

COMPENSATION AND BENEFITS HANDBOOK

For

**BRAINERD PUBLIC SCHOOLS
DIRECTORS and ASSISTANT DIRECTORS**

July 1, 2023 – June 30, 2025

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ARTICLE I: INCLUDED POSITIONS

The purpose of this document is to provide the positions below with the information about the general terms and conditions of at-will employment with the District. This document does not create an expressed or implied contract between the District and any employee. The District may change this document, and the terms and conditions of employment outlined in this document at any time and for any reason.

Director of Teaching and Learning
Director of Community Education and Communications
Director of Activities
Assistant Director of Activities
Assistant Director of Special Education
Director of Student Support Services and Equity
Director of Instructional Technology
Director of Network Administration and Technology
Director of Buildings and Grounds
Director of Nutrition Services

The employer and employees covered under this agreement agree that Independent School District #181, Brainerd Public Schools shall not discriminate based on race, color, national origin, sex, or disability.

ARTICLE II: DIRECTORS AND ASSISTANT DIRECTORS WORK YEAR ASSIGNMENT

Section 1. Work Year and Duty Days:

Subdivision 1: The Duty Year for Directors, Assistant Directors will run from July 1 to June 30 of each year, pursuant to the duty day provisions set forth below.

Subdivision 1. Work days:

The normal workweek will be Monday through Friday with occasional night and weekend work based on role and duties therein.

Subdivision 2. Non-Contract Days:

Beginning with the ratification of the 2021-2023 agreement, Directors and Assistant Directors will have specified non-contract days based on years of service. Employees hired prior to ratification will accrue the greater of current non-contract days or the following, whichever is greater.

All non-contract days shall be entered into the District approved system each year for applicable absences. The Director or Assistant Director may roll over up to five (5) non-contract days to the next fiscal year, if they are not used.

Non-contract days will be accrued as follows for any employees beginning employment following the ratification of this agreement. Directors employed prior to this agreement will maintain the greater of their established non-contract days and the table below. Future increases to non-contract days will be based on the table below.

<u>Years of Service</u>	<u>Non-contract days</u>
0-4 years	20 days
5-9 years	25 days

10-14 years	27 days
15+ years	30 days

Subdivision 3. Holidays:

All Directors, Assistant Directors shall have the following eleven (11) paid holidays: New Year’s Day, Good Friday, Memorial Day, Juneteenth (while in statute), Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve. If any of the days fall on Saturday or Sunday, the preceding Friday or the following Monday shall be considered a holiday. If school is in session on the Friday or Monday preceding or following a weekend holiday listed above, a compensatory day off will be allowed at a later date.

Subdivision 4. Mandatory Duty Days:

The Superintendent, Superintendent Designee or Supervisor reserves the right to designate specific calendar duty days when all Directors and Assistant Directors will be expected to be in service. These mandatory duty days shall be provided no later than during August workshop week each year.

ARTICLE III: INSURANCE

Section 1: Health and Hospitalization Insurance:

The plan options available to employees are as follows:

- Plan B - \$300 per person / \$500 per family
- Plan C - \$1,000 per person / \$2,000 per family
- Plan G - \$3,000 per person / \$6,000 per family with HSA
- Plan H - \$4,000 per person / \$8,000 per family with HRA

- A. Full-time and part-time employees working .5 – 1.0 FTE are eligible for a health insurance contribution from the district. Part-time employees working less than .50 FTE or 20 hours per week assignment are not eligible. The District will contribute the full single or family premium associated with the following plans:

- Plan G - \$3,000 per person / \$6,000 per family with HSA
- Plan H - \$4,000 per person / \$8,000 per family with HRA

- B. The district contribution toward Plan G will be used toward the premium on the following:
 - Plan B - \$300 per person / \$500 per family
 - Plan C - \$1,000 per person / \$2,000 per family
- C. Directors and Assistant Directors are able to change plans per the plan document, including life events and the established open enrollment period.

