

STATE BOARD OF EDUCATION
Contract(s) Over \$50,000 Executed Since Last Board Meeting
Table of Contents
Business Operations (BSOP) Committee
April 29-May 1, 2025

Item	Requisition/ Contract No.	Contract Description	Contractor/ Vendor Name	Contract Type	Contract Category (Service or Good)	Contract Term Upon Contract Award	Funding/ Budget Source (State/ Federal)	Dpi Business Owner/ Division	Current Contract Amount	Total Contract Amount To Date
1	RQ190576	Finance Modernization to develop critical processes and to build a database within Snowflake to extract, transform and load payroll summary files among 325 school districts within North Carolina	Resultant, LLC.	DPI RFQ	Service	Upon contract execution for sixty (60) days	Federal	Sri Viswanathan	\$92,137.00	\$92,137.00



NC DEPARTMENT OF PUBLIC INSTRUCTION

IT Approval to Purchase

All IT-related purchases require review and approval before being purchased. IT purchases include all software, hardware, domains, websites, online resources, subscriptions, licenses, computers, laptops, TV's, iPad's, tablets, projectors, Google products, etc.

Requestor Name: Nina Adams Phone Number: (984)236-2560

Purchase Information

Vendor	Resultant, Inc.
Amount of Purchase	\$92,137.00
Item(s) Purchased	Data Modernization Support

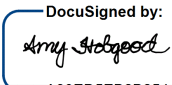
Justification for Purchase In the space below, please provide a justification for this purchase.

Data Modernization Support


Method of Payment: P-Card eProcurement

Signature Approval


Division Director Name: Amy Hobgood

Division Director Signature:  Date: 3/25/2025 | 6:55:18 PM EDT

Deputy Superintendent Name: Vanessa Wrenn

Deputy Superintendent Signature:  Date: 3/25/2025 | 9:53:07 PM EDT

IT Approval Name: Jeremiah Jackson

IT Approval Signature:  Date: 3/26/2025 | 10:35:30 AM EDT



•• Please attach a copy of the Quote or Proposal along with this form. ••



TIMELINE

Resultant will complete this work within four (4) weeks and no later than April 30th, 2025. Resultant will collaborate with the NCDPI team to complete the required functionality by end of business on April 15th, 2025, to support testing by NCDPI.

FEES

Fees for this Agreement will be invoiced based on a **Time-and-Materials with a Not-To-Exceed Amount of \$92,137.00**. Resultant will invoice the Client for hours worked at the hourly rates by the roles set forth in the chart below. This work will be completed virtually and will not require travel.

Role	Hourly Rate
Business Analyst III	\$230
Data Engineer III	\$260
Data Engineer II	\$225
Senior Software Engineer II	\$240
Solution Architect II	\$275
Client Partner II	\$295

The Parties will monitor spend toward the Not-to-Exceed Amount together. If a Party believes that the Not-to-Exceed Amount will be reached before the scope is completed, it shall notify the other Party, and the Parties will discuss adjusting the Not-to-Exceed Amount or the scope. In the absence of any agreement on an adjustment to the Not-to-Exceed Amount or scope, Resultant shall not accrue hours or expenses beyond the Not-to-Exceed Amount.

ROLES AND RESPONSIBILITIES

The Resultant team will leverage the following roles and responsibilities to complete work for this project. The level of effort for each role will fluctuate based on the project phase and exact demands of the project. We are committed to the success of the scope of work and will ensure resources applied are sufficient to accomplish this project. Additional delivery resources may be applied to the project as appropriate.

Client Partner

- Advises on escalated issues
- Provides guidance and oversight at key checkpoints throughout the engagement

Resultant

| PROPOSAL |

**State of North Carolina |
Department of Public Instruction |
Data Modernization Support**

MARCH 20, 2025

Resultant

Vanessa Wrenn, Ed.D, CeCTO, CETL
Chief Information Officer
NC Department of Public Instruction
301 N Wilmington St.
Raleigh, NC 27601

March 20, 2025

Dear Vanessa Wrenn,

Thank you for the opportunity to serve the North Carolina Department of Public Instruction. Resultant is pleased to provide this proposal, which includes information regarding your goals, as well as an agreement that details our proposed approach. This agreement and the solution described within it were prepared after careful consideration of our discussions with you. Given our understanding of your unique organization and situation, our recommended solution will help you achieve your goals.

We recognize that you have an important decision to make as you seek these services. If you would like to accept our proposed agreement, please record your electronic signature at the end of this document within thirty days of receipt. If you have questions about this agreement, please contact me.

