

IT'S TIME TO ADD PARENTING PARTNERSHIPS TO YOUR VOCABULARY

By William S. Singer, Esq.

The term “modern family” has become part of the vernacular. It encompasses the many permutations of the American family as it evolves beyond the traditional dad and mom to include blended families with stepparents, families headed by same-sex couples and single parent families. Now it's time to include parenting partnerships to that catch-all term.

What is a parenting partnership? Also known as co-parenting, it describes a relationship where two people, not in a romantic relationship and not necessarily living together, agree to raise a family.

We all know young people who concentrate on their careers and then reach their late 30's and have not found a romantic partner. The recent recession has added to this phenomenon. Unable to find jobs and saddled with student debt, graduates delay courtship and marriage.

All of a sudden, faced with biological clocks and other practical realities, people are looking for alternative ways to have children. Finding a suitable co-parent is a challenge of course, but it is the best option for an

increasing number of individuals who want the joy and sense of fulfillment that comes with raising a family.

Lawyers who practice family law will be consulted to help these couples craft an agreement for their joint venture. One can only speculate how a court will view these agreements. They are too new and untested. Generally, it is expected that courts will look for what is in the best interest of the child.

The first issue is helping the couple determine what roles they expect to play. Will the male partner simply be a sperm donor or will he be a full-fledged father? A father cannot contractually surrender his rights and responsibilities as a father. Those rights belong to the child. But, if the male half of the equation only expects to be a sperm donor, most states have statutes which describe what the donor must do in order to protect himself and to restrict his role as only a donor.

Even if the enforceability of the agreements is unclear, the process of developing the agreement can benefit the parents-to-be. It gives the couple an opportunity to explore issues that they may have not yet confronted or

even considered. They are not required to make final decisions on every issue; they can just set goals.

Here is a list of some possible topics:

- How will the child be conceived;
- Who will have the right to name the child. Whose last name will be used;
- Whose names will appear on the birth certificate;
- If legal proceedings will be required to fix a parent's legal status, who will bring the action, who will pay for it and which parties will agree to sign any necessary consents;
- Where will the child live;
- How will child rearing responsibilities be divided;
- If one person shoulders most of the child rearing responsibilities, will that person be compensated in some other way;
- Who will get to declare the child as a dependent on the income tax return;
- Will the partners purchase life insurance and long term disability coverage to protect the family;
- How will college expenses be paid. Will the parents open a 529 account;

- How much will each party be involved in decision making about the child's education, health and choice of religion;
- Which parent will provide health insurance;
- How will be each co-parent's financial responsibility be determined and as circumstances change how will that formula be altered;
- Will the parents execute wills to memorialize and enforce their understandings, including who will be guardian of the child if both of them fail to survive;
- If one co-parent develops a new, long lasting romantic relationship, how will the co-parents deal with the introduction of another significant adult figure in the child's life; and,
- Develop a process for conflict resolution which emphasizes that the child's interest is paramount. They should agree to maintain a continuity of the parental relationships on which the child has grown to rely.

Making the agreement flexible to inevitable changes should be a paramount concern. Anyone who has raised a child knows that there will be unexpected events and that unanticipated emotions may surface. At a minimum, the co-parents must understand and agree that changes to the agreement can only be made in writing, signed by all parties.

It is beneficial for the partners to agree to sit down and review the agreement at least every three years. That reevaluation will ensure that the agreement continues to reflect their goals and commitments.

William S. Singer, Esq. is a partner at Singer & Fedun, LLC in Belle Mead, New Jersey. He is Director and Founder of the LGBT Family Law Institute and legal advisor to FamilyByDesign <http://www.familybydesign.com/>.

This article was first published on the Law.com Network on June 25, 2014.