Section 2. Health Reimbursement Arrangement (HRA) Contribution: Plan H.

The district will contribute \$3,000 for those taking single health insurance and \$6,000 for employees taking family health insurance into the corresponding district tax-advantaged plan on behalf of the employee. Contributions will be prorated based on employment changes occurring in the benefit year. Any member not desiring coverage under the terms of this section shall file with the Benefits

Specialist a waiver disclaiming any such coverage.

Section 3. Health Savings Account (HSA) Contribution: Plan G.

The district will contribute a dollar for dollar match of \$1,500 for those taking single health insurance and a dollar for dollar match of \$3,000 for employees taking family insurance into the corresponding district tax-advantaged plan on behalf of the employee. Contributions will be prorated based on employment changes occurring in the benefit year. Any member not desiring coverage under the terms of this section shall file with the Benefits Specialist a waiver disclaiming any such coverage

Section 4. Dental Insurance:

The School District shall provide the Director or Assistant Director with a single or family dental insurance plan at the expense of the District with an orthodontia cap of \$6,000.

Section 5. Life Insurance:

The district will provide a \$300,000 life insurance policy at no cost to the employee unless the employee chooses a lesser amount. Upon retirement an administrator will continue to receive District paid \$200,000 life insurance policy until the retiree reaches 70 years of age. The life insurance benefit may be reduced subject to the terms of the life insurance policy.

Section 6. Income Protection:

Income protection insurance for Directors and Assistant Directors will be provided at the expense of the District. The School Board will participate in a long-term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after sixty (60) consecutive calendar days to the extent of seventy percent (70%) of salary with the following condition:

- 90-day elimination period has been met.
- Long-term disability benefits have been approved
- Paid leave time has been exhausted

Benefits to disabled employees will be determined and paid as described in the long-term disability policy. Benefits will include \$500 per month, for up to 17 months for health insurance. The employee must be on and retain ISD 181's health plan in order to qualify for the \$500 per month, long-term benefit.

Section 7. Retirement Benefit

In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District benefit(s) (i.e. the HRA, salary, etc.) as agreed upon between the parties.

- A. Directors and Assistant Directors hired before January 1, 2009 and meeting District administrator retirement standards and retiring after reaching the age of 55 will have full family health and dental insurance paid until age 70. If the spouse is less in age than the administrator, he/she may remain in the district's insurance plan at District expense until she/he becomes Medicare eligible. In the event of the District administrator's death the spouse may remain in the district's insurance plan at District expense until she/he becomes Medicare eligible. If the

administrator's dependent status changes after retirement, the retired administrator may flex the insurance benefit to match.

- B. Directors and Assistant Directors hired on or after January 1, 2009, but before July 1, 2012 will receive an annual contribution equal to 3.0% of their salary to a District sponsored retirement Health Reimbursement Arrangement (HRA) account, for a time period of 15 years. After 10 years of continuous service and retiring after reaching the age of 55, the employee will continue to have full family health and dental until age 65 and be eligible to access the HRA funds. If employment is terminated prior to retirement, the employee will retain the employee contribution of their HRA balance, however the District contribution will be forfeited.
- C. Directors and Assistant Directors hired on July 1, 2012 or later will receive an annual contribution equal to 3.0% of their salary to a District sponsored retirement Health Reimbursement Arrangement (HRA) account, for a time period of 15 years

ARTICLE IV: DIRECTOR AND ASSISTANT DIRECTOR LEAVES OF ABSENCE

Section 1. Sick leave:

One day per month accumulated to 12 per year. Accumulation of unused sick leave is unlimited.

Section 2. Bereavement Leave:

Up to five (5) days of bereavement leave may be used by a Director or Assistant Director, subject to Superintendent, Superintendent Designee or Supervisor approval. Leave for bereavement shall be allowed for death in the employee's immediate family. Immediate family is defined as the employee's spouse, children, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or employee's spouse, or other relatives living in the same household of the employee.