Sincerely,



Curt Merlau, Ed.D.
Vice President, Education Practice
cmerlau@resultant.com



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About Resultant

Resultant is a technology, data analytics, and management consulting firm headquartered in Indianapolis, Indiana. Resultant has worked with clients throughout the country since 2008 to achieve their organizational goals by maximizing their **people**, **processes**, and **technology**. We serve more than 750 active clients in the public and private sectors. Today, we have over 450 talented employees and continue to grow. Our team includes strategists, technical experts, project managers, and high-level business consultants with extensive experience and expertise in data collection, analysis, and data management.

Over our company's 15-year history, we have developed deep experience in many government programs areas. This is key because we have found that the best outcomes are attained by pairing this context in partnership with state subject matter experts and leaders. Though this experience has been attained through our work in more than a dozen other states, our organization has the deepest knowledge of Indiana government specifically. This deep understanding of Indiana's government structure and IT systems (many of which we served to assist in shepherding through to successful implementation) greatly augments our technical data skills by providing the underlying context to ensure appropriate interpretation of the information resident in these systems.



- DIGITAL TRANSFORMATION**
A team of consultants, subject matter experts, and change and delivery management professions, ensuring you achieve your roadmap for the future.
- TECHNOLOGY PROJECTS**
Technology engineers, analysts, and leaders that help organizations assess, design, implement, operate, and optimize technology solutions.
- ADVANCED DATA ANALYTICS**
Teams of advanced data scientists, data engineers, analysts, and subject-matter experts, implementing data solutions in your organization.
- IT MANAGED SERVICES**
Ongoing strategic and day-to-day technical services to achieve long-term transformation and support for tech, data, organizational environment.
- NEXT-GEN PRODUCTS**
A solution-agnostic approach to bringing our clients the best products for their technology needs.

Our Education practice at Resultant is dedicated to fostering transformative change within the education sector by leveraging our expertise in data analytics, technology solutions, and strategic consulting. We collaborate closely with educational institutions, policymakers, and community organizations to address the complex challenges facing education today. From enhancing student learning experiences and outcomes to optimizing operational efficiency and driving digital transformation, our approach combines purposeful empathy with innovative problem-solving. This ensures that the solutions we develop are not only effective and sustainable but also tailored to meet the unique needs and aspirations of our clients.



Agreement | North Carolina Department of Public Instruction

In this Agreement, NCDPI may be referred to as “Client”, “you” or “your” and NCDPI and Resultant may each be referred to as a “party” or collectively as the “parties”.

SCOPE OF WORK

Project Scope

The North Carolina Department of Public Instruction (NCDPI) seeks to develop critical processes within the Snowflake environment to build a database within Snowflake to extract, transform and load payroll summary files among 325 school districts within North Carolina. These files are received weekly as full file replacements, and currently there are no processes that are setup to support the LEA payroll summary file load. NCDPI had requested Resultant’s assistance given their unique experience with state education systems and Snowflake expertise.

Resultant will set up the necessary environments within the Snowflake to deliver the payroll summary functionality by end of business on April 15th, 2025. The designated team will evaluate the most effective and efficient way to receive and process payroll summary files for each pay period. All final testing and validation will be the responsibility of NCDPI. Resultant will document findings and requirements for future enhancements in a final report to NCDPI.

Throughout the course of the proposed engagement Resultant will:

- Participate in an onboarding session
- Facilitate rapid prototyping sessions with all parties while we develop the prototype in iterations
- Collect feedback among all parties to revise the prototype
- Setup the staging environment
- Develop an extract for LicSal integration to enable NCDPI to load the extract to the S3 budget.
- Implement final working application to perform the critical function
- Conduct daily virtual stand-ups with all parties to review work completed the day prior, prioritize efforts and identify blockers
- Collaborate closely with the NCDPI via an accessible platform (i.e., Microsoft Teams)
- Provide a weekly status summary via email which will include consumption of hours to-date and remaining budget
- Provide all necessary knowledge transfer and/or consultation to the NCDPI team to enable testing efforts
- Advise the NCDPI as they complete their testing and provide support as appropriate
- Present final report which will include findings and requirements for future enhancements. This roadmap will inform opportunities for optimization.



Collaboration

The development team will work collaboratively with NCDPI's Architecture and PMO team to ensure alignment with organizational standards and objectives. To ensure the success of this engagement, the collaboration between Resultant and NCDPI needs to be highly communicative, proactive, and focused on clear requirements and timely feedback.

Below outlines the essential collaborative elements:

- Frequent and Open Communication: Regular meetings and consistent communication channels are crucial to address issues promptly and maintain project alignment.
- Detailed Requirements Definition: Resultant needs NCDPI to provide precise and comprehensive requirements for the payroll summary functionality, including data specifications and business rules.
- Data Access and Expertise: NCDPI must facilitate timely access to data and subject matter experts to enable Resultant to understand the data and develop effective processes.
- Active Participation in Testing and Validation: NCDPI's prompt and thorough testing and validation of the developed application are essential for ensuring accuracy and meeting deadlines.
- Timely Feedback and Approvals: Resultant requires timely feedback and approvals from NCDPI on proposed solutions to keep the project on track.
- Knowledge Transfer and Documentation: NCDPI needs to actively participate in knowledge transfer sessions and review documentation to ensure they can maintain and utilize the system effectively post-implementation.

