



COPY

PHILIP D. MURPHY
GOVERNOR

TAHESHA L. WAY
LT. GOVERNOR

STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
MORRIS COUNTY OFFICE
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KEVIN DEHMER
COMMISSIONER

NANCY H. GARTENBERG, ED.D.
EXECUTIVE COUNTY SUPERINTENDENT

April 15, 2025

Pamela Vargas
Business Administrator/Board Secretary
Butler Public Schools
38 Bartholdi Ave
Butler, NJ 07405

Dear Ms. Vargas:

I have reviewed the Superintendent of Schools employment contract for Dr. Daniel Johnson in accordance with N.J.A.C. 6A: 23A-3.1. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract for the period from July 1, 2025 through June 30, 2030.

In the event of any conflict between the terms, conditions, and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions. If during the term of this employment contract, it is found that a specific clause of the contract is illegal under state or federal law, the remainder of this employment contract, not affected by such a ruling, shall remain in force. If there are any changes to the terms of this contract, you will need to submit the amended contract to me for review and approval prior to the required public notice and hearing of such changes.

Please submit a signed copy of the fully executed contract, including board extract, to my office within 10 days of its board approval.

Sincerely,

A handwritten signature in black ink, appearing to be "Nancy H. Gartenberg".

Nancy H. Gartenberg, Ed.D.
Executive County Superintendent

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 1st day of July 2025, by and between the **Butler Board of Education**, with administrative offices located at Butler High School Annex, Butler, New Jersey 07405 (hereinafter the "Board")

and

Dr. Daniel Johnson, whose position is to be the Superintendent of Schools (hereinafter the "Superintendent").

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

WHEREAS, the Board and the Superintendent believes that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Dr. Johnson the position of Superintendent, and he has accepted the Board's offer; and

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a scheduled meeting on May 8, 2025, and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The Board hereby agrees to employ Dr. Johnson as the Superintendent of the Butler Board of Education for the period beginning on July 1, 2025 and ending at midnight on June 30, 2030.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification:

The Superintendent shall maintain current and valid certificates issued by the New Jersey Department of Education for the position of Superintendent of Schools. In the event the Superintendent's certificate issued by the Department of Education is revoked, this contract of employment is null and void as of the date of the certificate revocation.

The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent.

B. Duties:

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

a. faithfully perform the duties of the Superintendent of Schools for the Board and serve as the chief school administrator and executive officer in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Superintendent, is incorporated into this Contract of Employment and shall be followed by the Superintendent. In addition, the Superintendent shall faithfully perform the additional duties of Director of Curriculum and Instruction and School Safety Specialist;

b. devote his full time, labor and attention to this employment during the terms of this Contract of Employment, provided that the Superintendent may, with prior notice to and prior approval of the Board, undertake short term consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with his full-time responsibilities as Superintendent;

c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including the job description;

d. recommend the selection, placement, appointment, reappointment, non-renewal, and transfer of personnel, subject to the approval of the Board in accordance with the responsibilities as outlined above, and subject to applicable Board policies and directives;

- e. study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, may refer to him in accordance with the responsibilities outlined above;
- f. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent;
- g. structure his working day and organization to insure that all duties are performed and obligations met;
- h. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction;
- i. have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District;
- j. suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the School District;
- k. perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations;
- l. report to the Board of Education and adhere to directions from the Board of Education consistent with the performance and legal obligations herein;
- m. consult with the Board Attorney as the Superintendent deems appropriate.

All duties assigned to the Superintendent should be appropriate to and consistent with the professional role and responsibilities of the Superintendent, and shall be set by Board policy and in the Job Description for the Superintendent which may be modified from time to time, consistent with the intent set forth above.