Section 3. Reporting of Absences:

Directors and Assistant Directors shall timely enter absences into the District's electronic attendance system for non-duty days or leave days. Absences should be entered in advance of the absence whenever possible, but in the event of emergency circumstances should be entered within 48 hours of the absence. Absences of three (3) or more consecutive days during student contact time requires the advance approval of the Superintendent, Superintendent Designee, or Supervisor and should be submitted as far in advance as possible.

Section 4. Sabbatical Leave:

Upon application, an administrator who has been employed for two years may be granted a sabbatical leave for one year for the purpose of professional growth. During said sabbatical leave, the administrator shall be considered to be in the employment of the school board and shall be paid 50 percent of his/her annual salary plus full related fringe benefits. The administrator, upon return from sabbatical leave, shall return for a period of two years. The administrator must sign an agreement to repay all monies advanced by the school board if the administrator does not return to ISD # 181 school system for two years.

Section 5. Family and Medical Leave Act (FMLA):

Directors and Assistant Directors shall be eligible for the Family and Medical Leave Act if they, their spouse, child or parent suffers from a serious health condition in which the employee is required to provide care. The military family leave provisions of the Family and Medical Leave Act (FMLA) entitle eligible employees of covered employers to take FMLA leave for any "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces, or to

care for a service member with a serious injury or illness if the employee is the service member's spouse, son, daughter, parent or next of kin. The FMLA process will be subject to District policy and practice and in accordance with law.

Section 6. Wellness Program:

Employees may be eligible for sick leave buy-back based on their unused sick leave balance and their annual usage. The number of days to be repurchased by the District and paid to the employee will be based on:

- The employees sick balance as of August 31st of the present year.
- The employee must use no more than five (5) sick days during September 1st of the previous year through August 31st of the present year.

This shall be paid out once per year on the first pay period in December. The number of days repurchased by the School District will then be reduced from the employee's sick leave balance. The employee's current daily rate of pay will be used to calculate the additional pay.

Employees who have maintained an unused number of sick balance as below and have used no more than five (5) sick leave days in the preceding year, September 1st – August 31st	Shall have the following sick leave days paid and deductive from their balance
250 hours	1 day
400 hours	2 days

ARTICLE V: PROFESSIONAL DUES

The District will submit payment of professional dues for one organization for all covered Directors and Assistant Directors covered in this agreement. If that organization has local, state and national affiliation, the dues will be paid for all three. In addition, the district will pay for the Minnesota Board of School Administrators fee, as applicable, at actual cost not to exceed \$105.00 per year.

ARTICLE VI: SEVERANCE AND RETIREMENT

Section 1. Severance:

Payment for severance will be based on a Director or Assistant Director accumulating 12 days per year for each year of service up to a maximum accumulation of 120 days. This sum shall be paid per day pro-rated up to 120 days of accumulated experience upon retirement. Severance will be paid to an administrator with District ISD #181. The Director or Assistant Director must have a minimum of 5 consecutive years, be employed in a position as defined by this agreement with the District at the time of separation, at least 55 years of age and separate from service with the District through retirement or death. In case of death, payment shall be made within 60 calendar days. The retiree or his/her beneficiary shall be entitled to severance pay based on their accumulated experience at the rate of 12 days per year reflected in the following schedule.

Years of Employment in the District	Maximum Days 12 X No. of Years = Days X Rate = Amount	Daily Rate

5-9 years	Up to 108 days	\$400.00
10-15 Years	120 Maximum	\$420.00
16-20 Years	120 Maximum	\$440.00
21-25 Years	120Maximum	\$460.00
26-30 Years	120 Maximum	\$480.00

Severance will be paid into the Director or Assistant Director's retirement Health Reimbursement Arrangement (HRA) account and the District's cumulative total annual contributions toward a 403(b) shall be deducted from the total eligible severance amount. All lump sum payments will be made in July following the Director's or Assistant Director's separation of service. Lump sum payments made by the district will not exceed current IRS limitations. Any amount in excess of an annual IRS limitation will be deferred to January of the following year.