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In essence, NCDPI will need to be an active and engaged partner, providing clear direction, timely feedback, and necessary resources to support Resultant's work. This collaborative approach will be the cornerstone of a successful project. As needed, Resultant may consult with Snowflake representatives in which case NCDPI will be kept informed.



TIMELINE

Resultant will complete this work within four (4) weeks and no later than April 30th, 2025. Resultant will collaborate with the NCDPI team to complete the required functionality by end of business on April 15th, 2025, to support testing by NCDPI.

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ROLES AND RESPONSIBILITIES

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Client Partner

- Advises on escalated issues
- Provides guidance and oversight at key checkpoints throughout the engagement



Solution Architect

- Works with project stakeholders to convert business requirements to technical requirements
- Creates technical roadmap for fulfilling requirements
- Oversees implementation of roadmap
- Reviews designs for risks and adjusts accordingly

Senior Software Engineer

- Oversees the implementation of the technical roadmap
- Works with the Solution Architect on any required changes in implementation
- Reviews all code for quality and adherence to established best practices

Business Analyst

- Develops features and functionalities
- Creates and submits deliverables and work products
- Supports requirements gathering activities
- Supports testing activities
- Documents training materials

Data Engineer

- Builds the data pipelines
- Integrates data to support the analysis
- Supports QA testing activities

ASSUMPTIONS

Resultant made the following assumptions in preparing this scope of work, fees, roles, and timeline.

1. North Carolina Department of Public Instruction will make one Executive Sponsor available for this Statement of Work. The Executive Sponsor will have the authority to make and approve final decisions as they pertain to the data sharing platform.
2. North Carolina Department of Public Instruction will maintain testing, user acceptance testing, and production environments. Resultant will require access to deploy infrastructure and applications into those environments.
3. This effort requires iterative input and approvals, primarily from assigned North Carolina Department of Public Instruction Product Owners or Executive Sponsors. If these are delayed or declined, the effort will be affected.
4. The 325 school districts submit data via a standard format.
5. The scope assumes North Carolina Department of Public Instruction has a basic understanding of the Snowflake environment and its capabilities



6. All deliverables will be deemed 'Accepted' after a five (5) day business period unless feedback is received by the Resultant team prior to the end of the fifth day.
7. Budget and Client priorities may affect this plan. If significant changes occur, the timeline and effort could be affected.
8. The scope assumes that North Carolina Department of Public Instruction's requirements for the payroll summary functionality are clearly defined and will remain consistent throughout the project.
9. Resultant will obtain detailed data specifications and sample files from North Carolina Department of Public Instruction to understand the format and structure of the payroll summary files.
10. This plan was devised with the assumption that Resultant resources that require immediate access to North Carolina Department of Public Instruction systems, such as secure North Carolina Department of Public Instruction data environments, collaborative software platforms (Azure DevOps), or other systems, will gain that access in a very timely manner upon project kick-off.
11. Any and all licensing fees and hosting charges are not included in this portfolio and are assumed to be covered by the Client directly. Resultant will provide a list of licensing needs for North Carolina Department of Public Instruction to take into consideration for long-term support and cost management.
12. North Carolina Department of Public Instruction shall be responsible for all infrastructure patching, monitoring, user management, and other maintenance. Resultant assumes 100% uptime for the environments needed to complete the scopes of work outlined herein. Any downtime or outages may impact timelines and level of effort to complete scopes. We assume that North Carolina Department of Public Instruction will notify us at least two (2) weeks prior to any scheduled downtime.

RISKS

The following section describes the known and/or anticipated risks associated with the project and our team's mitigation strategies.

1. Difficulty engaging subject matter experts, division executives, or competing priorities.
2. Unknown challenges regarding configurations, code base or environments could hinder efforts, and a remedy might not be feasible within the allotted timeframe.
3. Developing effective and efficient processes for receiving and processing payroll summary files could be more complex than anticipated.
4. The aggressive timeline might put pressure on the development team, potentially leading to errors or oversights.



5. Changing rules and regulations surrounding the use of hosting and other technologies (i.e. third-party vendor contracts).
6. Slow decision making or changes to decisions related to the use of specific software, policies, or technologies.
7. A short timeframe to complete a critical function within a non-optimal system will require efficient problem-solving and close coordination with the NCDPI team.
8. Resultant will only be able to provide services within the not-to-exceed threshold which equates to appropriately 400 hours total across all roles.

