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# The Ohio Casualty Insurance Company

HAMILTON, OHIO  
A Stock Company

## PUBLIC EMPLOYEES POSITION SCHEDULE BOND DECLARATIONS

No. 3-692-136

2004  
APR 30 2 13

**Item 1.** Name of Oblige: **State of Indiana for the Use and Benefit of Lake Station Community Schools**  
of: **2500 Pike Street, Lake Station, IN 46405**

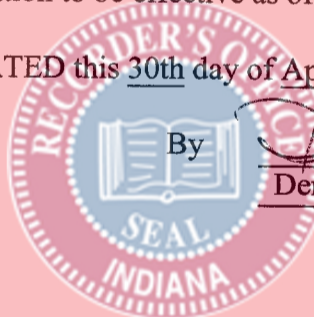
**Item 2.** Bond Period: from the beginning of **July 1, 2004**  
and ending on **July 1, 2005**  
to 12 o'clock night on the effective date of the cancellation or termination of this bond as provided in the Fourth and/or Fifth Condition of Section A.

**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.	Principal Extra-Curricular Treasurer Virgil I. Bailey	Lake Station, IN	One (1)	5,000.00	15.80
2.	Principal Extra-Curricular Treasurer Central Elementary School	Lake Station, IN	One (1)	5,000.00	15.80
3.	Principal Extra-Curricular Treasurer Alexander Hamilton Elementary School	Lake Station, IN	One (1)	5,000.00	15.80
4.	Principal Extra-Curricular Treasurer Edison Jr. High School	Lake Station, IN	One (1)	5,000.00	15.80
5.	Extra-Curricular Treasurer Edison Senior High School	Lake Station, IN	One (1)	5,000.00	15.80
6.	Principal Extra-Curricular Treasurer Carl J. Polk Elementary School	Lake Station, IN	One (1)	5,000.00	15.80
7.	Bookkeeper Virgil I. Bailey Elementary School	Lake Station, IN	One (1)	5,000.00	15.80
(If space insufficient, continue on attached sheet)					Total Premium
					\$158.00

**Item 4.** The Oblige, by the acceptance of this Bond, gives notice to the Surety terminating or canceling prior bond(s) No(s). such termination or cancellation to be effective as of the time this bond becomes effective.

SIGNED, SEALED and DATED this 30th day of April, 2004



By

*Denise M. Reister*  
Denise M. Reister, Attorney-in-fact

CC  
TC

PUBLIC EMPLOYEES POSITION SCHEDULE BOND

1. NO.	2. POSITION	3. LOCATION	4. No. of Positions Bonded	5. Amount of Bond For Each	6. PREMIUM
8.	Bookkeeper Central Elementary School	Lake Station, IN	One (1)	5,000.00	15.80
9.	Bookkeeper Carl J. Polk Elementary School	Lake Station, IN	One (1)	5,000.00	15.80
10.	Bookkeeper Alexander Hamilton Elementary School	Lake Station, IN	One (1)	5,000.00	15.80



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 Obligees 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 Obligees 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 Obligees 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 Obligees 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 total of the amounts carried hereunder on such positions by the number of such positions.

**SECTION B -**

**Notice to Surety of Loss** FIRST: The Obligees 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 Obligees, 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.

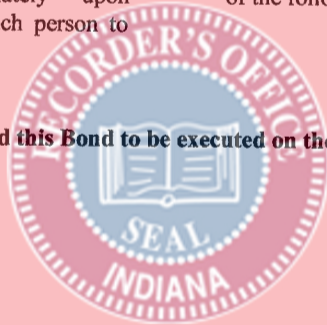
**Filing of Claim** SECOND: Within ninety days after discovery as aforesaid of any default hereunder, the Obligees shall file with the Surety affirmative proof of loss, itemized and duly sworn to, on proof of loss form in use by the Surety, and shall, if requested by the Surety, produce from time to 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.