Except for the position of Director of Curriculum and Instruction, the Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this contract and such addendum has been approved by the Executive County Superintendent.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation as he and the Board might decide, in light of his responsibilities as the Superintendent, in the following ways:

- A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Superintendent.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent, as he deems appropriate, to attend such matters. At a minimum, the Superintendent shall be permitted to attend, at his option, three state conferences annually, subject to the financial limitations specified below. Expenses for meals, lodging, registration, and transportation for national and state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law, up to a maximum of \$1,800.00 per year. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. COMPENSATION

A. Salary:

In 2025-2025 the Board shall pay the Superintendent a base salary of \$243,080.00. The annual salary will include a 3% increase each year during the 2026-2027, 2027-2028, 2028-2029, and 2029-2030 school years. The annual salary shall be paid to the Superintendent in accordance with the payroll schedule for other certified employees. Any increase in salary, if permitted by law during the term of this Contract of Employment, shall receive the prior written approval of the Executive County Superintendent, and shall follow the P.L.2007, c.53 public notice and hearing requirements on the amended Contract of Employment.

B. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits, except as otherwise provided by law. Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment, shall not be deemed that the Board and the Superintendent have entered into a new Contract of Employment, and shall require the prior approval of the Executive County Superintendent.

C. Salary Reduction to Purchase an Annuity

The Superintendent shall have the right at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

5. BENEFITS

A. Vacation Days/Holidays:

The Superintendent shall be granted 25 vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of this Contract of Employment. The Superintendent shall be permitted to take vacation at any time and shall notify the Board President in advance of any vacation taken. In the event the Superintendent intends on taking more than two consecutive days of vacation

while school is in session, he shall obtain permission from the full Board, which permission shall not be unreasonably withheld so long as there is administrative coverage of the District in his absence. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.

If business demands prohibit the Superintendent from using all of his allotted vacation days in a given year, he may carry over up to seven (7) unused vacation days to be used during the next year pursuant to law. Any vacation days not carried over from the previous year that are not used shall be forfeited.

The Superintendent shall be entitled to time off with pay on the same holidays as the other administrators (Butler Administrators Association) in the District enjoy. The Superintendent may be required to work up to a combined total of five (5) days during the normal school year vacation periods, but with a maximum of two (2) days during any one vacation period. Paid Holidays include the following:

- 4th of July
- Labor Day
- Thanksgiving
- Christmas Eve and Christmas Day
- New Year's Eve and New Year's Day
- Dr. Martin Luther King Day
- President's Day
- Spring Break
- Memorial Day

B. Personal Days:

The Superintendent shall be granted three (3) personal days annually, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of this Contract of Employment. Personal days shall be used to conduct personal matters which require absence during school hours, to be used at the Superintendent's discretion. Except in cases of emergency, the Superintendent shall confirm personal leave use in accordance with District practice prior to the use of the leave. Unused personal days shall convert to sick days at the end of a Contract of Employment year and shall accumulate as provided by law.

C. Bereavement Leave:

The Superintendent shall be granted up to five (5) bereavement days with pay, per occurrence, within a seven (7) calendar day period immediately following the death in the Superintendent's immediate family. The term "immediate family" shall be defined as the Superintendent's spouse, partner, significant other, children, grandchildren, parents, grandparents, brothers, and sisters of the Superintendent. The Superintendent shall be

granted three (3) bereavement days with pay, per occurrence, for the death of mother-in-law-, father-in-law, mother-in-law and sister-in-law, at full pay. The Superintendent shall be granted one (1) bereavement days with pay, per occurrence, for the death of a relative other than those specified above, at full pay.

D. Health Benefits:

The Board shall provide the same level of health benefits coverage for the Superintendent, his spouse/partner, and his dependents, as other administrators in the District receive. The Superintendent shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 toward payment of health benefit premiums. The contribution shall be made through payroll deduction. The Board shall provide the Superintendent with a Section 125 cafeteria plan.

The Superintendent may voluntarily waive health benefit coverage. If the Superintendent elects to waive health benefit coverage, he must provide written representation of alternate insurance coverage to the Board. If the Superintendent chooses to waive health benefit coverage he shall be entitled to a waiver payment equal to no more than 25% of the amount saved by the Board: \$4150.00 for medical, \$1050 for prescription and \$250 for dental. Half of the reimbursement shall be paid in December and the other half shall be paid in June. Waivers paid for less than one year shall be prorated. Said payment shall not be considered salary, nor will it be considered pensionable. The Business Office shall develop the forms by which the Superintendent shall waive coverage and apply for payment.