Each risk listed below, and ones yet to be discovered, will have an accompanying mitigation strategy. Should any of these risks become an issue, Resultant will inform NCDPI immediately.



TERMS AND CONDITIONS

Client Responsibilities

While Resultant can provide assistance, Client is responsible for management decisions and functions. Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. Client is ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities. Further, Client shall, at all times, be solely responsible for verifying: (i) legal or other operational requirements applicable to Client and/or Client's business, including compliance with state and federal rules, regulations and laws, as well as all industry standards particular to Client's use; and (ii) Client's service requests are accurate and sufficiently detailed and comprehensive to reasonably identify all services desired.

Fees, Changes to Scope

Resultant's invoices for Fees set forth above are payable upon net thirty (30) days from receipt of correct invoice to the location specified on the invoice. If Resultant elects to suspend or terminate its services for nonpayment of any undisputed amounts on any invoice, Client will be obligated to compensate Resultant for all time expended and to reimburse Resultant for all reasonable out-of-pocket expenditures through the date of termination, including the costs of collection and attorney and court fees. Client is also obligated to reimburse Resultant for all costs and expenses incurred in the collection of its fees for the corresponding Statement of Work, including, without limitation, reasonable attorneys' fees and court costs. Client is responsible for all applicable taxes, however designated, arising out of Resultant's provisions of services under this Agreement.

Resultant services are limited to and governed by this Agreement. Changes or additions to the scope of work in this Agreement must be made by a fully executed written amendment. This Agreement may not be amended or modified except by a written amendment executed by authorized representatives of both parties to this Agreement. Client may request that Resultant perform additional services or provide additional products not set forth in this Agreement. If this occurs, Resultant will communicate with Client in writing regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that the Parties create a new agreement to reflect the obligations of both Parties.

Confidential Information

"Confidential Information" is any information (in any form or medium) relating to a party's (the "Disclosing Party") business, business strategies, operations, plans, products, services, costs, prices, processes, software, methodologies, technologies, Intellectual Property, research and development, clients and suppliers, partners, principals, employees, consultants, authorized agents, finances, proprietary information, development efforts, and/or creative designs that has an independent economic value and is not generally known to the public, whether such Confidential Information is obtained by a party (the "Recipient") directly from the Disclosing Party or from the Disclosing Party's consultants, clients, contractors and suppliers, or is obtained as a result of the Recipient's access to the Disclosing Party's facilities.



Without limiting the foregoing, the details of the Agreement shall be considered confidential and shall not be disclosed to any person not in a Party's employ without the prior written consent of the other Party. "Intellectual Property" means all know-how, ideas, methods, trade secrets, inventions, discoveries, designs, developments, improvements, patentable subject matter, processes, methodologies, technical information, data structures or modeling, models, Work Product, patent applications, patents, copyrights, and trademarks. "Work Product" (i) means all tangible and intangible results of the Agreement, including any and all software object and source code, formatting, computer system designs, documentation, any writings of any kind, user interfaces, audio-visual works, "look and feel," artwork, illustrations, images, photographs, printed or graphic matter, trademarks (including service marks, trade dress, trade names, logos, corporate names, and Internet domain names), copyrights and copyrightable works (including mask works), preparatory materials, charts, diagrams, memoranda, drafts, sketches, outlines, developments, materials, data, inventions (whether patentable or not), improvements, processes, discoveries, ideas, know-how, techniques, formulae, compositions, methodologies, program materials, notes, lists, compilations, manuscripts, pictorial materials, schematics, drawings, specifications, blueprints, flowcharts, schematics, protocols, designs, design rights, plans, business plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information, and other items, created, developed or supplied in connection with this Agreement; and (ii) notwithstanding the foregoing, shall not include Pre-Existing Materials or Third Party Materials. "Pre-Existing Materials" means those pre-existing concepts, ideas, models, know-how, software, methodologies, technologies or techniques owned by a Party that are either identified in this Agreement or licensed to that Party pursuant to a separate license agreement. "Third Party Materials" means those materials that are specifically listed in this Agreement as belonging to a third party (including data, content, development tools, system tools, software, compilers, or diagnostics) that a Party represents to the other Party are incorporated into, or are otherwise necessary to create, use, modify, reproduce, or maintain any Work Product or provide the services, deliverables, or products described in this Agreement, and which require rights licenses, permissions, or other clearances to be obtained from a third party. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any worldwide law or regulations, including: (i) patent law (including rights under patents, letters patent, inventor's certificates, continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the laws of the United States, or of any other country), copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law and any and all other proprietary rights; and (ii) any and all applications, renewals, provisionals, substitutions, extensions, reissues, restorations, divisions or continuations (in whole or in part) of any of the foregoing, now or hereafter in force and effect worldwide.

