

Saucon Valley School District

Meeting of the Ad Hoc Finance Committee

June 21, 2023 – 5:00 pm

* * * * *

Welcome to the Saucon Valley School Board Ad Hoc Finance Committee meeting. Our objective is to serve our community's students, parents, and residents. You are an important part of this meeting and we look forward to your questions and comments. We are all here for the same reason. All opinions are welcomed and equally valuable. Our only request is that we address each other with civility and respect. Our courtesy toward each other is the best way to show our students how much we respect them as well.

Committee Members – Cedric Dettmar, Dr. Shamim Pakzad, Shawn Welch, Dr. Laurel Erickson-Parsons

Agenda

- I. **Call to the Order** – *Cedric Dettmar, Committee Chair*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *David Bonenberger, Committee Secretary*
- IV. **Motion to Approve Agenda**
- V. **Approval of Minutes** – May 17, 2023
- VI. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*
- VII. **Discussion & Action:** Homestead/Farmstead Resolution
- VIII. **Discussion & Action:** Senior Citizen Tax Rebate Resolution
- IX. **Discussion & Action:** District Maintenance Contracts
- X. **Discussion & Action:** Team Snap Agreement
- XI. **Discussion & Action:** Designation of Fund Balance Categories –
 - GASB 45 Post-Retirement Costs
 - Reserve for Health Benefits
 - PSERS Increases
 - Capital Improvements/Replacement
 - Post-Retirement Benefits other than health care.
- XII. **Discussion & Action:** PowerSchool Contract
- XIII. **New Business**
- XIV. **Old Business**
- XV. **Courtesy of the Floor to Visitors** - *Visitors should state their name and address.*

XVI. Future Meetings – July 19, 2023

XVII. Motion to Adjourn

A meeting of the Finance Committee was held on Wednesday, May 17, 2023, in the District Office Conference Room. Finance Committee members Cedric Dettmar, Dr. Laurel Erickson-Parsons, Dr. Shamim Pakzad, and Shawn Welch were present. Also present were David Bonenberger - Committee Secretary and Superintendent Jaime Vlasaty.

- I. **Call to the Order** – 5:10 - *Cedric Dettmar, Committee Chair*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *David Bonenberger, Committee Secretary*
4-present, 0-absent
- IV. **Motion to Approve Agenda** – Dr. Shamim Pakzad, second by Dr. Laurel Erickson-Parsons moved to approve the Agenda. Vote: 4-yes, 0-no
- V. **Approval of Minutes** – Dr. Shamim Pakzad, second by Dr. Laurel Erickson-Parsons moved to approve the minutes of March 15, 2023. Vote: 4-yes, 0-no
- VI. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- VII. **Discussion & Action:** 2023-2024 PSBA Membership Renewal
Shawn Welch, seconded by Dr. Laurel Erickson Parsons moved to approve sending this item to the Board for approval. Vote: 4-yes, 0-no
- VIII. **Discussion & Action:** Center Stage Theater Lighting
Shawn Welch, seconded by Dr. Shamim Pakzad moved to approve sending this item to the Board for approval. Vote: 4-yes, 0-no
- IX. **Discussion & Action:** Lakeside Youth Service Agreement
Shawn Welch, seconded by Dr. Laurel Erickson Parsons moved to approve sending this item to the Board for approval. Vote: 4-yes, 0-no
- X. **Discussion & Action:** Buxmont Academy
Shawn Welch, seconded by Dr. Laurel Erickson Parsons moved to approve sending this item to the Board for approval. Vote: 4-yes, 0-no
- XI. **Discussion & Action:** Athletic Projects
Shawn Welch, seconded by Dr. Laurel Erickson Parsons moved to approve sending this item to the Board for approval. Vote: 4-yes, 0-no
- XII. **New Business** – None
- XIII. **Old Business** – None
- XIV. **Courtesy of the Floor to Visitors** – None
- XV. **Future Meetings** – June 21, 2023
- XVI. **Motion to Adjourn**

Dr. Shamim Pakzad, seconded by Shawn Welch moved to adjourn the meeting. 6:54 p.m.

