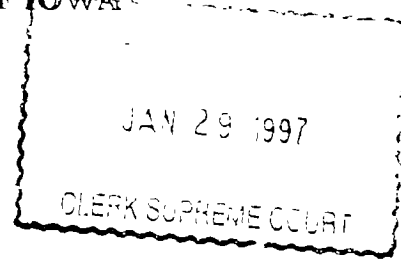


IN THE COURT OF APPEALS OF IOWA

No. 6-587 / 95-1321

**IN RE THE MARRIAGE OF JAMES C. BLOOM
AND DEBORAH J. BLOOM**



**Upon the Petition of
JAMES C. BLOOM,**

Petitioner-Appellee/Cross-Appellant,

**And Concerning
DEBORAH J. BLOOM,**

Respondent-Appellant/Cross-Appellee.

Appeal from the Iowa District Court for Linn County, Larry J. Conmey, Judge.

Deborah Bloom appeals from the district court's order modifying the parties' dissolution decree. **AFFIRMED IN PART AND MODIFIED IN PART.**

Franklin R. York, Cedar Rapids, for appellant.

Judith O'Donohoe, Charles City, for appellee.

Considered by Habhab, C.J., Huitink and Vogel, JJ.

PER CURIAM

This is an appeal by Deborah Bloom claiming the district court improperly modified the child support and alimony provisions of the parties' dissolution decree. On appeal, we affirm in part and modify in part by memorandum opinion pursuant to Iowa Supreme Court Rule 9.

James and Deborah Bloom were divorced in 1985. The dissolution decree granted Deborah primary physical care of the parties' child, Matthew, who was born in 1980. James was ordered to pay child support of \$350 per month. Deborah was awarded alimony of \$400 per month until her death or remarriage. At the time of the dissolution decree, James was a physician in Wisconsin. Deborah was unemployed and planned to return to college. In 1989, the dissolution decree was modified to require James to pay all of Matthew's medical expenses not covered by insurance.

In February 1994, Deborah filed an application for modification seeking to increase James' child support obligation. James responded by seeking to eliminate his alimony obligation. James is currently a physician with the United States Air Force. He has annual income of \$90,984 and net monthly income of \$5,679. He lives on base and does not have any housing or utility expenses. Health and dental insurance is provided to him at no cost. James has remarried and has three step-children. Deborah completed her degree in public relations. (She has also worked toward, but does not intend to complete, a degree in graphic design.) She is employed

as a volunteer and communications coordinator at SAFE Coalition of Cedar Rapids where she has annual income of \$27,300 and net monthly income of \$1,767.

The district court determined James' child support obligation should be increased. The court deviated from the child support guidelines, however, because James is ordered to pay all of Matthew's health and dental insurance premiums and unreimbursed medical expenses. The court also characterized the alimony provided in the dissolution decree as rehabilitative. The court found the rehabilitative purpose had been fulfilled because Deborah was self-supporting, and therefore eliminated the award of alimony. Deborah has appealed.

I. There is no question that James has had a substantial increase in earnings warranting an increase in his child support obligation. Deborah contends, however, the district court should not have deviated from the amount of child support required by the child support guidelines. Under the current child support guidelines James would be required to pay \$1016 per month.

A court cannot vary the amount of child support without a written finding that the guidelines would be unjust or inappropriate. *In re Marriage of Powell*, 474 N.W.2d 531, 533 (Iowa 1991). The district court submitted a written finding that because James is ordered to pay all of Matthew's health and dental insurance premiums and unreimbursed medical expenses it was justified in ordering child support below the guideline amount. The court abused its discretion in deviating from the guidelines.

James testified he pays nothing for Matthew's health and dental insurance premiums. James also testified that Matthew's unreimbursed medical and dental expenses amount to about \$400 per year. James earns more than \$90,000 per year and has no housing expenses. There is nothing in this record to support a finding that child support within the guidelines is unjust or inappropriate.

II. Deborah asks to have the increase in child support made retroactive to the date of service in February 1994. The determination of whether an increase in child support should be retroactive under Iowa Code section 598.21(8) is within the discretion of the trial court. *McIntire v. Leonard*, 518 N.W.2d 793, 794 (Iowa 1994). We find no abuse of discretion under the facts presented in this case.

III. Deborah claims the district court should not have eliminated the award of alimony. We agree. Upon our de novo review, we find the original decree awarded Deborah traditional alimony. The alimony was to terminate only on Deborah's death or remarriage. It was awarded upon consideration of the parties' thirteen-year marriage, the limited property division, James' likely substantial earnings in the future due to his medical degree, and Deborah's likely limited earnings. See *In re Marriage of Francis*, 442 N.W.2d 59, 62-63 (Iowa 1989) (traditional alimony analysis appropriate in long-term marriages where life patterns largely set and the earning potential of both spouses can be predicted with some reliability). It would be unfair to characterize the original alimony provision as

rehabilitative. While Deborah has now entered the workforce, we conclude there has been no substantial change in circumstances not contemplated in the original decree. We conclude the award of alimony should not have been eliminated.

We affirm the decision of the district court in part and modify in part:

(1) James is ordered to pay child support in the amount of \$1016 per month, effective August 1, 1995.

(2) James' alimony obligation to Deborah under the original dissolution decree remains unchanged.

Costs of this appeal are assessed to James.

AFFIRMED IN PART AND MODIFIED IN PART.