Section 2. Eligibility

A Director or Assistant Director is eligible for retirement is defined as a person employed as an administrator at the time of retirement, at least 55 years of age, and 10 consecutive years of employment in the District at the time of retirement for medical, dental and life insurance and 5 consecutive years of employment in the District at the time of retirement for severance.

ARTICLE VII: DEFERRED COMPENSATION

Section 1. Contribution:

The District shall contribute an amount equal to the Director or Assistant Director's contribution in a tax-deferred matching plan up to a maximum of \$2,500 per school year. Such a plan shall be approved and subject to application provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereof. District contributions toward a 403(b) shall be deducted from the total eligible accumulated days for the experience severance package (Article VI. Section 1.).

Total District contribution toward individual administrative severance shall not exceed total dollars the individual is eligible for. The individual's severance eligibility is determined by the accumulation of days (12 days per year), multiplied by the number of years of employment in the District, multiplied by the stated daily rate. The sum is the amount of severance an eligible administrator receives upon retirement or death.

The severance eligible administrator shall also receive all other stated administrative fringe benefits per Contract Agreement.

Constructive Receipt – employer pays tax if IRS finds there is constructive receipt. In the event that it is determined by the IRS that the retirement benefit listed in this section is constructively received by the individual employee in the year that the employee first becomes eligible to receive the benefit (and not in the year the person retires), the employer agrees to the following:

- A) The employer will withhold from the imputed income and transmit to the IRS the amount necessary to comply with normal tax withholding standards under IRS rules in the year that the income is constructively received.
- B) The remaining portion of the retirement benefit will be paid out in accordance with the terms of the agreement.

ARTICLE IX: SENIORITY

Section 1. Seniority:

Teacher seniority shall include years of employment in District # 181 as both a teacher and administrator; however only administrative years of employment in District # 181 counts toward the administrative seniority list.

ARTICLE VIII: MILEAGE, TRAVEL AND CELL PHONE REIMBURSEMENT

Section 1. Mileage:

The District will pay for all professional in-district and out-of-district travel when a Director or Assistant Director uses their personal vehicle. This mileage will be reimbursed at the current IRS rate.

Section 2: Travel and Convention Reimbursement:

The District will pay for yearly state convention fees and Directors and Assistant Directors will be eligible to attend a national convention (within their specific organization) every 3 years in lieu of their annual state convention with prior approval from the Superintendent.

Section 3: Cell Phone Reimbursement:

The District will also reimburse (with appropriate receipts) \$50 per month cell phones with data plans that are owned by the employee and used for school purposes or the District will provide a cell phone for the employee to use for school purposes only.

ARTICLE IX: GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

Section 2. Representative:

The employee, administrator, or employer may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subdivision. 1. Extension:

Time limits specified in this agreement may be extended by mutual agreement.

Subdivision 2. Days:

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subdivision 3. Computation of Time:

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subdivision. 4: Filing and Postmark:

The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver:

Grievance shall not be valid for consideration unless the grievance is submitted in writing by the grievant to the office of the Superintendent of Schools and the exclusive representative, setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within 15 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period's hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the employer's designee.

Section 5. Adjustment of Grievance:

The employer and the employee shall attempt to adjust all grievances, which may arise during the course of the employment of any employee within the School District in the following manner:

Subdivision 1. Level I: If the grievance is not resolved through informal discussions, the employer's designee shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

Subdivision 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subdivision 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by it to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative, notify the parties of its intention to review within 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. The School Board will have final authority on grievance determination as this unit does not have exclusive representation that would render the ability for arbitration through the Bureau of Mediation Services.

Section 7. Arbitration:

Due to the at-will nature of positions held within this agreement, arbitration procedures are not applicable.

ARTICLE XII: PLACEMENT ON SALARY SCHEDULE

Placement on the salary schedule for newly hired administrators shall be based on years of experience or as determined by the Superintendent, Superintendent Designee, or Supervisor and the newly hired administrator. The salary schedule for the July 1, 2023 to June 30, 2025 can be found in Appendix A.

