

IN THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI  
FAMILY COURT DIVISION

In the Interest of:

[REDACTED]

Case ID No. 07CY-JU00179

a child under 17 years of age

FINDINGS OF FACT AND JUDGEMENT

The Court heard evidence on February 21, April 18, June 6, July 11, August 14 and August 15, 2008, when the Juvenile Officer, Alan M. Gremler, and Deputy Juvenile Officer, Janet L. Wright, appeared in person and by attorney, William Shull, appeared in support of the Petition to Terminate Parental Rights. The mother, [REDACTED], appeared in person and by attorney, Jack Lewis. The father, [REDACTED], failed to appear although duly served by publication. The child appeared by guardian ad litem, Jacklyn Rapp. Kelly Rosine Ruark appeared as attorney for the guardian ad litem.

FINDINGS APPLICABLE TO ALL COUNTS

THE COURT, upon a full and complete hearing, and based on clear, cogent and convincing evidence, finds as follows:

1. That the Circuit Court of Clay County, Missouri, Family Court Division, has jurisdiction in this proceeding for termination of parental rights of [REDACTED]

~~Bartolo Silvestro~~

2. The petitioner is not related to [REDACTED]

3. [REDACTED], a male child born on May 8, 2002, in Jackson County, Missouri, is a resident of Clay County, Missouri.

4. [REDACTED] was born in wedlock.

5. The mother of the child is [REDACTED]. Her birthdate is J [REDACTED], 19 [REDACTED].

[REDACTED] Her address is [REDACTED].

6. At the time of the child's birth, [REDACTED] was married to [REDACTED].

[REDACTED]. He is listed as the father on the child's birth certificate. His birthdate, address and current whereabouts are unknown.

7. There is no other person who has come forward to affirmatively assert his paternity of the child.

8. The agency having legal custody of [REDACTED] is the Clay County Children's Division.

9. This Court, on the 23rd day of November 2005, found that [REDACTED] came within the jurisdiction of the Court in Cause No. 7JU105000188 and by order duly entered made the child a ward of the Court until 17 years of age and placed her in the care and custody of the Children's Division for placement in alternative care.

10. The child has been in foster care for at least fifteen of the most recent twenty-two months.

#### COUNT 1

#### FINDINGS RELATED TO FRANCES KAY SILVERIO

11. The child has been abused or neglected while within the custody of [REDACTED] in that she has repeatedly or continuously failed, although physically and financially able, to provide the child with adequate food, clothing, shelter, or other care and control necessary for the child's physical, mental, or emotional health and development. In that she was unable or willing to take the steps necessary to provide a

safe environment for the minor child. She would sleep or be inattentive to the child, resulting in the child being in harm's way. During mother's parenting time, home services workers would have to provide control and supervision for the minor child to keep the minor child safe.

12. The Court finds that the conditions that led to the assumption of jurisdiction still persist, including but not limited to, the failure to provide the child with an safe and stable residence. These conditions will likely continue in the future, and are of a harmful nature to the child, both now and in the future, and there is little likelihood that those conditions will be remedied at an early date so that the child can be returned to the parent in the near future.

13. The continuation of the mother-child relationship greatly diminishes the child's prospects for early integration into a stable and permanent home.

14. Pursuant to Section 211.447.5 (3) RSMo., as amended:

(a) Since November 2005 the Clay County Children's Division has made diligent and repeated efforts to aid the mother to provide a proper home for the child. [REDACTED] has been presented with various Written Service Agreements by the Clay County Children's Division, which were designed to aid and cause her to rectify conditions which led to the assumption of jurisdiction so that the child could safely be returned to her. Despite these efforts, [REDACTED] has been unable or unwilling to benefit from the services or to sufficiently comply with the terms of the various written service agreements so as to adequately and consistently provide her child with a safe,

stable and permanent residence, as more particularly described as follows:

(1) Exhibit 5 (Written Service Agreement dated November 23, 2005 until February 2006) Mother failed to comply with the terms of this Written Service Agreement by failing obtain/maintain stable housing.

(2) Exhibit 6 (Written Service Agreement dated May 2006 through November 2006) Mother failed to comply with the terms of this Written Service Agreement by failing obtain/maintain stable housing.

(3) Exhibit 7 (Written Service Agreement dated December 2006 through June 2007) Mother complied with the terms of this Written Service Agreement.

(4) Exhibit 8 (Written Service Agreement dated April 2007 until October 2007) Mother initially complied with the terms of this Written Service Agreement though as time passed she failed to comply with the terms by failing to provide the Children's Division with a list of her current doctors, failing to provide the Children's Division with a list of all her current medications, failing to continue to see a therapist regularly, failing to implement the recommendations of her nutritional assessment, failing to keep track of her blood sugars after May 2007, and failing to continually provide a budget or spending log.

