MEMORANDUM DECISION

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IN THE

Court of Appeals of Indiana

Amy Hawkins

Appellant-Petitioner

v.

Nathan P. Hawkins

Appellee-Respondent

March 28, 2024

Court of Appeals Case No.
23A-DR-1981

Appeal from the Dubois Superior Court

The Honorable Nathan A. Verkamp, Judge

Trial Court Cause No.
19D01-1301-DR-71

Memorandum Decision by Judge Riley
Judge Brown and Foley concur

Riley, Judge.

STATEMENT OF THE CASE

[1] Appellant-Petitioner, Amy Hawkins (Mother), appeals the trial court's Order in favor of Appellee-Respondent, Nathan Hawkins (Father), pertaining to parenting time and child support for the parties' minor children, A.H. and K.H. (collectively, Children).

[2] We affirm.

ISSUES

[3] Mother presents this court with four issues, which we restate as:

(1) Whether the trial court's Order declining to modify Father's parenting time is clearly erroneous;

(2) Whether the trial court's Order that Father is not obligated to contribute towards a vehicle for A.H. is clearly erroneous;

(3) Whether the trial court's Order omitting Father's contribution towards Children's cell phones is clearly erroneous; and

(4) Whether the trial court's Order that uninsured medical expenses be calculated as of April 1st of each year is clearly erroneous.

FACTS AND PROCEDURAL HISTORY

[4] Mother and Father are the parents of A.H., born on July 28, 2006, and K.H., born on January 28, 2010. The parties divorced on July 11, 2013, when A.H.

was six years old and K.H. was three years old. A mediated agreement ratified by the trial court at the time of the parties' divorce provided that Mother would have primary physical custody of Children, with Father exercising parenting time pursuant to the Indiana Parenting Time Guidelines every Wednesday evening and alternate weekends. In addition to the time allotted to Father under the Guidelines, the parties agreed that Father would have Children on Sunday overnight and that he would have Children during alternate weeks in the summer. Child support was set at $85 per week. Each party had a right of first refusal for additional parenting time of periods of more than three and one-half hours if the other parent did not exercise his or her time. Mother provided health insurance for Children and continued to do so by agreement of the parties, with Mother paying the first $1,035.84 in uninsured medical expenses and any remaining uninsured medical expenses being split between Father (45%) and Mother (55%).

[5] Mother, who lives in Ferdinand, Indiana, is a math teacher and works a second job as a real estate agent. Father, who lives approximately twenty-five minutes away from Mother in Jasper, Indiana, is a salesman. Around 2015, Father began working a second job as a head high school basketball coach. Father's job as head coach entails attending weekday daily practices, home and away games, and parents' booster club meetings on Wednesday nights during basketball season, which runs from November through March. Father also runs summer basketball camps and has other summertime commitments related to basketball. Father characterized his workload as being "almost like I'm

working two full time jobs, but I mean it's year-round, really." (Tr. Vol. III, p. 25). As A.H. and K.H. grew into their teen years, they began participating in a variety of activities, including basketball, soccer, softball, work, and religious instruction for A.H. on Wednesday nights.

[6] After Father began coaching, he frequently altered or cancelled Children's parenting time, especially on Wednesday evenings, and frequently without advance notice to Mother. When this occurred, Children would most often stay in Mother's care. In addition, during summer breaks, Father continued to work his sales job. During the summer, Children went to Mother's residence during the day and returned to Father's home to spend the evening during Father's parenting time weeks.

[7] From 2013 to 2018, Father remained current on his child support. In December 2018, the parties met and agreed that Father would pay more towards supporting Children than was called for in the 2013 mediated agreement. Thereafter, Father began paying half of all uninsured medical expenses for Children, as well as half of a variety of other expenses, including Children's cell phone bill, school supplies, sports supplies, dresses and shoes for school dances, and yearbooks. Father and Children communicated frequently with each other by cell phone.

[8] On August 23, 2021, Mother filed her Petition to Modify Custody and Child Support.[1] Starting in April 2022 after consulting with his attorney, Father ceased paying half of the additional expenses he had agreed to pay since 2018. Father remained current on his child support obligations as ordered in the 2013 mediated agreement. During the summer of 2022, Mother purchased a vehicle for A.H., who was acquiring her learner's permit. On September 14, 2022, Father filed his Petition to Modify Parenting Time and Support. Starting in October 2022, A.H. used the vehicle to transport herself and K.H. to and during Father's parenting time.