SAUCON VALLEY SCHOOL DISTRICT
2023-2024 Homestead and Farmstead Exclusion Resolution

RESOLVED, by the Board of School Directors of the Saucon Valley School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2023, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. Aggregate Amount Available for Homestead and Farmstead Real Estate Tax Reduction:

The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2023:

- a. Gambling Tax Funds - The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$1,152,244.60.
- b. Philadelphia Tax Credit Reimbursement Funds - PDE has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.324(3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of \$14,373.35.
- c. Gambling Tax Funds and Philadelphia Tax Credit Reimbursement Funds from 2022-2023 that weren't distributed and that are available for utilization \$18,324.90.
- d. Aggregate Amount Available - Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is \$1,184,942.85.

2. Homestead/Farmstead Numbers:

Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341 (g)(3), the County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:

- a. Homestead Property Number - The number of approved homesteads within the School District is 4,619.
- b. Farmstead Property Number - The number of approved farmsteads within the School District is 22.
- c. Homestead/Farmstead Combined Number - Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 4,641.

3. Real Estate Tax Reduction Calculation:

The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(d) aggregate amount available during the school year for real estate tax reduction of \$1,184,942.85 by paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 4,641 the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$255.48.

4. Homestead Exclusion Calculation:

Dividing the paragraph 3 maximum real estate tax reduction amount of \$255.48 by the School District real estate tax rate of 54.6589 mills (.0546589), the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is \$4,674.00, and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is \$4,674.00.

5. Homestead/Farmstead Exclusion Authorization – July 1 Tax Bills:

The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of (a) the County-established assessed value of the homestead, or (b) paragraph 4 maximum real estate assessed value reduction of \$4,674.00. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of (a) the County-established assessed value of the farmstead, or (b) paragraph 4 maximum real estate assessed value reduction of \$4,674.00. For purposes of this Resolution, “approved homestead” and “approved farmstead” shall mean homesteads and farmsteads listed in the report referred to in paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341(g)(3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued August 1, and will not apply to interim real estate tax bills.

SAUCON VALLEY SCHOOL DISTRICT
NORTHAMPTON COUNTY, PENNSYLVANIA

RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS

A RESOLUTION providing property tax rebates for each calendar year to certain senior citizens, widows, widowers, and disabled persons with fixed and limited incomes; establishing uniform standards and qualifications for eligibility to receive a rebate; and providing penalties for fraudulent claims.

WHEREAS, the Board of School Directors of the Saucon Valley School District recognizes the severe economic plight of certain senior citizens, widows, widowers, and disabled persons with fixed and limited incomes who are faced with rising living costs and constantly increasing tax and inflation cost burdens which threaten their homesteads and self-sufficiency; and

WHEREAS, the Board of Directors considers, and has considered, it to be a matter of sound public policy to make special provisions for property tax rebates during the 2023-2024 year for the school taxes paid for the 2022-2023 school tax year to that class of senior citizens, widows, widowers, and disabled persons who are real property taxpayers and who are without adequate means of support to enable them to remain in peaceable possession of their homes and relieving their economic burden.

NOW, THEREFORE, the Board of School Directors of the Saucon Valley School District of Northampton County, Pennsylvania, hereby adopts the following Resolution, to be known as the "Senior Citizens Property Tax Rebate Resolution of 2023" to incorporate herein all subsequent amendments, and to conform to current Commonwealth legislation.

Section 1 Definitions

The following words and phrases, when used in this Resolution shall have the meanings ascribed to them in this Section, except where the context clearly indicates or requires a different meaning.

1.1 "Income" means all income from whatever source derived, including but not limited to salaries, wages, bonuses, commissions, income from self-employment, alimony, support money, cash public assistance and relief, the gross amount of any pensions or annuities including fifty percent of Railroad Retirement benefits, fifty percent of all benefits received under the Federal Social Security Act (except Medicaid benefits), all benefits received under State Unemployment Insurance Laws and veterans' disability payments, all interest received from the Federal or any State government or any instrumentality or political subdivision thereof, realized capital gains, rentals, worker's compensation, and the gross amount of loss of time insurance benefits, life insurance benefits, and proceeds (except the first Five Thousand (\$5000.00) Dollars of the total of death benefit payments), and gifts of cash or property (other than transfers by gift between members of a household) in excess of a total value of Three Hundred (\$300.00) Dollars, "Income" shall not include surplus food or other relief of any kind supplied by a governmental agency, any property tax or rent rebate, any inflation dividend, the value of property received by inheritance or the amount of any damages received, whether by civil suit or settlement agreement, on account of personal injuries or sickness.