E. Sick Leave/Family Illness Days:

The Superintendent shall be granted 12 sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of this Contract of Employment. The Superintendent shall receive three (3) family illness days per school year which may be used to care for an ill member of the immediate family, as defined under Bereavement Leave. Unused sick leave may be accumulated from year to year. The Superintendent shall confirm absences resulting from personal illness in accordance with District policies.

F. Membership Fees:

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees and/or charges to the following: NJASA, ASA, and ASCD, and, upon the prior approval of the Board, other professional/civic groups and organizations at the option of the Superintendent, which the Superintendent deems necessary to maintain and/or improve his professional skills.



G. Expense Reimbursement:

The Board shall reimburse the Superintendent for expenses incurred for travel and sustenance (\$10.00 per dinner) in the performance of the Superintendent's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Superintendent shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A. 18A:11-12 and regulations promulgated thereunder. Expense reimbursement shall not include travel to and from the Superintendent's residence to the district.

H. Cellular/ Mobile Internet Data:

The Board shall reimburse the Superintendent \$1,200.00 per year to be used for purposes of personal cellular/data reimbursement.

I. Laptop Computer:

The Board shall supply the Superintendent with the use of a laptop computer/iPad (with Internet access) which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer/iPad shall be replaced as necessary.

6. RETIREMENT OR SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Superintendent's certified retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.

The parties agree that, upon retirement, payment by the Board to the Superintendent for his accumulated, unused sick days shall be made within thirty (30) days of his last day of employment.

B. Accumulated Unused Vacation Days:

Upon the Superintendent's separation from employment with the District or retirement from employment with the District, the Board shall reimburse the Superintendent for up to 32 accumulated unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. Payment by the Board to the Superintendent for his unused vacation days shall be made within thirty (30) days of his separation from employment.

C. Payment to Estate:

If the Superintendent dies before his Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to his estate within thirty (30) days.

7. EVALUATION

The Board shall evaluate the performance of the Superintendent on or before June 30th in accordance with law. The Board and the Superintendent shall meet to review the Superintendent's performance and establish performance goals for the following school year. Each evaluation shall be in writing, a copy shall be provided to the Superintendent, and the Board and the Superintendent shall meet to discuss the findings. The evaluation shall include areas of commendation and recommendation and shall provide direction as to any aspects of performance that are in need of improvement. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Superintendent as set forth in his job description, and provide for such other criteria as the State Board of Education shall by regulation prescribe. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent shall receive a copy of any backup forms utilized in the evaluation process. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question. The evaluation format shall be developed and approved jointly by the Board and the Superintendent within ninety (90) days of the execution of this Contract of Employment. On or before June 30 of the 2024-25 and 2025-26 school years, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

8. RENEWAL OF CONTRACT OF EMPLOYMENT

Except as otherwise provided by law, any renewal of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties and upon the prior approval of the Executive County Superintendent.

9. TERMINATION OF CONTRACT OF EMPLOYMENT

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Superintendent upon ninety (90) days written notice to the Board;
- C. Notification in writing by the Board to the Superintendent on or before July 1, 2029, of the Board's intent not to renew this Contract of Employment;
- D. In the event that the Superintendent's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation; or
- E. Actions consistent with law.

10. COMPLETE AGREEMENT

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

11. MODIFICATION

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract term but shall only constitute an amendment to the existing Contract of Employment.

12. CONFLICTS

In the event of any conflict between the terms, conditions, and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract of Employment.



13. SAVINGS CLAUSE

If during the term of this Contract of Employment, it is found that a specific clause of the Contract of Employment is contrary to federal or state law, the remainder of the Contract of Employment not affected by such a ruling shall remain in force.