[9] The trial court held hearings on the parties' petitions on August 23, 2022, January 12, 2023, and January 13, 2023. Mother and Father were the sole witnesses at these hearings. Mother testified that she and Father had agreed that Children would be in her care during the day during Father's parenting time weeks during summer breaks. Father had not offered to provide Mother with more child support for the parenting time he yielded to Mother. Mother had kept a calendar of the days that Father changed or missed parenting time but stopped doing so in 2019 because it caused her to relive the experiences and "to realize how much my girls were being affected by parenting time[.]" (Tr. Vol. II, p. 16). Mother asserted that A.H. in particular needed a routine and that when A.H.'s routine was affected, it threw her into "a funk." (Tr. Vol. II,

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[1] In subsequent filings, Mother referred to this motion as her "Petition to Modify Custody, Parenting Time and Child Support." (Appellant's App. Vol. II, p. 78).

p. 122). Mother felt that Father prioritized his basketball coaching duties over his parental duties to Children. Mother testified that Children noticed that Father did not attend their sporting events. Starting in late December 2022, Children had begun spending Sunday nights at Mother's house during Father's parenting time weekends so that A.H, who was still a new driver, would not be forced to navigate morning rush hour traffic returning to Mother's house before going to school. Mother requested that Father's parenting time be restricted from 110 overnights to between sixty-six and seventy overnights to reflect what she considered to be the amount of parenting time he actually exercised. Mother also requested that the trial court order Father to pay half of Children's cell phone bills and half of the expense of the purchase and maintenance of the vehicle driven by A.H.

[10] During Father's testimony, he acknowledged his and Children's busy schedules but maintained that for the most part he had time on the weekends to exercise his parenting time. Father attempted to make decisions about parenting time based upon what was most convenient and easiest for Children. Although Father acknowledged that a weeknight other than Wednesday would be preferable for mid-week parenting time, Father felt that the family had been exercising the three-overnight, alternate weekend parenting time schedule since 2013 and that Children were well-adjusted to it. Father anticipated that, after A.H. had more driving experience, Children would resume spending Sunday night at his home and would no longer drive back to Mother's house to avoid Monday morning traffic. Father had a strong bond with Children and wanted

the parenting time schedule to remain the same because "it just allows me more time with my daughters and allows me to be their father. My time is short now, the way that it is, and if I can have those weekends and that extra night, I think that's big for all of us." (Tr. Vol. III, p. 47).

[11] On April 6, 2023, the trial court issued its Order, denying both parties' motions to modify Father's parenting time and ordering that the parenting time set forth in the 2013 mediated agreement remain in effect. Based upon the income of the parties, the trial court ordered Father's child support obligation to increase to $185 per week and ordered that the increase be applied retroactively to April 1, 2022, when Father had ceased voluntarily paying more towards Children's support. The trial court entered a finding regarding Children's cell phones but did not explicitly grant or deny Mother's request for Father's additional contribution towards that expense. The trial court did not order that Father additionally contribute towards the expense of A.H.'s vehicle. The trial court entered findings and conclusions pertaining to the parties' respective obligations for Children's uninsured medical expenses. On May 5, 2023, Mother filed a motion to correct error. On July 27, 2023, the trial court held a hearing on Mother's motion to correct error, at the conclusion of which it denied the motion.

[12] Mother now appeals. Additional facts will be provided as necessary.

DISCUSSION AND DECISION

I. *Standard of Review*

[13] Mother appeals following the trial court's entry of Indiana Trial Rule 52(A) findings of fact and conclusions thereon, which Father requested.[2] Our standard of review following a party's request for special findings and conclusions is well-settled:

> First, we determine whether the evidence supports the findings and second, whether the findings support the judgment. In deference to the trial court's proximity to the issues, we disturb the judgment only where there is no evidence supporting the findings or the findings fail to support the judgment. We do not reweigh the evidence but consider only the evidence favorable to the trial court's judgment.

[14] *Haggarty v. Haggarty*, 176 N.E.3d 234, 246 (Ind. Ct. App. 2021) (quoting *Moriarty v. Moriarty*, 150 N.E.3d 616, 626 (Ind. Ct. App. 2020), *trans. denied*). We will only set aside the trial court's findings and conclusions if they are clearly erroneous, meaning where there is no evidence or inferences supporting them and we are firmly convinced that a mistake has been made. *Purnell v. Purnell*, 131 N.E.3d 622, 627 (Ind. Ct. App. 2019), *trans. denied*. We evaluate questions of law de novo. *Id*. In addition, Mother appeals following the denial of her motion to correct error. As a general rule, we review a trial court's denial

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[2] Both parties submitted proposed orders to the trial court.

of a motion to correct error for an abuse of its discretion. *B.A. v. D.D.*, 189 N.E.3d 611, 614 (Ind. Ct. App. 2022), *trans. denied*.

