FILED
MAR 23 1988
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF
JOANNE K. SWANSON AND TOBIN BARD SWANSON

486

Upon the Petition of)

JOANNE K. SWANSON,)

Petitioner-Appellee/ Cross-Appellant,) Filed March 23, 1988

And Concerning)

TOBIN BARD SWANSON,)

Respondent-Appellant/ Cross-Appellee.) 8-88 / 87-856

Appeal from the Iowa District Court for Dallas County (2161), Peter A. Keller, Judge.

Respondent appeals and petitioner cross-appeals from the trial court's ruling on respondent's application for modification of the alimony and children's health insurance provisions of a marriage dissolution decree. **AFFIRMED.**

Larry D. Knox, Des Moines, for appellant.

F.H. Becker of Patterson, Lorentzen, Duffield, Timmons, Irish, Becker & Ordway, Des Moines, for appellee.

Considered by Oxberger, C.J., and Schlegel and Hayden, JJ.

PER CURIAM

Respondent (Tobin) claims on appeal the trial court should have substantially reduced or terminated petitioner's (Joanne's) rehabilitative alimony and the trial court should not have awarded Joanne attorney fees of $500. Joanne claims on her cross-appeal the trial court should have increased Tobin's child support obligation an additional $80 per month. Also, she requests attorney fees on appeal. We affirm.

The parties' 14-year marriage was dissolved by court decree August 2, 1985. Upon appeal this court modified the trial court's award of child support to Joanne to $600 per month for two children and her alimony to $400 per month for seven years.

At the dissolution trial the judge found the prospects for Joanne's full-time employment as a school teacher for immediate employment were not good and awarded her $500 per month alimony for 144 months. This court reduced that to $400 per month for seven years and designated it rehabilitative alimony. Joanne obtained full-time employment as a school teacher in the Des Moines school district and began teaching on a full time basis at the commencement of the 1986-87 school term. Before that she had only part-time employment.

During the time Joanne remains employed full time with the Des Moines school district, the hospitalization and medical insurance is provided her and the two children of the parties. Tobin had been ordered to maintain and pay for their children's health insurance. This cost was apparently approximately $160 per month. The trial court modified this provision and relieved Tobin of maintaining health insurance for their children as long as this insurance coverage was provided by Joanne's employer at no cost to her.

Our review is de novo. Iowa R. App. P. 4.

We cannot say it was not within the contemplation of the trial court, or of this court for that matter, that Joanne would become gainfully employed as a school teacher on a full-time basis a year after the dissolution decree was entered. We observe both parties have benefited and will continue to benefit by Joanne's continued full-time teaching. Tobin's responsibility to maintain health insurance for the two daughters has been abated and Joanne has more income to assist in providing for herself and the children.

We agree with the trial court's modification changes in all respects. We affirm the trial court's award of $500 attorney fees to Joanne.

Each party shall pay his or her own attorney fees on appeal and costs of appeal are taxed one-half to Tobin and one-half to Joanne.

AFFIRMED.