

Re: Joseph Blood
106058

FILED

MAY 17 2013

COMMON PLEAS COURT
JUVENILE DIVISION
LAKE COUNTY, OHIO

IN THE COURT OF COMMON PLEAS
JUVENILE DIVISION
LAKE COUNTY, OHIO

In re:) Case No. 2012 DP 1400
))
 JB) JUDGE KAREN LAWSON
) Magistrate Janette Bell
Alleged Dependent Child.)
) AGREED JUDGMENT ENTRY

This matter came on for trial this 15th day of May, 2013 on paternal aunt, Kellie Blood, motion for legal custody before Magistrate Janette Bell having been first duly appointed by the Honorable Karen Lawson, Lake County Court of Common Pleas, Juvenile Division Judge. Present in Court were Assistant Prosecutor Jackie O'Donnell on behalf of the Department of Job and Family Services, Mother, Cetina Edwards, *pro se*, Father, Joseph Blood, Jr., represented by Matthew C. Bangerter, Paternal Aunt, Kellie Blood, represented by Laura A. DePledge and John W. Shryock, Guardian Ad Litem.

The parties having first had an opportunity to negotiate the terms herein, now agree that until further order of the Court:

IN THE BEST INTEREST OF THE CHILD (GMB)

1. Paternal Aunt Kellie Blood shall be granted legal custody of the minor child, Joseph Blood, III (d.o.b. 2/5/10). The child shall make his primary residence with Kellie Blood. Kellie Blood shall be the residential parent for school purposes.
2. Unless the parties agree otherwise, Father and Mother shall have parenting time pursuant to Local Rule V. For purposes of implementing Rule V, paternal aunt shall be the residential parent and Father and Mother shall be the nonresidential parent. The parties further agree that Mother's parenting time shall be supervised by Father or another appropriate adult agreed upon by all parties. A copy of the Lake County Court of Common Pleas, Juvenile Division, Rule V is attached hereto as Exhibit 1.

3. The parties further agree that in the event Father wishes to pursue a modification of legal custody of the minor child, the following conditions will be considered a change of circumstances, to wit: For a period of two consecutive years, Father must maintain independent, stable housing, have no further drug involvement, and have no further criminal involvement.
4. Kellie Blood shall provide health insurance coverage for the minor child.
5. ~~Kellie Blood shall claim the minor child for all federal, state, and local income tax purposes and any other related benefit.~~
6. Child Support:
 - a. Commencing June 1, 2013, when health insurance is available, Father should pay to Kellie Blood through the Department of Job and Family Services the sum of \$191.11/per month/per child. When health insurance is NOT available, Father should pay to Kellie Blood Department of Job and Family Services the sum of \$179.62/per month/per child. When health insurance is NOT available, Father shall pay cash medical support shall be paid in the amount of \$0.00/per month/per child. However, the parties agree that a Deviation is in the best interest of the minor child. Therefore, Father shall pay child support to Kellie Blood through the Department of Job and Family Services the sum of \$50.00/per month/per child. A copy of the Child Support Guideline Worksheet and Deviation Worksheet is attached hereto as Exhibits 2 and 3. Cash medical support cannot be waived or deviated.
 - b. Commencing June 1, 2013, when health insurance is available, Mother should pay to Kellie Blood through the Department of Job and Family Services the sum of \$191.11/per month/per child. When health insurance is NOT available, Mother should pay to Kellie Blood Department of Job and Family Services the sum of \$179.62/per month/per child. When health insurance is NOT available, Mother shall pay cash medical support shall be paid in the amount of \$0.00/per month/per child. However, the parties agree that a Deviation is in the best interest of the minor child. Therefore, Mother shall pay child support to Kellie Blood through the Department of Job and Family Services the sum of \$50.00/per month/per child. A copy of the Child Support Guideline Worksheet and Deviation Worksheet is attached hereto as Exhibits 4 and 5. Cash medical support cannot be waived or deviated.

Protective supervision is terminated.

OS 8 PAINESVILLE CITY LOCAL SCHOOL DISTRICT
SHALL BEAR THE COST OF THE MINOR CHILD'S
EDUCATION DURING THIS PLACEMENT. (gmb)

All pending motions not specifically addressed herein are dismissed. All third parties are dismissed, except for Kellie Blood. All restraining orders, if any, are terminated.

Court Costs ARE DIVIDED EQUALLY

IT IS SO ORDERED. BETWEEN Kellie Blood, Joseph Blood, Jr AND CETINA EDWARDS

Judge Karen Lawson

AND THE DUE IN FULL WITHIN THIRTY (30) DAYS, COSTS,

Jackie O'Donnell, Assistant Prosecutor

Magistrate Janette M. Bell

Cetina Edwards, Mother, pro se

Joseph Blood, Jr., Father

Kellie Blood, Paternal Aunt

Matthew C. Bangerter, Esquire 0081898
Attorney for Father

Laura A. DePledge, Esquire 0067632
Attorney for Kellie Blood

John W. Shyrock, Esquire
Guardian Ad Litem

CERTIFICATION OF SERVICE OF COPY OF THIS DOCUMENT ON 02/11/13 BY SKA TO: C. Edwards, R. Blood, L. DePledge, J. Blood, Jr., M. Bangerter, J. Shyrock, CSDA, Pros