Each party agrees that both during and subsequent to the term of this Agreement: (i) that it shall keep the other party's Confidential Information and Intellectual Property confidential and shall use the other party's Confidential Information and Intellectual Property solely for the purposes of carrying out this Agreement; (ii) that it shall not directly, or indirectly, reveal, report, publish, disclose or transfer the other party's Confidential Information or Intellectual Property to, or use the other party's Confidential Information or Intellectual Property for the benefit of, any third party, without the prior written consent of the Disclosing Party; and (iii) that it shall disclose the other party's Confidential Information



or Intellectual Property to its employees only on a need-to-know basis for performance of the employees' duties under this Agreement.

Notwithstanding the foregoing, this Agreement shall not restrict disclosure or use of Confidential Information by the Recipient that was in the public domain through no breach of this Agreement, becomes known to the Recipient from a source other than the Disclosing Party, which source has no duty of confidentiality with respect to the information, is independently developed by the Recipient without reliance on or access to any of the Disclosing Party's Confidential Information, or is required to be disclosed by a state or federal government, by a court of law with jurisdiction over the Recipient, provided that the Recipient will first have provided the Disclosing Party with prompt written notice of such required disclosure and will take reasonable steps to allow the Disclosing Party to seek a protective order with respect to the Confidential Information required to be disclosed. This Agreement shall not restrict Resultant from generally listing Client's name in marketing materials.

Client shall maintain ownership over its data and all Pre-Existing Materials it provides to Resultant under this Agreement. Resultant® is a registered trademark. Client shall not receive any Intellectual Property Right in Resultant's Pre-Existing Works or Confidential Information. Work Product and Intellectual Property prepared by Resultant for Client, either as the deliverable(s) or otherwise, are the sole and exclusive property of Resultant or its third-party licensor and Resultant shall receive all Intellectual Property Rights therein. Upon payment in full of all amounts owed Resultant hereunder, to the extent that deliverables are prepared, Resultant hereby grants to you a perpetual, worldwide, non-exclusive, non-transferable license to use the deliverable(s) solely for the purpose set forth in this Agreement and not for resale, profit or other distribution, and to use any Resultant Confidential Information incorporated into any such deliverables solely in connection with your use of the deliverables permitted by this Agreement and in a manner that maintains confidentiality of the Confidential Information. Client shall not copy, decompile, modify, reverse engineer, or create derivative works out of any Confidential information without Resultant's written consent. Client shall not have the right to license, sublicense, or otherwise transfer to others the right to use, view, or rely on such deliverables or Confidential Information without Resultant's prior written consent.

Warranties and Licensed Products

To the extent that Client is acquiring software and/or licensing one or more products (each product, a "Licensed Product") through Resultant as an authorized third party reseller of the product's respective distributor (the "Licensor"), Resultant will not offer returns or refunds with regard to the Licensed Products. Any returns or refunds are through the Licensor's standard return policies, if any. Although Resultant may provide implementation services relating to a Licensed Product, Client acknowledges that the Client is the direct licensee of the Licensed Product from the respective Licensor. Client's (End-User) use of the Licensed Product is subject to and governed by the respective Licensed Product's end-user license Agreement. Payment (including applicable state sales tax) for the Licensed Product will be made by Client to Resultant as the authorized reseller; however dependent on the product, ongoing maintenance, support agreements, and/or upgrades may be required to be acquired and/or paid directly between Client and Licensor. Client agrees to rely exclusively on the warranty provided by the Licensor for the Licensed Product.



RESULTANT MAKES NO WARRANTIES WITH REGARD TO ANY OF THE LICENSED PRODUCTS AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF INFORMED OF SUCH A PURPOSE), NON-INFRINGEMENT OR THAT THE LICENSED PRODUCT IS ERROR FREE.

EXCEPT FOR RESULTANT'S EXPRESS WARRANTY THAT THE SERVICES AND DELIVERABLES WILL BE PERFORMED IN ACCORDANCE WITH THE DESCRIPTION IN THIS AGREEMENT, RESULTANT HEREBY EXPRESSLY WAIVES ANY AND ALL WARRANTIES RELATING TO THE SCOPE OF WORK SET FORTH IN THIS AGREEMENT, SERVICES, CONFIDENTIAL INFORMATION AND/OR DELIVERABLE(S) PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Termination

A party to this Agreement may terminate this Agreement upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, Resultant may immediately terminate this Agreement at any time, and without liability, upon the occurrence of any of the following ("Resultant Termination"): (i) Client's failure to pay any overdue invoice amount upon notice by Resultant or (ii) Client's material breach or violation of any provision of the Agreement that is not cured within thirty (30) days of Client's receipt of written notice from Resultant referencing such breach or violation; (iii) Client ceases to do business in the normal course, becomes or is being declared insolvent or bankrupt, is the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days, or makes an assignment for the benefit of its creditors; (iv) Client's violation of the a Licensed Product's end user license terms; or (v) Client hosts content that may subject Resultant to legal liability (in which case, Resultant may also modify the Service to avoid such liability).