(5) Exhibit 9 (Written Service Agreement dated October 2007 until February 2008) Mother failed to comply with the terms of this Written Service Agreement by failing to provide the Children's Division with a list of her current doctors, failing to attend and participate in the PAUSE parenting class, failing to provide the Children's Division with a list of all her current medications, failing to attend weekly individual therapy sessions, failing to implement the recommendations of her nutritional assessment, failing to keep track of her blood sugars, failing to provide a budget or spending log, failing to maintain regular contact with the Children's Division worker.

(b) The Children's Division has offered aid and assistance to the mother on a continuing basis in an attempt to adjust her circumstances or conduct to provide a proper home for the child as more particularly described as follows:

(1) The Children's Division attempted to assist the mother by entering into Written Service Agreements beginning in November 2005 and ending in February 2008, to adjust the mother's circumstances or conduct to provide a proper home for the child, but the mother failed to comply;

(2) The Children's Division offered psychological evaluations, parenting classes, parent aid services, therapeutically supervised visits, anger management classes, psychiatric services, nutritional assessment, budgeting assistance, family counseling and individual counseling, but all aid failed to adjust the mother's circumstances due to lack of effort by the mother.

(c) The Court finds this section is not relevant in the termination of the parental rights of [REDACTED] in, to and over [REDACTED], in that she is not found to have a mental condition which is permanent, untreatable or which prevents her from providing the necessary care, custody and control over the child;

(d) The Court finds this section is not relevant as the Court finds [REDACTED] has no chemical dependency which prevents her from consistently providing the necessary care, custody and control over the child.

15. By her own deliberate acts, [REDACTED] has diminished her ability to have a relationship with the child. She has shown a lack of commitment to and disinterest in the welfare of the child. She has failed to successfully complete attendance in counseling. She has been inattentive or slept during her parenting time resulting in risk for the minor child. Based thereon, there is little likelihood that services would bring about lasting parental adjustment enabling a return of the child to the parent within an ascertainable period of time.

16. The Court, in considering whether to terminate the parent-child relationship pursuant to subdivision (3) of subsection 5, of Section 211.447 RSMo., as amended, has evaluated and made findings concerning the following factors, all as required by RSMo. 211.447.7 (1), (2), (3), (4), (5), (6), and (7).

1. [REDACTED] has not maintained an emotional tie with the mother even through visitation.
2. Although [REDACTED] maintained regular visitation with the child, she has been inattentive or slept during her visitation, putting the minor child at risk.
3. Although [REDACTED] has not monetarily contributed towards the cost of care and maintenance of the child she has provided for him during times he was in her home.
4. Based on evidence heard, the Court concludes it is unlikely that additional services would bring about the return of the child to a parent within an ascertainable amount of time.
5. [REDACTED] has failed to show substantial interest in or commitment to this child by failing to complete her Written Service Agreements.
6. The Court finds that subsection 6 and 7 have no applicability in this matter.
17. Termination of all the parental rights of [REDACTED] in, to and over Meteo Alejandro Silverio would be in the best interest of the child.

COUNT II

TERMINATION OF PARENTAL RIGHTS OF BARTOLO SILVERIO

18. [REDACTED] has abandoned the child, in that he has, without good cause, withheld love, care, protection and presence from the child, left the child without any

provisions for parental support and without making arrangements to visit or communicate with the child, although able to do so, for a period in excess of six months prior to the filing of this Petition. [REDACTED] has not had a visit with the child since jurisdiction was taken on November 23, 2005.

19. This abandonment is likely to continue into the future.

20. By his own deliberate acts, [REDACTED] has diminished his ability to have a relationship with the child. He has shown a lack of commitment to and disinterest in the welfare of the child. There is little likelihood services would bring about lasting parental adjustment enabling a return of the child to [REDACTED] within an ascertainable period of time.

21. Termination of all the parental rights of [REDACTED] in, to and over [REDACTED]

[REDACTED] would be in the best interest of the child.

22. The petitioner has filed the investigation and social study as required by law, which has been entered into evidence as Exhibit #3.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

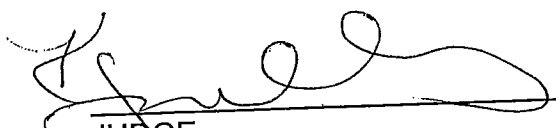
That the parental rights of [REDACTED] and [REDACTED] in, to and over [REDACTED] are forever terminated and the parents have no parental rights or claim of any nature whatsoever concerning the child. [REDACTED] continues in the care and custody of the Children's Division, for such other and further relief as the Court shall deem meet and proper.

IT IS FURTHER ORDERED attorney fees for Jack Lewis, attorney for the mother, Frances Silverio, in the amount of \$4,025.00 be paid by the Missouri Children's Division,

pursuant to subsection 4, section 211.462 RSMO., as amended.

IT IS FURTHER ORDERED attorney fees for Kelly Rosine Ruark, attorney for guardian ad litem, in the amount of \$4,025.00 be paid by the Missouri Children's Division, pursuant to subsection 4, section 211.462 RSMO., as amended.

8/27/08  
Date

BY THE COURT  
  
JUDGE