1.2 "Household income" for the calendar year means all income received by the claimant and all household members while residing in the homestead during the

calendar year during which real property taxes are levied or imposed by the Saucon Valley School District and for which calendar year a rebate is claimed.

1.3 “Homestead” means a dwelling and so much of the land surrounding it as is reasonably necessary for use of the dwelling as a home, owned and occupied by a claimant. A “homestead” shall also include premises occupied by reason or ownership in a cooperative housing corporation, mobile homes which are assessed as realty for local property tax purposes, and the land if owned by the claimant, upon which the mobile home is situated, and other similar living accommodations, as well as a part of a multi-dwelling or multi-purpose building and part of the land upon which it is built. It shall also include premises occupied by reason of the claimant’s ownership of a dwelling located on land owned by a nonprofit incorporated association, of which the claimant is a member if the claimant is required to pay a pro-rata share of the property taxes levied against the association’s land. It shall also include premises occupied by a claimant if he or she is required by law to pay a property tax by reason of his or her ownership in the dwelling, the land, or both. An owner includes a person in possession under a contract of sale, deed of trust, life estate, joint tenancy, or tenancy in common or by reason of descent and distribution.

1.4 “Real Property Taxes” means all taxes on a homestead (exclusive of municipal assessments, delinquent charges, and interest) levied or imposed by the Saucon Valley School District and due and payable during a calendar year.

1.5 “Claimant means a person who files a claim for a property tax rebate and (a) was sixty-five (65) years of age or over, or whose spouse (if a member of the household) was sixty-five (65) years of age or over, during a calendar year in which real property taxes were levied, due and payable: (b) was a widow or widower and was fifty

(50) years of age or over during a calendar year or part thereof in which real property taxes were levied, due and payable, or (c) was a permanently disabled person eighteen (18) years of age or over during a calendar year or part thereof in which real property taxes were levied, due and payable. For the purposes of this Resolution, the term “widow” or “widower” shall mean the surviving wife or surviving husband, as the case may be, of a deceased individual who has not remarried, and the term “permanently disabled person” shall mean a person who is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to continue indefinitely.

Section 2
Property Tax Rebate

2.1 Any claim for a property tax rebate for real property taxes paid to the Saucon Valley School District shall for any calendar year be limited to the excess of real property taxes paid to the District over the real property tax rebate available by reason of the payment of such school taxes under the Senior Citizens Rebate and Assistance Act of the Commonwealth of Pennsylvania. Rent or inflation rebates shall not be considered by the District. The amount of such claim under this Resolution for the 2022 calendar year shall be determined in accordance with the following schedule unless otherwise adjusted by the Board of School Directors:

TABLE A- OWNERS ONLY

TOTAL INCOME From <u>Line 12</u> of your claim form			Your maximum rebate is
0	to	\$8,000	\$650
\$8,001	to	\$15,000	\$500
\$15,001	to	\$18,000	\$300
\$18,001	to	\$35,000	\$250

2.2 The maximum amount of rebate payable to any claimant under this Resolution shall not exceed Six Hundred Fifty (\$650) Dollars per calendar year. The school district will not issue a rebate that when added to the State Rebate would exceed the total amount of the school district property tax paid.

2.3 Constant ownership must be for the full period of time covered by the tax for which the rebate is being sought.

Section 3

Filing of Claim

3.1 A claim for property tax rebate shall be filed with the Business Administrator of the Saucon Valley School District between July 1, 2023 and April 30, 2024 for the 2022-2023 school district property taxes levied. Only one (1) claimant from a homestead each year shall be entitled to a property tax rebate. If two (2) or more persons are able to meet the qualifications for a claimant, they may determine who the claimant shall be. If they are unable to agree, each claimant shall receive one-half (½) of the rebate.

Section 4

Proof of Claim

4.1 Each claim shall include the District's completed rebate Form TRCF-1000, a signed copy of the PA-1000 for 2022, a copy of the PA rebate check received or a copy of the bank statement showing a direct deposit, and a copy of the receipted school tax bill for 2022-2023. It shall not be necessary that such taxes were paid by the claimant himself/herself; provided that the taxes must have been paid no later than the date of filing the claim for rebate.