[15] We observe that there is a well-established preference to grant deference and latitude to Indiana trial court judges in family law matters. *Kirk v. Kirk*, 770 N.E.2d 304, 307 (Ind. 2002). To succeed on appeal, it is not enough for the appellant to demonstrate that the evidence might support some other conclusion; rather, the appellant must show that the evidence positively requires the desired conclusion. *Id*.

II. *Trial Court's Order*

[16] Mother challenges four aspects of the trial court's Order. We address each in turn.

A. *Father's Parenting Time*

[17] Mother contends that the trial court clearly erred when it denied her request to reduce Father's parenting time. "Indiana recognizes that the right of a non-custodial parent to visit his or her children is a precious privilege" and that a child "has the correlative right to receive parenting time from the noncustodial parent because it is presumed to be in the child's best interest." *S.M. v. A.A.*, 136 N.E. 3d 227, 230 (Ind. Ct. App. 2019) (internal quotation omitted). A party seeking to modify parenting time in a reasonable manner must establish that it is in the child's best interests. Ind. Code § 31-17-4-2; *In re Paternity of*

J.K., 184 N.E.3d 658, 667 (Ind. Ct. App. 2022).[3] We review a trial court's parenting time decisions for an abuse of its discretion. *Perkinson v. Perkinson*, 989 N.E.2d 758, 761 (Ind. 2013).

[18] The trial court entered the following relevant findings and conclusions regarding Father's exercise of parenting time:

> 11. Father frequently cancels or alters his parenting time. This is often done with little notice to Mother.
>
> 12. Father's basketball related events related to coaching are a big commitment and cause[] much disruption in the parenting time with the [C]hildren.
>
> 13. Father often communicates these altered plans directly with [C]hildren.
>
> 14. The constant changing or canceling of parenting time with often little forewarning has been an understandable source of frustration for Mother.
>
> 15. Father could do a better job of communicating with Mother.
>
> 16. Although [] Mother has a more central role, the parties are involved and active participants in [C]hildren's lives.
>
> 17. Despite the friction between parents, [C]hildren are well adjusted and enjoy spending time with each parent.

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[3] I.C. § 31-17-4-2 provides that a trial court "may modify an order granting or denying parenting time rights whenever modification would serve the best interests of the child" but that "the court shall not restrict a parent's parenting time rights unless the court finds that the parenting time might endanger the child's physical health or significantly impair the child's emotional development." *In re J.K.* involved an analogue of I.C. § 31-17-4-2 in the paternity statute. *In re J.K.*, 184 N.E.3d at 665 -69. The *J.K.* court parted ways with previous cases issued by this court requiring a parent seeking to modify parenting time to establish endangerment. *See e.g.*, *Walker v. Nelson*, 911 N.E.2d 124, 129-30 (Ind. Ct. App. 2009) (applying the endangerment standard upon review of the trial court's modification of the mother's parenting time). Transfer was not sought in *J.K.*, and, to date, transfer has not been sought in any cases citing *J.K.*

> * * * *
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> 49. [] Father does not exercise each and every parenting time afforded to him for various reasons. However, his actions do not rise to the level that it would be in the best interest of [C]hildren to modify parenting time.

(Appellant's App. Vol. III, pp. 3-4, 9).

[19] Mother had been granted primary physical custody of Children in 2013, with Father receiving parenting time in excess of that provided for in the Indiana Parenting Time Guidelines. Through her petition, Mother sought to modify Father's parenting time, and, therefore, Mother was required to establish that a reduction of Father's parenting time was in Children's best interests. *See In re Paternity of J.K.*, 184 N.E.3d at 667.

[20] There is scant evidence in the record to support the requisite showing. The current parenting time schedule has been in effect since 2013. Father frequently changes his parenting time, and his coaching duties often mean that he misses parenting time with Children. However, Mother does not challenge the trial court's factual findings regarding parenting time, and she presents us with no legal authority that her testimony implying that Father's actions were negatively impacting Children, disruption of A.H.'s routine, and Children's implied disappointment when Father did not attend their sporting events established that reducing Father's parenting time was in their best interests. *See id.* Rather, the evidence supporting the trial court's determination is that Children are well bonded with both parents, they enjoy spending time with both parents, and that they are thriving under the current arrangement.

