

The Ohio Casualty Insurance Company

HAMILTON, OHIO

(A Stock Company, herein called Surety)

3

Duplicate Original

PUBLIC EMPLOYEES NAME SCHEDULE BOND

DECLARATIONS

No. 3-692-629

Item 1. Name of Oblige: **State of Indiana for the Use and Benefit of the School Town of Highland**

of: **9145 Kennedy Avenue, Highland, IN 46322**

Item 2. Bond Period: from the beginning of **October 1, 2002**
and ending on **October 1, 2003**
to 12 o'clock night on the effective date of the cancellation or termination of this bond as provided in Condition 4.

Item 3. Employees covered hereunder and limits of liability as to each employee:

NO.	NAME	POSITION	AMOUNT	PREMIUM
1.	Mary Lewis	Scheduling Aide	5,000.00	100.00

(If space insufficient, continue on attached sheet)

Total Premium	\$100.00
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Item 4. The Oblige, by the acceptance of this Bond, gives notice to the Surety terminating or canceling prior bond(s) No(s). 3-689-215 such termination or cancellation to be effective as of the time this bond becomes effective.

SIGNED, SEALED and DATED this 31st day of July, 2002

By

Denise M. Reister

Denise M. Reister, Attorney-in-fact

N/C

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 Obligees for direct loss caused to the Obligees through the failure of any of the employees, acting alone or in collusion with others, to perform faithfully his duties during the bond period, the amount of indemnity on each of such employees being the amount set opposite his name in Item 3 of the Declarations.

SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

1. If the Obligees shall desire to add the names of other employees to the Schedule in Item 3 of the Declarations, or to remove therefrom the names of any employees, or to increase or decrease the suretyship limit in respect to any employees, and shall give written notice to the Surety of such desire, and if the Surety elects to do so, said Schedule shall be deemed to be amended in accordance with the written notice of the Surety.
2. The Surety's liability as to any employee shall not exceed the amount set opposite such employee's name in Item 3 of the Declarations, or in any Acceptance Notice or Increase or Decrease Certificate in force, when the failure of the employee to perform faithfully his duties shall have occurred, and shall in no event exceed in the aggregate the largest single amount for which the employee may have, at any time, been bonded hereunder. In no event shall the Surety's liability as to any employee be cumulative, even though this suretyship continue from year to year, more than one premium be paid, increases or decreases be made in the amount of suretyship or such employee occupy more than one position.
3. Upon discovery of loss the Obligees shall give written notice to the Surety as soon as practicable and shall within six months from date of discovery of loss file with the Surety at its Home Office in Hamilton, Ohio itemized Statement of Claim with full particulars. The Surety shall have the privilege of examining all records and evidence pertaining to the loss. No suit, action or proceedings shall be brought against the Surety (a) after the expiration of the time in which an action, suit or proceeding could be brought by the Obligees against the Employee for the recovery of such loss, or (b) after the expiration of three years from the cancellation of this bond as to any employee or as an entirety, whichever, (a) or (b), occurs first; provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law. In any action, suit or proceeding, the Employee causing such loss shall be named as a party defendant and shall be served with process therein, if he can be found within the jurisdiction.
4. This insurance shall terminate as to any employee: (a) immediately on discovery by the Obligees of any failure on the part of the employee to perform faithfully his duties; (b) upon the death, resignation or removal of such Employee; or (c) on a date specified in a written notice by the Obligees to the Surety or in a written notice of at least thirty days given by the Surety to the Obligees. The termination of this suretyship as an entirety may be effected as provided in (c) or by mutual agreement. In the event of any termination under (b) or (c), the Surety, on demand, shall refund the unearned premium. If the Obligees requests termination, the earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety requests termination, the earned premium shall be computed pro rata.

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
WEST AMERICAN INSURANCE COMPANY

No. 34-911

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, do hereby nominate, constitute and appoint: **Denise M. Reister of Indianapolis, Indiana** its true and lawful agent (s) and attorney (s)-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** 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 Companies, 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 Companies at their administrative offices 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 and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **17th day of April, 2000.**



Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **17th** day of **April, 2000** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN 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 Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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.



Barbara Hoffman

Notary Public in and for County of Butler, State of Ohio
My Commission expires **September 25, 2002.**

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, extracts from which read:

Article VI, Section 7. APPOINTMENT OF ATTORNEYS-IN-FACT, ETC. "The chairman of the board, the president, any vice-president, the secretary or any assistant secretary of each of these Companies 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 Companies 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."

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS. "The Chairman of the Board, the President, any Vice President, a 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 corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of surety-ship or guarantee, and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of any 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 respective directors of the Companies (adopted May 27, 1970-The Ohio Casualty Insurance Company; adopted April 24, 1980-West American Insurance Company):

"RESOLVED that the signature of any officer of the Company authorized by 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 and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above Resolution of their Boards 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 seals of the Companies this 31st day of July, 2002.



Mad E. Schmidt

Assistant Secretary