Section 5

Incorrect Claim

5.1 Whenever the Business Administrator of the Saucon Valley School District finds the claim to have been incorrectly determined, he/she shall re-determine the correct amount of the claim and notify the claimant of the reason for the redetermination and the amount of the corrected claim.

Section 6

Claim Forms

6.1 Claims shall be filed only on forms prepared and provided by the Saucon Valley School District.

Section 7

Fraudulent Claim: Conveyance to Obtain Benefits

7.1 In any case in which a claim is excessive and was filed with fraudulent intent, the claim shall be disallowed in full and a penalty of twenty-five (25%) percent of the amount claimed shall be imposed. The penalty and the amount of the disallowed claim, if the claim had been paid, shall bear interest at the rate of one-half (1/2) of one (1%) percent per month from the date of the claim until repaid. The claimant and any person who assisted in the preparation or filing of a fraudulent claim shall be guilty of a misdemeanor, and, upon conviction thereof, shall be sentenced to pay a fine not exceeding One Thousand (\$1,000.00) Dollars, or undergo imprisonment not exceeding one (1) year, or both.

7.2 A claim shall be disallowed if the claimant received title to the homestead primarily for the purpose of receiving a property tax rebate.

Section 8
Petition for Redetermination

8.1 Any claimant whose claim for a property tax rebate is denied, corrected, or otherwise adversely affected by the Business Administrator of the Saucon Valley School District may file with the Board of School Directors a petition for redetermination within ninety (90) days after the date of mailing of written notice by the Business Administrator of such action. Such petition shall set forth the grounds upon which the claimant alleges that such action of the Business Administrator is erroneous or unlawful, in whole or in part, and shall be accompanied by an affidavit or affirmation that the facts contained therein are true and correct. The Board of School Directors, by designated committee, shall hold such hearings as may be necessary for the purpose of redetermination, and each claimant who has duly filed such petition for redetermination shall be notified by the Board of School Directors of the time when, and the place where, such hearing in his or her case will be held.

Section 9
Severability

9.1 The provisions of this Resolution are severable; if any word, phrase, clause, sentence, section, or provision of this Resolution is for any reason held to be unconstitutional or illegal, or invalid, the decision of any Court shall not affect or impair any of the remaining provisions of this Resolution. It is hereby declared to be the intent of the Board of School Directors of the Saucon Valley School District that this Resolution would have been adopted had such unconstitutional or illegal or invalid word, phrase, clause, sentence, section, or provision thereof not been included herein.

New Subscription Quote



Quote Number: Q052282
Name: Quote for Saucon Valley School District-Clubs and Leagues
Valid Until: 06/30/2023

TeamSnap, Inc.
 2045 W Grand Ave Ste B, PMB 23554
 Chicago, Illinois 60612

Bill To Saucon Valley School District Robert Frey , Pennsylvania 18055 United States	Sold To Saucon Valley School District Robert Frey , Pennsylvania 18055 United States
Start Date: 04/27/2023 Initial Term: 12 Renewal Term: 12 Auto Renew: Yes	Billing Method: Email Payment Method: Credit Card Payment Term: Due Upon Receipt Currency: USD

CHARGE	QUANTITY	EFFECTIVE PRICE	TOTAL
TeamSnap for Clubs & Leagues - Annual Price	750	1,631.15	1,631.15
SPECIAL TERMS & NOTES		Subtotal:	\$1,631.15
Sales Contact: Kerri Brand kerri.brand@teamsnap.com (412) 569-4304	15% Clubs and Leagues discount	Tax:	\$0.00
		TOTAL:	\$1,631.15

STEP 1: SIGN BELOW FOR APPROVAL

SIGNATURE: _____ DATE: _____

STEP 2: PROVIDE ELECTRONIC PAYMENT METHOD

The following terms and conditions, in addition to those Terms of Service found at <https://www.teamsnap.com/terms>, govern your access to, and use of, the TeamSnap.com website (the "Service") operated by TeamSnap, Inc. ("TeamSnap"). Collectively, the terms and conditions are referred to herein as the "Service Terms"

By clicking on the "I Agree" checkbox or by providing e-signature of received electronic Terms of Service or by accessing, browsing, or otherwise using the site, you agree to be bound by the Service Terms and any of the related policies or guidelines, including any subsequent changes or modifications to them. If you do not agree to the Service Terms or any changes, do not access or otherwise continue to use this site.