In the event of termination of this Agreement for any reason, Client shall pay (i) any outstanding installation Fees due thereunder, (ii) a pro-rated Fee based on the number of days Resultant provided Services prior to the date of termination, (iii) if the services include software for which Resultant does not then provide general client support,

Client shall pay to Resultant an amount equal to Resultant's cost of such software for the entire term and any applicable renewal terms thereunder, and (iv) return to Resultant all software, access keys, equipment, and any other property provided to Client by Resultant thereunder and Resultant shall immediately cease performance of any service or provision of products hereunder. Client shall pay these Fees and return items to Resultant within thirty (30) days of the date of such termination. In no event is Resultant obligated to refund amounts already paid by Client. In the event a party has any property located at the other party's premises, upon termination of the Agreement, Client and Resultant will make arrangements cooperatively and in good faith for the removal of such property, and any property of Client not removed from Resultant's premises within thirty (30) days after such termination shall become the property of Resultant, which may, among other things, dispose of such property without the payment of any compensation to Client. Within five (5) business days of the termination of this Agreement, the Recipient shall return to the Disclosing Party all originals of the information, documents, equipment, files, and other property, including the Disclosing Party's Confidential Information, it received from the Recipient, destroy all copies of the Disclosing Party's information, documents, equipment, files, and other property, including the Disclosing Party's Confidential Information, it made, and



on the request of the Disclosing Party, certify to the Disclosing Party in writing that it destroyed all these copies. Rights and obligations that are described in this Agreement as continuing beyond the date of termination of the Agreement shall survive until the expiration date so stated in this Agreement.

Liability

Client agrees to indemnify, defend, and hold harmless Resultant and its affiliates, subsidiaries, officers, and employees from and against any and all third-party loss, damage, injuries, claims, cause or causes of action, or liability whatsoever resulting from or arising out of any of the following: 1) Intellectual Property Rights infringement; 2) Client's distribution of deliverables to any person or entity other than as specifically contemplated in this Agreement; 3) personal injury or death caused by negligence, gross negligence, or willful misconduct; 4) damage, loss, or destruction of any real or tangible real or personal property to the extent cause by negligence, gross negligence, or willful misconduct. Your obligation to indemnify includes, without limitation, the obligation to indemnify Resultant for, and pay, all of the attorneys' fees and costs reasonably incurred by Resultant in defending against such claims. Resultant shall not be responsible for any claims against you by any third party, nor shall Resultant be liable for any property damage, personal injury, loss of data, loss of profits, interruptions of business, out-of-pocket expenses, or any direct, indirect, special, consequential, punitive, exemplary, or incidental damage, however caused, whether based on contract, tort (including negligence), strict liability, warranty, statutory rights, or any other basis arising out of or connected with this Agreement or the sale, delivery, or use of any results of any service or deliverables furnished hereunder. Resultant is not liable for security breaches or issues caused by ransomware, cyber-attacks, or other technical intrusions. Resultant's total liability for all claims, damages, and costs arising from this Agreement is limited to the lesser of (1) amounts paid to Resultant by you under this Agreement in the pro-rated twelve (12)-month period prior to the incident giving rise to the claim in question or (2) the actual damages incurred by you. You agree and understand that the limitations and exclusions with respect to the Parties' liability represent Resultant's and your agreement as to the allocation of risk between the parties in connection with the obligations hereunder. The fees paid to Resultant under this Agreement reflect, and are set in reliance upon, the allocation of risk and exclusions and limitations of liability set forth in this Agreement.

Non-Solicitation

You agree that during the term of this Agreement and for a period of twenty-four (24) months thereafter, you shall not solicit to employ, hire, or enter into any contracts for the services of Resultant personnel who have provided services under this Agreement, directly or through a third party, or enter into any related discussions, without having obtained Resultant's written approval. Notwithstanding the foregoing, nothing in this Agreement shall restrict Client from hiring an individual who independently and without influence responded to a job posting.



Assignment; Subcontracting

You may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Resultant. Resultant may freely assign or subcontract this Agreement so long as Resultant remains responsible for breaches or violations of any assignee or subcontractor.

Miscellaneous

Each Party is acting as an independent contractor under this Agreement and not as an employee or agent of the other Party. Each Party shall be solely responsible for the supervision and control of its employees and payment of their salaries, benefits and applicable taxes. Further, each Party understands that it does not have any right to enter into any contracts or commitments on behalf of the other Party in any respect whatsoever. Nothing in this Agreement shall be construed as making either party the agent of the other or as creating any joint venture or partnership. There are no third-party beneficiaries under this Agreement.

