

STATE OF VERMONT

SUPERIOR COURT
Unit

FAMILY DIVISION
Case No.

In Re:	DOB:
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AGREEMENT FOR POST-ADOPTION CONTACT OR COMMUNICATION

This agreement is entered into by the following people:

Parent(s): _____

Intended Adoptive Parent(s): _____

This agreement is about communication or contact between or about _____
(Child's Name)

and the parent(s) listed above after the child is adopted by the intended adoptive parent.

This agreement is allowed by Vermont law, Title 33, Section 5124.

Each parent and each intended adoptive parent understand and agree to the following:

A. This Agreement is Voluntary and Enforceable

1. I am entering into this agreement for contact or communication voluntarily. I am not being forced to enter into this agreement by anyone.
2. I intend to follow this agreement.
3. I understand that this agreement is enforceable in Probate Court.
4. The agreed upon details for contact or communication are attached to this document.

B. Duration and Effect of Agreement

1. This agreement will become enforceable only after **all** of the following occur:
 - a. The parent signing this agreement voluntarily surrenders parental rights to the child;
 - b. The Family Court Judge agrees that the agreement is in the child's best interest and approves this agreement through a Court order; and
 - c. The child is legally adopted in Vermont by the adoptive parents who signed this agreement.
2. This agreement remains in effect until the child's 18th birthday. It is no longer enforceable if the adoption dissolves (if the child is no longer in the custody of the adoptive parents).

C. Judge's Order to Terminate Parental Rights is Final

1. I understand that the termination of parental rights cannot be undone and remains permanent, even if the intended adoption does not happen, the adoptive parent(s) do not follow the terms of this agreement, or the adoption is later dissolved.

D. Changing or Enforcing the Agreement

1. Following Court approval of this agreement the former parents and the adoptive parents may mutually agree to modify the terms of contact but any such modifications shall not be enforceable by the Court. The former parents can seek enforcement of the terms of this agreement but cannot ask the Court to modify the terms of this agreement.

2. Before the adoptive parents can seek modification of this agreement or before either party can seek enforcement of this agreement by the Court, the parties to this agreement must participate in mediation or other dispute resolution process of their choice. If these efforts are not successful, a party must contact the Probate Court having jurisdiction over such proceedings. (If the Probate Court location is unknown, the Vermont Adoption Registry can provide that information.)
3. If the Probate Court is asked to enforce or change the agreement, the Court considers the child's best interest.

E. Rights of Parents

1. The former parents can ask the Probate Court to enforce the terms of this agreement if the adoptive parents are not following the agreement. The burden will be on the former parents to prove that enforcement is in the child's best interest.
2. This agreement does not limit the parents from moving to another town, state, or country.

F. Rights of Adoptive Parents

1. The adoptive parents can ask the Probate Court to change or end the agreement if they believe that is in the child's best interest. The burden will be on the adoptive parents to prove that this is in the child's best interest.
2. If this agreement includes a plan for any visits, the adoptive parents can cancel the visit if the child is sick, or there is another good reason for cancelling it. If the former parent appears to be under the influence of alcohol or drugs, the adoptive parent can refuse a visit. Parties acknowledge that the adoptive parent's judgment regarding the child is in the child's best interests.
3. This agreement does not limit the adoptive parents from moving to another town, state, or country.

G. Terms of Post-Adoption Contact

The parents and intended adoptive parents agree on the following types of communication or contact. Please be clear about how often the contact will occur (when and where; time of day, limitations regarding time of day), who the contact will be with, and who else will be present other than the child.

Written contact by mail or email. (The obligation to send items stops if the parties do not provide each other with a current address.)

- ☐ Does not apply
- ☐ Does apply and is described specifically:

Written contact through the Vermont Adoption Registry. If this is the plan, the parents and adoptive parents will notify the Vermont Adoption Registry of any change of address. (The obligation to send items stops if the parents do not provide a current address to the Vermont Adoption Registry.)

- ☐ Does not apply
- ☐ Does apply and is described specifically:

The DCF Release of Identifying Information form will be provided to the Adoption Registry.

Phone contact (including texting)

- ☐ Does not apply
- ☐ Does apply and is described specifically:

In-person contact (including who else may or will be present; who, where, when, how)

- ☐ Does not apply
- ☐ Does apply and is described specifically:

Other contact (including all forms of electronic/mobile communication devices, including but not limited to, social media)

- ☐ Does not apply
- ☐ Does apply and is described specifically:

Other contact (continued)

- ☐ The following contact is specifically not allowed:

I/We enter into this agreement knowingly and voluntarily. This agreement is signed as my free act and deed, and not as the result of coercion, fraud, or duress. I/We do not rely on any representations other than those contained in this agreement.

I declare that the above statements are true and accurate to the best of my knowledge and belief. I understand that if the above statements are false, I will be subject to the penalty of perjury or to other sanctions in the discretion of the court.

Date

Child's Parent

☐ I have had an opportunity to discuss this with a lawyer.

I declare that the above statements are true and accurate to the best of my knowledge and belief. I understand that if the above statements are false, I will be subject to the penalty of perjury or to other sanctions in the discretion of the court.

Date

Child's Parent

☐ I have had an opportunity to discuss this with a lawyer.

I declare that the above statements are true and accurate to the best of my knowledge and belief. I understand that if the above statements are false, I will be subject to the penalty of perjury or to other sanctions in the discretion of the court.

Date

Intended Adoptive Parent

I declare that the above statements are true and accurate to the best of my knowledge and belief. I understand that if the above statements are false, I will be subject to the penalty of perjury or to other sanctions in the discretion of the court.

Date

Intended Adoptive Parent

I agree with the post-adoption contact or communication as set forth above.

Date

Signature of DCF Social Worker

Date

Signature of Guardian ad Litem

Date

Signature of Attorney for the Child

If child is 14 years of age or older:

I, _____, agree to the post-adoption contact or communication as set forth above.
(Name of Child)

Date

Signature of the Child