Other Applicable Terms

Privacy. Refer to [TeamSnap's Privacy Policy](#) to understand how TeamSnap collects, uses and discloses your personal information. The Service is not directed to, and not intended for the use of, children under the age of 13. If you are under the age of 13, do not register or submit any personal information to the Service.

Conduct Policy. You agree to the terms of [TeamSnap's Conduct Policy](#) related to your use of the Service, including your submission of any data, text, photographs, graphics, messages, ratings, forum postings, comments or other materials (collectively, "User Content"). The Conduct Policy is located at the end of, and is a part of, these Service Terms.

TeamSnap Payments Service: Unless otherwise clearly stated, TeamSnap payment processing services are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to the Service Terms or continuing to utilize TeamSnap for payment processing services, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of TeamSnap enabling payment processing services through Stripe, you agree to provide TeamSnap accurate and complete information about you and your business, and you authorize TeamSnap to share with Stripe such information and transaction information related to your use of the payment processing services provided by Stripe.

TeamSnap Payments Service Acceptable Use Policy: You are independently responsible for complying with all applicable laws in all of your actions related to your use of TeamSnap's Payment service, regardless of the purpose of the use. In addition, you must adhere to the terms of this Acceptable Use Policy.

Fees and Payment

- (a) **Fees.** You agree to pay all fees specified in your invoiced billing plan hereunder for TeamSnap as set forth in such Invoice. Except as otherwise specified herein or in an Invoice, (i) fees are quoted and payable in United States dollars (ii) fees are based on TeamSnap services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Invoice. Subscription fees are based on annual periods that begin on the subscription start date and thereafter on each annual anniversary thereof, as set forth in the Invoice; therefore, fees for subscriptions added in the middle of a period will be charged for that full period
- (b) **Invoicing and Payment.** You will provide TeamSnap with valid and updated credit card or bank account information, or make payment via check. If You provide credit card or bank account information to Us, You authorize Us to charge such credit card or bank account for all TeamSnap services listed in the Invoice for the initial subscription term and any renewal subscription term(s) as set forth in Section (c) (Term of Purchased User Subscriptions) below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Invoice. If the Invoice specifies that payment will be by a method other than a credit card or bank account, We will invoice You in advance and otherwise in accordance with the relevant Invoice. Unless otherwise stated in the Invoice, invoiced charges are due upon receipt. You are responsible for maintaining complete and accurate billing and contact information in TeamSnap.
- (c) **Changes to Fees.** Fees set forth in the Invoice shall remain fixed for the length of the term specified in the order form. Following the expiration of the initial term TeamSnap may modify the fees payable for the Services once per calendar year by an amount not to exceed six percent (6%) per year.
- (d) **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the applicable Invoice and continue for the subscription term specified therein. Except as otherwise specified in the applicable Invoice, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter) at the list price in effect at the time of renewal unless You give Us written notice of termination at least thirty (30) days prior to the end of the relevant subscription Term.
- (e) **Suspension of TeamSnap Service and Acceleration.** If any amount owing by You under this or any other agreement for TeamSnap services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Your use of the TeamSnap services until such amounts are paid in full.
- (f) **Payment Disputes.** We shall not exercise Our rights under Section (e) above (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute immediately.
- (g) **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state,

provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

Limited Liability

In no event shall we be liable for any indirect, special, incidental, consequential or punitive damages (including but not limited to loss of use, loss of profits, or loss of data) whether in an action in contract, tort (including but not limited to negligence), equity or otherwise, arising out of or in any way connected with: (A) the use of or inability to use this site or the materials therein including as a result of any (I) Termination or suspension of this agreement of your use of or access to the service offerings, (II) Our discontinuation of any or all of the service offerings, or, (III) Any unanticipated or unscheduled downtime of all or a portion of the services for any reason, including as a result of power outages, system failures, or other interruptions (B) The cost of procurement of substitute goods or services; (C) Any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the service offerings; or (D) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data. In any case, our and our affiliates' aggregate liability under this agreement will be limited to the amount you actually pay us under this agreement for the service that gave rise to the claim during the 12-months preceding the claim.