

# The Ohio Casualty Insurance Company

HAMILTON, OHIO

LAKE COUNTY

FILED FOR RECORD

## PUBLIC EMPLOYEES POSITION SCHEDULE BOND

2008 SEP 17 PM 12:36

DECLARATIONS

MICHAEL A. BROWN  
RECORDER

3 2008 065294

No. 3-982-708

**Item 1.** Name of Oblige: **State of Indiana for the Use and Benefit of Forest Community School Corporation**  
of: **3250 Michigan St., Hobart, IN 46342**

**Item 2.** Bond Period: from the beginning of **August 23, 2008**  
and ending on **August 23, 2009**  
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.	Cashier(s)	Hobart, IN	Three (3)	10,000.00	132.00
2.	Courier	Hobart, IN	One (1)	10,000.00	44.00
3.	Food Service Director	Hobart, IN	One (1)	10,000.00	44.00
4.	Extra Curricular Treasurer	Hobart, IN	One (1)	10,000.00	44.00
(If space insufficient, continue on attached sheet)					Total Premium \$264.00

**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 2nd day of September, 2008, 2008

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law.

By

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

F-4583

N/C

LP

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.

CERTIFIED COPY OF POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY  
WEST AMERICAN INSURANCE COMPANY

No. 40-819

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: **Rick Reister, Stephen R. Graf, Denise M. Reister or Kim Worrell 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 Fairfield, 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 **25th day of March, 2008**.



*Sam Lawrence*

Sam Lawrence, Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this **25th day of March, 2008** 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 deposes and says 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.



**Document is NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder

*Cheryl S. Gregory*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires **August 5, 2012**.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. **Appointment of Attorneys-in-Fact.** The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation 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 to, and to execute, attach the seal of the corporation to, 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, partnership, limited liability company or other entity, 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 any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

**RESOLVED**, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, 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 2nd day of September, 2008



*Mad E. Schmidt*

Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-513-867-3471 between 9:00 am and 4:30 pm EST on any business day.