[21] Mother's main argument on appeal is that reduction of Father's parenting time was merited because he failed to exercise it consistently, and in fact, failed "to exercise the majority of parenting time afforded to him." (Appellant's Br. p. 19). Although we acknowledge that, as Mother asserts, the Indiana Parenting Time Guidelines stress the importance of consistency in exercising parenting time, we observe that Mother's citation to various instances in the record wherein Father admittedly did not exercise his parenting time does not establish that he historically failed to exercise more than 50% of his parenting time. Even if Mother did establish that Father had failed to exercise the majority of his parenting time, she does not provide us with any cases wherein an Indiana court has reversed the denial of a petition to modify parenting time based on the noncustodial parent's failure to exercise parenting time, and we are aware of none.

[22] In addition, without more evidence in the record to support it, we find Mother's contention that Father's need to change or cancel parenting time due to his coaching duties is "sending a harmful message to [C]hildren" to be speculative. (Appellant's Br. p. 20). We also conclude that Mother's argument that Father's actions unfairly shift additional costs to her is unpersuasive. The record is replete with instances of Mother voluntarily electing to have Children in her care when Father did not exercise his allotted parenting time. The 2013 mediated agreement provided a right of first refusal to Mother if Father declined to exercise his parenting time for a period of more than three and one-half hours, but the parties did not agree that child support would be altered if

the right of first refusal was exercised. In addition, the Indiana Parenting Time Guidelines provide that if it is necessary for a parent to have someone else other than a parent care for a child, the parent requiring the childcare shall first offer the other parent additional parenting time, which the other parent is under no obligation to accept. Ind. Parenting Time Guideline 1(C)(4). However, if the other parent accepts the additional parenting time, the Guidelines provide that "it shall be done at no cost and without affecting child support." *Id*. Therefore, under neither the 2013 mediated agreement nor the Guidelines was Mother entitled to additional child support for the extra parenting time she assumed. Mother's contention that parenting time should have been altered because a "substantial change" had occurred under the statute providing for a change of physical custody is also not well-taken, as Mother did not seek a change in physical custody. *See Miller v. Carpenter*, 965 N.E.2d 104, 110 (Ind. Ct. App. 2012) (observing that "unlike a modification of physical custody, a modification of parenting time does not require a showing of a substantial change"). Accordingly, although we encourage Father to exercise all of his allotted parenting time with Children and to work cooperatively with Mother to effectuate parenting time, we find no clear error in the trial court's parenting time determination. *See Purnell,* 131 N.E.3d at 627.

B. *Vehicle Driven by A.H.*

[23] Mother next asserts that the trial court clearly erred when it denied her request to order Father to pay half of all the expenses for the vehicle driven by A.H.[4], including half of the purchase price, insurance, titling and registration fees, maintenance and repairs, and gasoline. We observe that a trial court's calculation of child support is presumed to be valid, and we will set aside a support order only where it is clearly erroneous. *Bogner v. Bogner*, 29 N.E.3d 733, 738 (Ind. 2015).

[24] Here, based upon the Indiana Child Support Guidelines, the trial court increased Father's child support obligation from $85 per week to $185 per week, but it did not order that Father additionally contribute towards the expenses of the car driven by A.H., finding as follows:

> 32. Mother and Father had discussed the purchase of a vehicle for their daughter. Mother went forward with the purchase of a vehicle with little input from Father. Father now objects to contributing money toward the purchase of the vehicle and apparently any other cost associated with the vehicle.
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> 33. Although Father hasn't contributed to the cost of [A.H.'s] vehicle, he has her transport she and her sister, [K.H.], to and from his home during his parenting time. [] Father benefits from [A.H.] having her driver's license and vehicle, yet he refuses to contribute towards the costs associated for vehicle registration, insurance, and maintenance.
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> 34. The vehicle driven by [A.H.] was purchased by [M]other and belongs to Mother. By allowing [A.H.] to transport herself and

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[4] The title to this vehicle is not in the record. Mother does not dispute that she is the owner of the vehicle.

her sister to and from Father's parenting time, Mother's vehicle is being depreciated by the increased mileage and wear and tear of the same.

