

# 3. The Ohio Casualty Insurance Company

HAMILTON, OHIO

92008386

A Stock Company

## PUBLIC EMPLOYEES POSITION-SCHEDULE BOND DECLARATIONS

No 1596564

Item 1. Name of Oblige: School Town of Highland  
of: Highland, Indiana

Item 2. Bond Period: from the beginning of September 1, 1991  
(month, day and year)

to 12 o'clock night on the effective date of the cancellation or termination of this bond as provided in the Fourth and/or Fifth Condition of Section A.

Item 3. Position's covered hereunder and limits of liability as to each position:

1. NO.	2. POSITION	3. LOCATION	4. No. of Positions Bonded	5. Amount of Bond For Each	6. PREMIUM
1.	Treasurer, Senior High School Extra Curricular Activities Fund	Highland, IN	One	\$5,000.00	\$ 20.00
2.	Treasurer, Southridge Elementary School Extra Curricular Activities Fund	Highland, IN	One	\$5,000.00	\$ 20.00
3.	Treasurer, Mildred Merkley Elementary School Extra Curricular Activities Fund	Highland, IN	One	\$5,000.00	\$ 20.00
4.	Director, Food Services	Highland, IN	One	\$5,000.00	\$ 20.00
5.	Treasurer, Junior High School Extra Curricular Activities Fund	Highland, IN	One	\$5,000.00	\$ 20.00
6.	Treasurer, Allen J. Warren Elementary School Extra Curricular Activities Fund	Highland, IN	One	\$5,000.00	\$ 20.00
7.	Treasurer, Johnston Elementary School Extra Curricular Activities Fund	Highland, IN	One	\$5,000.00	\$ 20.00

(If space insufficient, continue on attached sheet)

TOTAL PREMIUM \$ 140.00

Item 4. The Oblige, by the acceptance of this Bond, gives notice to the Surety terminating or canceling prior bond (s) No (s). 1-595-468-9

such termination or cancellation to be effective as of the time this Bond becomes effective.

SIGNED, SEALED and DATED this 30th day of January, 19 92

THE OHIO CASUALTY INSURANCE COMPANY

By Paula Sue Christ  
Paula Sue Christ, Attorney-in-fact

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The Ohio Casualty Insurance Company, hereinafter called the Surety, in consideration of the payment of the premium and subject to the Declarations made a part hereof, and to all the conditions and other terms of this bond, agrees to indemnify the Obligee for direct loss through the failure of any person now or hereafter filling any position named in Item 3 of the Declarations, acting alone or in collusion with others, to perform faithfully his duties during the period that this bond is in force. The amount of indemnity on each position is limited to that amount set forth in Column 5 opposite the name of that position in Item 3 of the Declarations.

This bond is executed and accepted subject to the agreements and limitations set forth in Section A hereof, and to the conditions set forth in Section B hereof, which conditions shall be conditions precedent to recovery hereunder.

### SECTION A—

**Continuation** FIRST: This bond, if written for a definite term, may be continued in force from time to time by continuation certificate executed by the Surety.

**Liability Non-Cumulative** SECOND: Regardless of the number of years this bond shall continue or be continued in force, and of the number of annual premiums that shall be payable or paid, the Surety shall not be liable hereunder on account of defaults as aforesaid committed: (a) by any person filling any position covered hereunder for a larger amount in the aggregate than the amount set opposite the name of such position in Item 3 of the Declarations, or for which added thereto; or (b) by any person filling, at the same time or at different times, two or more positions covered hereunder in the same amount, for more in the aggregate than said last mentioned amount; or (c) by any person filling, at the same time or at different times, two or more positions covered hereunder in different amounts, for more in the aggregate than the larger or largest of said last mentioned amounts.

**Addition of New Positions** THIRD: If the Obligee shall request the Surety to add to Item 3 of the Declarations any position not named therein, and the Surety shall elect so to do, the Surety shall add the name of such position to Item 3 of the Declarations by written acceptance setting forth the amount of suretyship and the time from which effective.

**Cancellation** FOURTH: Either the Surety or the Obligee may cancel this bond as an entirety or as to any person or position, by written notice served upon, or sent by registered mail to, the other, and specifying therein the effective date of such cancellation. Such date, if the notice be served by the Surety, shall be not less than twenty-five days after such service, or if sent by the Surety by registered mail, not less than thirty days after the date borne by the sender's registry receipt. In case of cancellation the Surety shall, on written demand, refund to the Obligee any unearned premium, but any premium refunded on account of any position covered hereunder shall be repaid to the Surety in case of payment of loss on account of such position.

**Termination as to Employee** FIFTH: This bond shall terminate as to future acts of any person filling any position covered hereunder immediately upon discovery by the obligee of the failure of any such person to faithfully perform his duties.

**Obligees Required to Cover all Positions of the Same Designation**

SIXTH: In case all of the positions of the same designation are not covered hereunder, then the liability of the Surety on account of any person filling any position of such designation shall not exceed in the aggregate the quotient resulting from dividing the sum of the amounts carried hereunder on such positions by the number of such positions.

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### SECTION B—

**Notice to Surety of Loss**

FIRST: The Obligee shall notify the Surety by telegram or registered letter addressed and sent to it at its home office in the City of Hamilton, Ohio, of any default hereunder on the part of any person filling any position covered hereunder, within a reasonable time after discovery thereof by the Obligee, or if a corporation, by any director thereof or by any officer thereof not in collusion with such person. Such notice shall set forth the name and address of the person causing such loss and the position filled by such person.

**Filing of Claim**

SECOND: Within ninety days after discovery as aforesaid of any default hereunder, the Obligee shall file with the Surety affirmative proof of loss, itemized and duly sworn to, on proof of loss form in use by the Surety, and shall, if requested by the Surety, produce from time to time, for examination by its representatives, all books, documents and records pertaining to such default.

**Filing of Suit**

THIRD: Any suit to recover against the Surety on account of loss hereunder shall be brought before the expiration of twelve months from the discovery, as aforesaid, of such default.

**Statutory Limitations**

FOURTH: If any limitation herein for giving notice, filing proof of loss or bringing suit is prohibited or made void by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**Riders**

FIFTH: The liability of the Surety hereunder is subject to the terms and conditions of the following riders attached thereto:

IN WITNESS WHEREOF, The Surety has caused this Bond to be executed on the Declarations page.

**CERTIFIED COPY OF POWER OF ATTORNEY**  
**THE OHIO CASUALTY INSURANCE COMPANY**

HOME OFFICE, HAMILTON, OHIO

No. 25-878

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Paula Sue Christ - - - - - of Indianapolis, Indiana - - - - -

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE HUNDRED THOUSAND - - - - - (\$ 500,000.00 - - ) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.



In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 11th day of September 1989.

(Signed)

*[Handwritten Signature]*  
Assistant Secretary

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STATE OF OHIO,  
COUNTY OF BUTLER

SS. **This Document is the property of**

On this 11th day of September A. D. 1989 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came John B. Vail, Assistant Secretary - - - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed)

*[Handwritten Signature]*  
Notary Public in and for County of Butler, State of Ohio  
My Commission expires December 25, 1991

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

**"ARTICLE VI"**

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

**CERTIFICATE**

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 30<sup>th</sup> day of Jan. A. D., 1992



*[Handwritten Signature]*  
Assistant Secretary