Except for payment obligations hereunder (which shall not be excused or delayed by this paragraph), neither party shall be deemed in breach of this Agreement or otherwise liable for any delay in or failure of its performance under this Agreement by any reason of fire, natural disaster, accident, riot, act of government, strike or labor dispute, shortage of materials or supplies, failure in transportation or communication or supplies of goods or services, or any other cause beyond reasonable control of such party.

This Agreement and all proceedings or causes of action arising out of it will be governed by Indiana law (without regard to conflict of law provisions). Any litigation, cause of action or proceeding arising under this Agreement shall occur in the state courts located in Marion County, Indiana, or if it can obtain jurisdiction, the federal courts sitting therein. Each party hereby consents to venue, forum and jurisdiction in such courts.

No waiver or forbearance by a party in any particular instance will act to preclude the party from exercising those rights in another instance. All notices required or permitted hereunder shall be in writing and deemed given when delivered in person or sent by registered or certified mail or by reputable overnight commercial delivery to the address set forth in this Agreement (or, if none, to such party's registered agent on file with any jurisdiction where such party is qualified to conduct business). If any provision, or portion thereof, is adjudicated to be overly broad or unenforceable as written, it is the desire and intent of the parties that the court will revise such provision as it deems necessary to make it consistent with the law and public policy of the jurisdiction and governing law and enforce the provisions as so revised. If any one or more provisions of this Agreement are held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected. In the event of any contradiction between the Terms and Conditions of this Agreement and any other portion of this Agreement, the Terms and Conditions of this Agreement shall govern and control.

This Agreement may be executed electronically and in one or more counterparts, each of which will constitute an original and all of which, taken together, will constitute one and the same instrument.



AGREEMENT CONCLUSION

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereto. We appreciate the opportunity to be of service to you. Please accept this Agreement to acknowledge your approval of the terms of this project.



AGREEMENT ACCEPTANCE

IN WITNESS WHEREOF, the Parties have agreed to the Terms and executed this Agreement.

North Carolina Department of Public Instruction

Dr. Vanessa Wrenn, Ed.D., CeCTO, CETL
Chief Information Officer

Date

Resultant

Date



ORDER NO. NC572110

Issued on Wednesday, April 9, 2025 EDT
Created on Wednesday, April 9, 2025 EDT by Nina Adams

SUPPLIER:

Resultant, LLC
111 Monument Circle STE 202
Indianapolis, IN 46204
United States
Contact: Alicia Honeyman

TOTAL AMOUNT
\$92,137.00000 USD

SHIP TO:

Dept. of Public Instruction
Education Building
301 North Wilmington Street
6336 Mail Service Center
Raleigh, NC 27699-6308
United States
Phone: +1 919-807-3661

BILL TO:

08PT, NC Dept. Of Public Instruction
Accounts Payable
6336 Mail Service Center
Raleigh, NC 27699
United States
Phone: +1 984-236-2370

DELIVER TO:

Nina Adams

Agency:

Name: 0800 - DEPARTMENT OF PUBLIC INSTRUCTION

Budget Fund:

Name: 101050 - DPI 1500 TECHNOLOGY SERVICES BC 13510

Natural Account:

Account Name: IT PROJ MGMT ANALYSIS SVCS

Agency Program:

Name: 0831K50 - 31K-SLDS GRANT ADMIN

Agency Management Unit:

Department Name: PROJECT MANAGEMENT OFFICE

Funding Source:

Name: 3000 - FEDERAL FUNDS

Project:

Name: 08G31K0050 - 31K-SLDS GRANT ADMIN

Inter-fund:

Name: 000000 - DEFAULT BUDGET FUND

Future 1:

ID: 0000

Name: 0000 - DEFAULT

Future 2:

ID: 000000

Name: 000000 - DEFAULT

Future 3:

ID: 00000

Name: 00000 - DEFAULT

Multi Year Indicator ID : Unspecified

Title: Resultant - Finance Modernization - SLDS

Bypass Approval Flow:

Entity: 08 - Department of Public Instruction

Requester: Nina Adams

PR No.: RQ190576

Contract Type: No Contract

Stock Keeping Unit:

Unit Of Measure: DOL

incoTerm: 001

Payment Terms: Net 30 - PAY IN 30 DAYS

LINE ITEM DETAILS (1 LINE ITEM)

NO.	DESCRIPTION	PART NUMBER	QTY	NEED-BY DATE	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	AMOUNT	ORDER CONFIRMATION STATUS
1	The North Carolina Department of Public ...		92,137	-	\$1.00000		\$92,137.00000		\$0.00000	\$92,137.00000	Unconfirmed
			dollar		USD		USD		USD	USD	