APPENDIX A: SALARY SCHEDULE

2023-24

	Step 1	Step 2	Steps 3-4	Steps 5-6	Steps 7-8	Steps 9-10	Steps 11-13	Step 14+
Director of Teaching and Learning	\$135,481	\$138,270	\$141,512	\$144,831	\$148,232	\$151,715	\$153,200	\$154,701
Director of Community Education	\$117,603	\$120,274	\$123,010	\$125,811	\$128,679	\$131,616	\$132,901	\$134,198
Director of Activities	\$117,603	\$120,274	\$123,010	\$125,811	\$128,679	\$131,616	\$132,901	\$134,198
Assistant Director of Activities	\$93,862	\$95,222	\$97,432	\$99,696	\$102,013	\$104,385	\$105,398	\$106,420
Assistant Director of Special Education	\$115,740	\$118,442	\$121,209	\$124,042	\$126,943	\$129,915	\$131,182	\$132,464
Director of Student Support Services and Equity	\$110,752	\$113,305	\$115,917	\$118,594	\$121,335	\$124,141	\$125,350	\$126,573
Director of Instructional Technology	\$93,862	\$95,222	\$97,432	\$99,696	\$102,013	\$104,385	\$105,398	\$106,420
Director of Network Administration and Technology	\$93,862	\$95,222	\$97,432	\$99,696	\$102,013	\$104,385	\$105,398	\$106,420
Director of Buildings and Grounds	\$93,862	\$95,222	\$97,432	\$99,696	\$102,013	\$104,385	\$105,398	\$106,420
Director of Nutrition Services	\$93,862	\$95,222	\$97,432	\$99,696	\$102,013	\$104,385	\$105,398	\$106,420

2024-25

	Step 1	Step 2	Steps 3-4	Steps 5-6	Steps 7-8	Steps 9-10	Steps 11-13	Step 14+
Director of Teaching and Learning	\$138,190	\$141,035	\$144,342	\$147,728	\$151,197	\$154,750	\$156,264	\$157,795
Director of Community Education	\$119,955	\$122,679	\$125,470	\$128,327	\$131,253	\$134,248	\$135,559	\$136,882
Director of Activities	\$119,955	\$122,679	\$125,470	\$128,327	\$131,253	\$134,248	\$135,559	\$136,882
Assistant Director of Activities	\$95,739	\$97,127	\$99,381	\$101,690	\$104,053	\$106,472	\$107,506	\$108,548
Assistant Director of Special Education	\$118,054	\$120,811	\$123,633	\$126,523	\$129,482	\$132,513	\$133,806	\$135,113
Director of Student Support Services and Equity	\$112,967	\$115,571	\$118,236	\$120,966	\$123,761	\$126,623	\$127,857	\$129,105
Director of Instructional Technology	\$95,739	\$97,127	\$99,381	\$101,690	\$104,053	\$106,472	\$107,506	\$108,548
Director of Network Administration and Technology	\$95,739	\$97,127	\$99,381	\$101,690	\$104,053	\$106,472	\$107,506	\$108,548
Director of Buildings and Grounds	\$95,739	\$97,127	\$99,381	\$101,690	\$104,053	\$106,472	\$107,506	\$108,548
Director of Nutrition Services	\$95,739	\$97,127	\$99,381	\$101,690	\$104,053	\$106,472	\$107,506	\$108,548

Directors and Assistant Directors on a current corrective action plan will not be awarded a step increase. Any Administrators eligible for a salary schedule improvement will not receive this improvement until a successor Master Agreement has been ratified by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement as follows:

**ISD #181 Directors and Assistant Directors
Representatives**

By Christina Lundgren
Representative

By [Signature]
Representative

1-8-2024

**Independent School District No. 181
Representatives**

By [Signature]
School Board Chair

By [Signature]
School Board Clerk

By [Signature]
Superintendent of Schools

1-8-2024