35. Mother ultimately controls how the vehicle is allowed to be used by [A.H.]

* * * *

54. Mother provides no authority that obligates Father to pay anything for a vehicle. The [c]ourt is aware of no such authority. Therefore, the [c]ourt makes no award for such costs. Obviously, if Father chooses to hold fast to this position, that is his prerogative. However, the vehicle belongs to Mother, and she still retains the ability to dictate how and when the child uses the vehicle.

(Appellant's App. Vol. III, pp. 5-6, 10).

[25] Mother's first challenge on this issue is that Finding 32 was not supported by the evidence because Father testified regarding A.H.'s vehicle that "there's not been any agreeable decision as far as the car goes. I would like to get that settled[,]" which Mother argues does not support the trial court's finding that Father objected to contributing to the vehicle costs. (Tr. Vol. III, p. 146). While we agree with Mother that Father appeared to be amenable to making a contribution to A.H.'s vehicle costs, this argument is ultimately unpersuasive, as the parties never agreed upon what amount Father would contribute.

[26] Prior to Mother purchasing A.H.'s vehicle, the parties had a conversation through texts. Mother texted Father a photograph of the vehicle that listed its purchase price–$5,900. Father told Mother to let him know what she thought so "we can decide." (Exh. Vol. II, p. 53). Mother texted Father that A.H.

really liked the vehicle, along with other details concerning the vehicle. Father responded, "Ok". (Exh. Vol. II, p. 53). Mother next texted Father, "So I guess we're going to go get it. I guess we can discuss how to pay for it later since you didn't say anything about it," to which Father responded in relevant part, "Yes we can discuss." (Exh. Vol. II, p. 53). Father texted Mother, "As far as paying did you want to split it 3 ways between me, you and [A.H.]?", and Mother responded, "We can discuss it as well also the insurance, license, gas." (Exh. Vol. II, p. 54). The text conversation concluded with Father stating, "We can start with the car first and I'm good with splitting it between the 3 of us. Also gives [A.H.] some responsibility[,]" to which Mother responded, "We will figure it out." (Exh. Vol. II, p. 54).

[27] Mother contends that through these texts, Father agreed to contribute at least some amount towards the vehicle's costs. However, a contract requires offer, acceptance, and consideration. *Clark Cnty. REMC v. Reis*, 178 N.E.3d 315, 318 (Ind. 2021). Without citation to the record, Mother posits on appeal that she "accepted that offer and purchased a vehicle." (Appellant's Br. p. 25). Mother does not develop any argument regarding contract formation, nor does she provide us with any cases wherein an Indiana court has found that a binding contract existed between parties under similar circumstances. In addition, although Mother argues that the trial court had discretionary authority to order Father to contribute towards the vehicle's costs, she cites to no legal authority for her proposition that the trial court was obligated to do so or that, as she also contends, the vehicle costs could properly be considered as extraordinary or

controlled expenses under the Indiana Child Support Guidelines. We reject as waived Mother's argument that these costs should have been considered extraordinary expenses for the additional reason that it is an argument that she raises for the first time on appeal. *See Wilkes v. Celadon Group, Inc.*, 177 N.E.3d 786, 794 (Ind. 2021) (finding an argument raised by Wilkes for the first time on appeal to be waived). We conclude that Mother's argument that the trial court's order is contrary to the Indiana Parenting Time Guidelines because it places A.H. in a position to side with either Mother or Father is speculative. Accordingly, although the parties are free to enter into an agreement that Father will contribute towards the expenses associated with the vehicle driven by A.H., Mother has failed to persuade us that the trial court's Order was clearly erroneous. *See Purnell,* 131 N.E.3d at 627; *Bogner*, 29 N.E.3d at 738 (holding that a trial court's child support order will only be set aside where it is clearly erroneous).

C. *Children's Cell Phones*

[28] Mother's argument pertaining to Children's cell phone costs is no more persuasive. The trial court found that "Mother is paying for [C]hildren's cell phones. Father had been contributing toward the cost of the same. He now objects to helping with [C]hildren's cell phone costs" but did not enter any express conclusions regarding this cost. (Appellant's App. Vol. III, p. 5). Mother contends that Children's cell phone expenses were properly considered as extraordinary expenses, but this was also an argument that Mother did not raise in the trial court, and so it is waived. *See Wilkes*, 177 N.E.3d at 794. In

addition, Mother does not cite to any cases holding that cell phones for dependent children are extraordinary expenses for purposes of child support computation. Therefore, mother has failed to rebut the presumption of the correctness of the trial court's child support order, and we cannot conclude that the trial court clearly erred when it declined to order Father to contribute towards this expense. *See Bogner*, 29 N.E.3d at 738.