14. MISCELLANEOUS

The Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance, is given the opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47A:101, et seq.*, the Right to Know Law codified at *N.J.S.A. 47:1A-1, et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

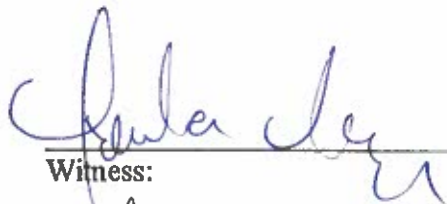
The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; such documents identified by him shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

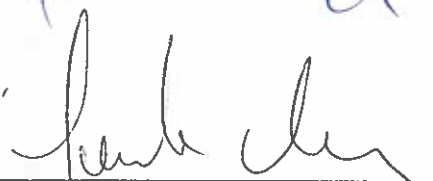
No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

WHEREAS, the Superintendent approves the terms and conditions of this Contract of Employment, and agrees to be bound by same; and

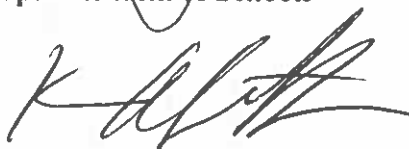
WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of May 8, 2025 said action having been made a part of the official minutes of that meeting.

IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the day and year first above written.


Witness:


Witness:
Butler Board of Education


Dr. Daniel Johnson,
Superintendent of Schools


Karen Smith, President

SUPERINTENDENT

Detailed Statement of Contract Costs

District

Butler School District

Employee Name

Dr. Daniel R. Johnson

Date BOE Authorized Submission to County Office

3/18/2025

District Grade Span

K-12

On Roll Students as of 10-15

1134

Contract Term(s)

Salary

Salary

\$ 236,000 \$ 243,080 \$ 250,372 \$ 257,884 \$ 265,620 \$ 273,589

Longevity

- - - - -

Shared Service

- - - - -

Total Annual Salary

236,000 243,080 250,372 257,884 265,620 273,589

Additional Salary

Quantitative Merit Goals

- - - - -

Qualitative Merit Goals

- - - - -

Total Additional Salary

- - - - -

Total Annual Salary plus Additional Salary

236,000 243,080 250,372 257,884 265,620 273,589

Annual Change--Dollar Amount

n/a 7,080 7,292 7,511 7,737 7,969

Annual Change--Percentage

n/a 3.00% 3.00% 3.00% 3.00% 3.00%

Other Employee Benefits Offered

Health Insurance

- - - - -

Prescription Insurance

- - - - -

Dental Insurance

1,216 1,216 1,216 1,216 1,216 1,216

Vision Insurance

70 70 70 70 70 70

Disability Insurance

- - - - -

Long-term Care Insurance

- - - - -

Life Insurance

- - - - -

Other Insurance - Describe:

- - - - -

Waiver of Benefits

5,200 5,200 5,200 5,200 5,200 5,200

Section 125 Plan Reimbursements - Describe:

- - - - -

Board Contribution for Cost of Premiums

6,486 6,486 6,486 6,486 6,486 6,486

Less employee contribution to health benefits as per law

- - - - -

Total Health Benefit Compensation

6,486 6,486 6,486 6,486 6,486 6,486

Other Business Expenses Reimbursements/Payments

Travel and Expense Reimbursement (Estimated Annual Cost)

2,000 2,000 2,000 2,000 2,000 2,000

Professional Development (Capped Amount or Estimated Annual Cost)

1,800 1,800 1,800 1,800 1,800 1,800

Tuition Reimbursement

- - - - -

Mentoring Expenses - Describe:

- - - - -

National/State/County/Local/Other Dues

4,500 4,500 4,500 4,500 4,500 4,500

Subscriptions

- - - - -

Board Paid Cell Phone or Reimbursement for Personal Cell Phone

1,200 1,200 1,200 1,200 1,200 1,200

Computer for Home use, including supplies, maintenance, internet

1,500 1,500 1,500 1,500 1,500 1,500

Other - Describe:

- - - - -

Total Other Compensation

11,000 11,000 11,000 11,000 11,000 11,000

Estimated Unused Sick and Vacation Compensation Payouts

Max Paid for Unused Sick Leave Upon Retirement

15,000 15,000 15,000 15,000 15,000 15,000

Max Paid for Unused Vacation Leave - Retirement or Separation

27,231 28,047 28,889 29,756 30,648 31,568

Total Sick and Vacation Compensation

42,231 43,047 43,889 44,756 45,648 46,568

TOTAL CONTRACT COSTS

\$ 295,717 \$ 303,613 \$ 311,748 \$ 320,126 \$ 328,754 \$ 337,643