ethics rules during the course of this engagement. MOORE understands that MOORE is responsible for any telephone or computer transactions performed as a result of access to confidential information. For purposes of the Family Educational Rights and Privacy Act of 1974 (FERPA), MOORE acknowledges that any unauthorized disclosure of confidential student information is a violation of FERPA and the implementing federal regulations found at Title 34, Code of Federal Regulations, Part 99. MOORE understands that any personal characteristics of a student that could make the student's identity traceable are protected. In addition, MOORE understands that MOORE is not authorized to distribute or disclose to any unauthorized person any document or information containing personally identifiable student or personnel data.

MOORE will be compensated at an hourly rate of \$380.00 per hour, plus gross receipts tax, for all time reasonably devoted to this engagement. For any necessary travel to CMS, MOORE will bill, and mileage will be paid, at the current state travel rates; and travel time between Houston, Texas

and CMS will be billed and paid at the hourly rate agreed upon above. MOORE will be reimbursed for the actual costs of out-of-pocket expenses incurred in respect to this engagement. Costs may be for such items as photocopies, meals for necessary travel, and similar expenses incurred by MOORE and billed to CMS. In the event investigation materials generated by MOORE pursuant to this agreement should become the subject of future litigation, MOORE's compensation for any necessary participation in such litigation shall remain as set forth herein.

MOORE agrees that the total cost of these services, combined with any and all other work already performed by MOORE as a CMS vendor within the fiscal year, will not exceed (\$40,000).

CMS Superintendent and Dawn Vernooy/John Babington, attorneys with the Walsh Gallegos, P.C. law firm, will be MOORE'S CMS contacts. MOORE shall submit itemized monthly invoices to Superintendent Heather Gutierrez and Dawn Vernooy/John Babington with all hourly charges for approval and direct payment. Invoices shall include records indicating the date, time, and nature of services rendered. MOORE will provide CMS via Superintendent Heather Gutierrez and Dawn Vernooy/John Babington with a Form W-9 and/or Vendor Information form with his first invoice if requested and required by CMS.

This is an at-will agreement and may be terminated at any time by either CMS or MOORE by providing written notice to the other Party. Any expenses incurred to date at the time of termination will be submitted to CMS and paid as indicated above.

This Agreement shall not be altered, changed, or amended except by written instrument, executed by parties hereto.

This Agreement shall be construed in accordance with the laws of the State of New Mexico and any disputes arising out of or in connection with this Agreement will be submitted to the exclusive jurisdiction of the Courts of Lincoln County, New Mexico.

Marla Moore

Date

Capitan Municipal Schools
Engagement Agreement with MOORE
September 24, 2026
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Capitan Municipal Schools
By: Heather Gutierrez, Superintendent

Date