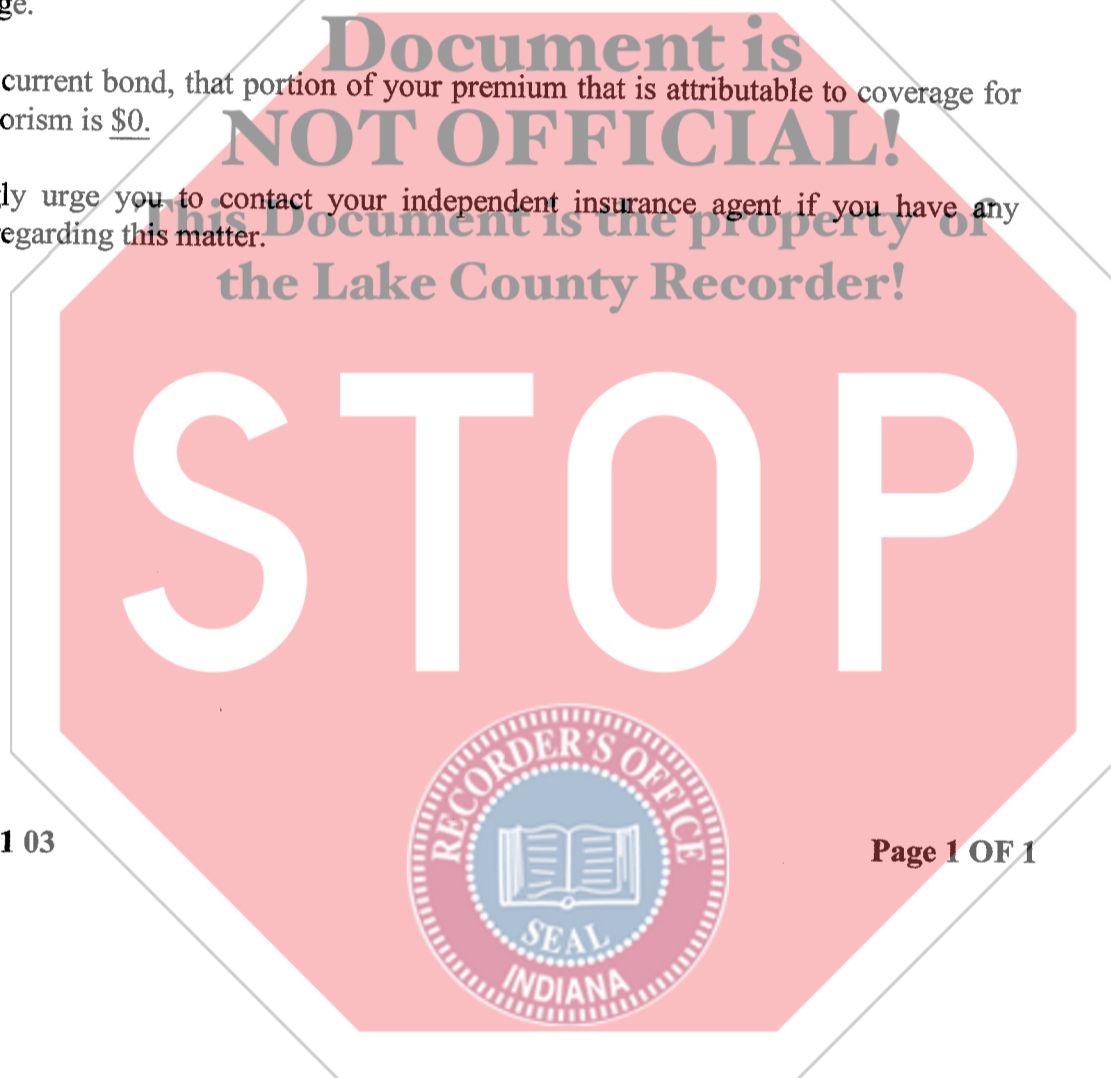
BOND NUMBER: 3-692-136

**DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE**

After the September 11, 2001 collapse of the World Trade Center, some insurance and reinsurance companies excluded coverage for terrorist events from their policies. The economy was affected, to the extent that \$15 billion dollars of new construction was cancelled or delayed. As an economic aid, the Federal Government has enacted the Terrorism Risk Insurance Act of 2002. As part of the act, we are required to notify you that subject to the terms and conditions as stated in your applicable bond forms, coverage for losses sustained by acts of terrorism is already included in your current bond. Effective November 26, 2002, under your existing bond, losses caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002 would be partially reimbursed by the Federal Government under a formula established by federal law. Under this formula, the Federal Government pay 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Under the current bond, that portion of your premium that is attributable to coverage for acts of terrorism is \$0.

We strongly urge you to contact your independent insurance agent if you have any questions regarding this matter.



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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 I 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 **30th** day of **April, 2004.**



*Mark L. Schmidt*  
Assistant Secretary

S-4300

