

# The Ohio Casualty Insurance Company

HAMILTON, OHIO

## PUBLIC EMPLOYEES POSITION SCHEDULE BOND DECLARATIONS

No. 3-982-708

2013091062

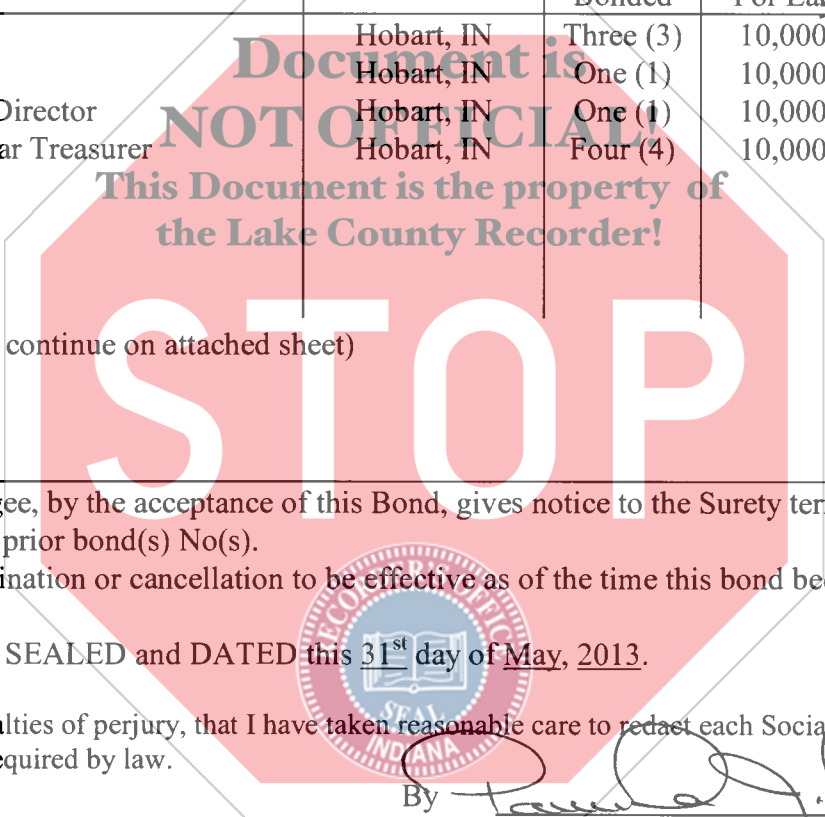
**Item 1.** Name of Oblige: **State of Indiana for the Use and Benefit of River Forest Community School Corporation**  
of: **3250 Michigan St., Hobart, IN 46342** ←

**Item 2.** Bond Period: from the beginning of **August 23, 2013**  
and ending on **August 23, 2014**  
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	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
6.	Extra Curricular Treasurer	Hobart, IN	Four (4)	10,000.00	176.00
(If space insufficient, continue on attached sheet)					<b>Total Premium</b>
					<b>\$396.00</b>

S M E I T I N D  
 LAKE COUNTY  
 FILED FOR RECORD  
 2013 DEC 12 AM 11:33  
 MICHAEL D. BROWN  
 RECORDER



**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 31<sup>st</sup> day of May, 2013.

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 [Signature]  
Pamela J. Dunn, Attorney-in-fact

NE  
NON CURA  
PP.

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 Oblige 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 Oblige 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 Oblige 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 Oblige 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.

**Oblige 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 Oblige 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 Oblige, 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 Oblige 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.

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6340089

American Fire and Casualty Company    Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company    West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy L. Knox; Andrew L. Eickholt; Christopher J. Rambow; Pamela J. Dunn; Rick Reister; Stephen R. Graf

all of the city of Indianapolis state of IN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of November, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON                      ss  
COUNTY OF KING

On this 5th day of November, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

**Document is NOT OFFICIAL!**

By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of May, 2013.



By: David M. Carey  
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.