Full Description: The North Carolina Department of Public Instruction (NCDPI) seeks to develop critical processes within the Snowflake environment to build a database within Snowflake to extract, transform and load payroll summary files among 325 school districts within North Carolina. These files are received weekly as full file replacements, and currently there are no processes that are setup to support the LEA payroll summary file load. NCDPI had requested Resultant’s assistance given their unique experience with state education systems and Snowflake expertise. Resultant will set up the necessary environments within the Snowflake to deliver the payroll summary functionality by end of business on April 15th, 2025. The designated team will evaluate the most effective and efficient way to receive and process payroll summary files for each pay period. All final testing and validation will be the responsibility of NCDPI. Resultant will document findings and requirements for future enhancements in a final report to NCDPI.

Throughout the course of the proposed engagement Resultant will:

- Participate in an onboarding session
- Facilitate rapid prototyping sessions with all parties while we develop the prototype in iterations
- Collect feedback among all parties to revise the prototype
- Setup the staging environment
- Develop an extract for LicSal integration to enable NCDPI to load the extract to the S3 budget.
- Implement final working application to perform the critical function
- Conduct daily virtual stand-ups with all parties to review work completed the day prior, prioritize efforts and identify blockers
- Collaborate closely with the NCDPI via an accessible platform (i.e., Microsoft Teams)
- Provide a weekly status summary via email which will include consumption of hours to-date and remaining budget
- Provide all necessary knowledge transfer and/or consultation to the NCDPI team to enable testing efforts
- Advise the NCDPI as they complete their testing and provide support as appropriate
- Present final report which will include findings and requirements for future enhancements. This roadmap will inform opportunities for optimization.

TAX CODE	TAXES	RATE	TAX AMOUNT	AMOUNT
US-EXEMPT	0.00% Sales Tax	0.0%	\$0.00000 USD	\$0.00000 USD

Req. Line No.: 1

TOTAL AMOUNT
\$92,137.00000 USD

COMMENTS

- Krystle Rice, 04/09/2025:

This purchase order was issued by Krystle Rice the DPI purchasing agent of record, any questions regarding its issuance must be directed to this purchasing agent or the using DPI Division. The procurement email address is procurement@dpi.nc.gov.

It is essential that the Purchase Order Number appears on all correspondence, packing slips, delivery tickets, and invoices. Invoices shall be submitted by the Vendor to the using DPI Division for approval, processing, and payment by DPI Accounts Payable. (Krystle Rice, Wednesday, April 9, 2025 EDT)

TERMS AND CONDITIONS OF PURCHASE

CONDITIONS AND INSTRUCTIONS

1. This purchase order was issued through the Statewide eProcurement Service and is therefore subject to a fee of 1.75% (.0175) on the total dollar amount of goods (excluding sales tax). The following exemptions apply: (A) Purchases from a term contract that has not yet been implemented on the Statewide eProcurement Service; (B) Purchases from an agency-specific term contract that has not yet been implemented on the Statewide eProcurement Service. Note: Fees will be invoiced monthly based on purchase order activity during the prior month.
2. This order is placed subject to shipment at prices, amounts and transportation rates not in excess of those indicated on the face of this order.
3. Each shipment must be shipped to the SHIP TO address printed on the face of this order and marked to the attention of the individual, if any, indicated in that address. Each shipment must be labeled plainly with our PURCHASE ORDER number, and must show gross, tare and net weight.
4. Complete packing list must accompany each shipment.
5. Drafts will not be honored.
6. Materials received in excess of quantities specified herein may, at our option, be returned at shipper's expense. Substitutions are not permitted.
7. Invoices must be submitted on the date of shipment to the INVOICE TO address indicated on the face of this purchase order. Invoices must include the INVOICE TO name and address, the PURCHASE ORDER number, terms of payment and routing.
8. On all invoices subject to discount, the discount period will be calculated from the date a correct invoice is received in this office.
9. Each invoice must be accompanied by the following papers: A. Original bill of lading when shipment is made by freight or express. B. Signed delivery receipt when delivery is made by other means. C. Parcel post insurance when shipment is made by parcel post and value is over \$1.00.
10. In cases where parties other than you ship materials against this order, shipper must be instructed to show our PURCHASE ORDER number on all packages and shipping manifests to insure prompt identification and payment of invoices.
11. By accepting this electronic purchase order, you agree that these CONDITIONS AND INSTRUCTIONS are legally binding.
12. By accepting this electronic purchase order, you confirm that this purchase is governed by the version of the North Carolina General Terms and Conditions agreed to by the parties in the executed solicitation document or as otherwise found here if no solicitation document has been issued. (<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>).

State Agency Tax Exempt Number: 400047