D. *Date of Computation of Uninsured Medical Costs*

[29] Concerning Children's uninsured medical costs, the trial court found as follows:

> 10. [] Mother shall continue to provide health insurance coverage for [C]hildren through her employer. [] Mother shall be responsible for the first $1,451.00 of annual uninsured medical, dental, vision, orthodontic, and pharmacy expenses. Thereafter, the parties shall divide the uninsured health care expenses for [C]hildren with the Petitioner paying 57% and the Respondent 43 % of such uninsured expenses.
>
> 11. April 1st of each year shall be the start date by which uninsured costs are calculated annually. Therefore, Father may owe Mother uninsured costs between April 1, 2022, and March 31, 2023. Mother shall calculate such expenses to determine if Father is required to contribute. If so, she shall submit to Father an invoice for the same. Father will have 30 days from receipt in which to pay.

(Appellant's App. Vol. III, p. 12). In her appellants' brief, Mother argues that this portion of the trial court's Order was in error because it required her, "the parent with the lower income, to carry the medical expenses for the entirety of the year." (Appellant's Br. p. 29). Mother further contends that the trial court erred when it ordered that the computation of these expenses is to begin on April 1st of each year, rather than coinciding with the calendar year because

"[i]nsurance companies begin calculating medical expenses for purposes of meeting deductibles on January 1st each year." (Appellant's Br. p. 29). In response to Father's observation that not all insurance companies compute medical expenses in this manner, in the body of her reply brief, Mother contends that Father's argument is well-taken and requests that we remand for additional evidence regarding how such expenses are calculated under her insurance plan, and she requests that we order that the computation of uninsured medical expenses run with the plan year. However, in her request for relief at the conclusion of her reply, Mother requests that we remand and instruct the trial court to "order that the calculation for uninsured medical expenses runs beginning the first of each year." (Appellant's Reply Br. p. 15).

[30] We conclude that no remand is necessary. Mother filed her petition, which included a request to modify child support, on August 21, 2021, and she argued at trial that any modification should be retroactive to the filing date of the petition. As of April 2022, Father ceased voluntarily paying half of Children's uninsured medical costs. The trial court modified Father's child support obligation and honored Father's request to make that award retroactive to April 1, 2022. Therefore, the trial court's Order that the parties' uninsured medical expenses should be calculated starting as of April 1 of each year is a result of the trial court's choice of date for the retroactivity of its award. We have noted that it is well-established that a trial court "has the discretionary power to make a modification for child support relate back to the date the petition to modify is filed or any date thereafter chosen by the trial court." *Goodman v. Goodman*, 94

N.E.3d 733, 750 (Ind. Ct. App. 2018), *trans. denied*. Mother does not argue that the trial court erred when it chose the retroactivity date of April 1, 2022, nor does she present us with any authority obligating a trial court to order the computation of such expenses to coincide with an insurance plan's computation.

[31] Pursuant to the trial court's Order, Mother will be compensated according to the parties' income-based percentages for any uninsured medical expenses above the 6% amount that were incurred between April 1, 2022, and March 31, 2023, and she will be compensated thereafter in the same manner for any uninsured medical expenses above the 6% amount, as computed starting April 1st of each year. Mother's argument that, pursuant to the trial court's Order that these expenses be computed from April 1st each year, she will be "double hit with high medical bills" because medical bill payments are typically higher earlier in the year as patients meet deductibles before billing "slow[s] down and spread[s]" out is based on facts not in the record before us. (Appellant's Reply Br. p. 15). As an appellate court, we must confine our review to the evidence before the trial court. *See Bernel v. Bernel*, 930 N.E.2d 673, 676 n.2 (Ind. Ct. App. 2010) (observing that "[a] trial court can decide the issues based only upon that evidence which is properly before the court and in the record, and we are bound by that record on appeal"), t*rans. denied*. Therefore, Mother has failed to rebut the presumption that the trial court's Order was correct, and she has failed to establish any clear error on the part of the trial court. *See Bogner*, 29 N.E.3d at 738.

CONCLUSION

[32] Based on the foregoing, we hold that Mother has failed to demonstrate that the trial court clearly erred when it did not modify Father's parenting time and when it entered its child support Order.

[33] Affirmed.

[34] Brown, J. and Foley, J. concur

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