

MEMORANDUM DECISION

Pursuant to [Ind. Appellate Rule 65\(D\)](#), this Memorandum Decision shall not be regarded as precedent or cited before any court except for the purpose of establishing the defense of res judicata, collateral estoppel, or the law of the case.



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IN THE COURT OF APPEALS OF INDIANA

Tammy J. Young,
Appellant-Petitioner,

v.

Chad A. Young,
Appellee-Respondent.

January 25, 2022

Court of Appeals Case No.
21A-DR-1787

Appeal from the Marion Superior
Court

The Honorable Burnett Caudill,
Magistrate

Trial Court Cause No.
49D16-0801-DR-3477

Mathias, Judge.

- [1] Tammy J. Young (“Mother”) appeals the trial court’s interpretation of an educational support obligation of Chad A. Young (“Father”). Mother raises a single issue for our review, namely, whether the trial court properly interpreted

the provisions of Father's educational support in the parties' agreed order. We reverse and remand with instructions.

Facts and Procedural History

- [2] Mother and Father are the parents of T.Y. In June 2011, the dissolution court dissolved Mother and Father's marriage. Thereafter, in May 2015, Mother and Father entered into an agreed order that provided in relevant part as follows:

Commencing on November 14, 2014, [Father] shall pay to [Mother] weekly child support in the amount of \$241.00 This Order shall continue as an Educational Support Order until such time as [T.Y.] graduates from a college or university, reaches the age of twenty-four (24) years old or discontinues education for a period of five (5) consecutive months and obtains fulltime employment, whichever date is earlier

Appellant's App. Vol. 2 p. 23.

- [3] T.Y. enrolled at Butler University in the fall of 2016 and later transferred to IUPUI. In May 2020, Father ceased paying educational support to Mother. Thereafter, Mother filed a Petition for Rule to Show Cause alleging that Father had prematurely ceased paying educational support.
- [4] At a fact-finding hearing on Mother's petition, there was no dispute that T.Y. had not reached the age of twenty-four and had not graduated from a college or university at the time Father had ceased making the educational support payments. T.Y. testified that her last semester at IUPUI ended in May 2020, although she had not graduated. From May 2020 to July 2020, she was not

employed. And from July 2020 to mid-March 2021, T.Y. had only part-time employment. In April 2021, T.Y. obtained full-time employment.

- [5] Following the fact-finding hearing, the trial court concluded that “the intent” of the May 2015 agreed order “was that[,] once [T.Y.] stopped her education for five (5) months, there would be no further obligation.” Tr. p. 21. The court then concluded that Father’s obligation to pay educational support ended in May 2020. This appeal ensued.

Discussion and Decision

- [6] Mother appeals the trial court’s interpretation of the parties’ May 2015 agreed order. We interpret contracts and prior orders of the trial court *de novo* and without deference to the trial court’s judgment. *See, e.g., Epworth Forest Admin. Comm., Inc. v. Powell*, 79 N.E.3d 918, 923 (Ind. Ct. App. 2017).
- [7] Further, Father has not filed an appellee’s brief. In such appeals, we will reverse if the appellant demonstrates *prima facie* error, which is “error at first sight, on first appearance, or on the face of it.” *Pfledderer v. Pratt*, 142 N.E.3d 492, 494 (Ind. Ct. App. 2020).

- [8] The relevant provision of the parties’ May 2015 agreed order states:

Commencing on November 14, 2014, [Father] shall pay to [Mother] weekly child support in the amount of \$241.00 This Order shall continue as an Educational Support Order until such time as [T.Y.] graduates from a college or university, reaches the age of twenty-four (24) years old *or discontinues*

education for a period of five (5) consecutive months and obtains fulltime employment, whichever date is earlier. . . .

Appellant's App. Vol. 2 p. 23 (emphasis added).

[9] We agree with Mother that the emphasized language above was intended by the parties to be read together. That is, the agreed entry provides for three circumstances in which Father could cease making educational support payments: (1) T.Y. graduates from a college or university, which the facts do not demonstrate; (2) T.Y. turns twenty-four years old, which the facts do not demonstrate occurred at the time Father had ceased his educational support payments; *or* (3) T.Y. discontinues her education for five consecutive months *and also* obtains full-time employment. There is no dispute that she discontinued her education for five consecutive months, and the record shows that she did not obtain full-time employment until April 2021, nearly a year after Father had ceased his educational support payments.

[10] Accordingly, we hold that Mother has demonstrated *prima facie* error. Under the language of the May 2015 agreed order, Father was not entitled to cease his educational support payments when he did so in May 2020. We therefore reverse the trial court's judgment and remand for the court to recalculate Father's educational support arrearage.

[11] Reversed and remanded with instructions.

Bailey, J., and Altice, J., concur.