IN THE COURT OF APPEALS OF IOWA

IN RE MARRIAGE OF GAIL L BROWNELL & DONALD G. BROWNELL

Upon the Petition of	)	
GAIL L BROWNELL,	)	Filed April 26, 1979
Cross-Appellee,	)	
And Concerning	)	81 / 2-61518
DONALD G. BROWNELL,	)	
Cross-Appellant.	)	

Appeal from Linn District Court - Ansel J. Chapman, Judge.

Mother appeals and father cross-appeals modification of child support for the parties' three children. - AFFIRMED AS MODIFIED.

Francis J. Pruss, Cedar Rapids, for Cross-Appellee.

Byron G. Riley, Jr. & John C. Monroe, Cedar Rapids, for Cross-Appellant.

Submitted to Oxberger, C. J., and Donielson, Snell, Carter and Johnson, JJ.

PER CURIAM

In this case, both petitioner Gail Brownell and respondent Donald Brownell appeal trial court's order modifying a child support provision of their dissolution decree. Gail contends that a greater increase in support payments should have been ordered. Donald maintains that no increase was warranted. We affirm.

The parties' stipulation, which was incorporated in their 1974 dissolution decree, provided that Donald would pay child support of $200 per month per child ($600) for a period of approximately sixteen months. Then, his monthly support obligation would be reduced to $500. It also provided that Donald's support payments would be increased or decreased depending on the cost of living increases or decreases he might receive from his employer. Any fluctuation in Donald's salary attributable to merit increases or decreases, however, would not affect the amount of child support owed. The record shows that at the time of the divorce, Donald earned $21,008 per year. At the time of the hearing on the application for modification, Donald's annual salary had increased to $31,460. His higher earnings were the result of periodic merit increases. Gail, who had been unemployed on the date of divorce, was earning $13,600 per year at the time of the modification.

Our review of the instant case is de novo. Iowa R. App. P. 4. The parties' stipulation was merged in their dissolution decree. Brin v. Brin, 240 Iowa 659, 37 N.W.2d 261, 264 (1949). Its provisions concerning child support are subject to modification under section 598.21, The Code 1979. Furthermore, parents may not bargain away their children's right to support. See Anthony v. Anthony, 204 N.W.2d 829, 833 (Iowa 1973). To justify a modification, Gail had the burden of showing some change in the circumstances of the parties of a material and more or less permanent nature, and not within the contemplation of the decretal court, making it equitable to impose different terms. See Spaulding v. Spaulding, 204 N.W.2d 634, 635 (Iowa 1973). When a change of financial condition is relied on as the basis for modification, it must be substantial. Id. We think Gail established a right to modification of the decree. Since the date of the divorce, Donald's income has increased by almost fifty percent. His child support obligation constituted approximately nineteen percent of his gross salary. In spite of the fact that Gail has obtained full-time employment, her salary plus the child support she receives are insufficient to meet her and the children's living expenses. We recognize the financial burden which continuing inflation has added to rearing children. Bice v. Bice, 251 N.W.2d 211 (Iowa 1977). Trial court found, and we agree, that the parties' divorce should not impair their children's right to benefit from Donald's enhanced economic position. At the time of the modification hearing, Gail admitted that some of her listed expenses were duplicative. Others were of a nonrecurring nature. We think the increased child support ordered by trial court is equitable. In addition to his monthly support obligation, Donald shall also pay one half of the children's orthodontal expenses which are not covered by insurance.

Costs on appeal are taxed to Donald.

AFFIRMED AS MODIFIED.