RICHARD BARBOUR *v.* MARIE BARBOUR
(AC 36241)

Gruendel, Alvord and Sheldon, Js.

Argued December 11, 2014—officially released April 7, 2015

(Appeal from Superior Court, judicial district of Fairfield, Hon. Howard T. Owens, Jr., judge trial referee.)

Marianne J. Charles, for the appellant (defendant).

Maureen P. Williams, for the appellee (plaintiff).

Opinion

ALVORD, J. The defendant, Marie Barbour, appeals from the postjudgment orders of the trial court granting her motion for modification of child support[1] and granting the motion of the plaintiff, Richard Barbour, for contribution toward their son's college expenses. The defendant claims that the court improperly (1) relied on the representations of the plaintiff's counsel in lieu of evidence when it calculated the amount of the modification, and (2) entered an educational support order that failed to comply with General Statutes § 46b-56c. We agree with the defendant and, accordingly, reverse the judgment of the trial court.

The following facts and procedural history are relevant to our review of the defendant's claims. The court, *Klatt*, *J.*, dissolved the parties' twenty year marriage on March 26, 2012. At the time of the dissolution, the parties had two minor children, aged sixteen and twelve. The judgment of dissolution incorporated by reference the parties' separation agreement (agreement), which contained provisions for child support and postmajority educational support. In essence, the parties agreed that they would maintain split physical custody of their two minor children, with the minor son residing with the plaintiff and the minor daughter residing with the defendant. The child support payments were calculated accordingly, and the plaintiff was obligated to pay $50 per week to the defendant. With respect to college expenses, the agreement expressly provided that the court would retain jurisdiction "for purposes of postmajority educational support pursuant to [§] 46b-56c." The agreement further provided that "[t]he parties agree, pursuant to [the] statute, that it is more likely than not that the parents would have provided support to the child for higher education if the family were intact." The defendant was given "possession and control" of the 529 college savings plan accounts for both children.[2]

On August 22, 2013, the defendant served the plaintiff with a motion to modify the plaintiff's child support obligation, claiming a substantial change in circumstances.[3] The plaintiff filed a motion for contribution toward college expenses on September 6, 2013, alleging that the parties' son was enrolled at a university in Texas, that the plaintiff had applied for and exhausted all available options for scholarships and other methods of reducing the college expenses, and that the defendant had failed to make any contributions toward the tuition. A hearing on both motions was held before the court, *Hon. Howard T. Owens*, *Jr.*, judge trial referee, on September 26, 2013. The plaintiff was represented by counsel; the defendant proceeded as a self-represented party.

At the conclusion of the hearing, the court requested

the plaintiff's counsel to submit proposed orders with respect to the motion for contribution toward college expenses. The court stated: "Just give me something, I don't care even if it's in long hand, today." After assuring the defendant that the plaintiff's counsel would share with her a copy of the requested proposed orders, the court told the defendant: "And you don't have to respond to it. I've got your story or what your claims are fairly accurate on both matters. Okay?" The plaintiff filed the proposed orders requested by the court, and the court issued its ruling on both motions on September 26, 2013, the same day as the hearing. The court's order provided: "The defendant's motion for modification, dated August 12, 2013, is granted. This court has examined the child support guidelines and finds that the child support shall increase from $50 per week to $163 per week effective October 4, 2013. Additionally, this court grants the plaintiff's proposed orders regarding college expenses, dated September 26, 2013." The defendant filed a motion for reargument and clarification, which was denied by the court on October 21, 2013. This appeal followed.

I

The defendant's first claim is that the court improperly relied on the representations of the plaintiff's counsel in lieu of evidence when it calculated the amount of the modification to the plaintiff's child support obligation.[4] The defendant argues that "the court relied on the representations of [the plaintiff's] counsel as evidence concerning both the plaintiff's increased income and the defendant's decreased income." The following additional facts are necessary for the resolution of this claim.

At the hearing, the court first addressed the defendant's motion for modification of the plaintiff's child support obligation. Both parties submitted updated financial affidavits at that time. In addition, the plaintiff's counsel submitted a child support guidelines worksheet. After the plaintiff and the defendant were duly sworn by the court clerk, the defendant testified that her income consisted of her earnings as a cleaning lady and the apartment rent that she collected from her tenants. Her financial affidavit indicated that her income had decreased since the judgment of dissolution in March, 2012. She further testified that she could provide the court with the plaintiff's bank statements, which would demonstrate that his income had increased because he made more deposits to his account than his claimed wages as a teacher. She began to inform the court that the family relations officer had determined that $237 per week would be an appropriate amount for the plaintiff's child support obligation, but the court interrupted her and stated: "Don't tell us what they figured."

The plaintiff provided no responsive testimony with

respect to the defendant's motion to modify the child support payment. Instead, the plaintiff's counsel presented argument to the court in which she made various representations about the plaintiff's income and the defendant's income.[5] After discussing prior financial affidavits filed by the parties and the most recent financial affidavits submitted for the hearing, counsel stated: "In any event, I don't believe that [the defendant's] financial circumstances have changed. I believe they're the same as they were at the time of the divorce. I believe [the plaintiff's] financial circumstances have improved to the tune of about $200 a week, and basically that money is coming in one pocket and going out the other in terms of the college expenses."

The plaintiff's counsel then directed the court to the child support guidelines worksheet that she had prepared and explained how she calculated the defendant's income. Although the defendant's most recent financial affidavit indicated a net weekly income of $755, the worksheet prepared by the plaintiff's counsel stated the defendant's net weekly income at $1243. Using her figures, the plaintiff's counsel represented to the court: "And that child support guidelines worksheet, if there is to be a modification, shows $163 a week payable to [the defendant]." In its ruling, the court ordered an increase in the plaintiff's child support obligation from $50 to $163 per week.

We first set forth our standard of review. "The standard of review in family matters is well settled. An appellate court will not disturb a trial court's orders in domestic relations cases unless the court has abused its discretion or it is found that it could not reasonably conclude as it did, based on the facts presented. . . . In determining whether a trial court has abused its broad discretion in domestic relations matters, we allow every reasonable presumption in favor of the correctness of its action. . . . Appellate review of a trial court's findings of fact is governed by the clearly erroneous standard of review. The trial court's findings are binding upon this court unless they are clearly erroneous in light of the evidence and the pleadings in the record as a whole. . . . A finding of fact is clearly erroneous when there is no evidence in the record to support it . . . or when although there is evidence to support it, the reviewing court on the entire evidence is left with the definite and firm conviction that a mistake has been committed." (Internal quotation marks omitted.) *O'Donnell* v. *Bozzuti*, 148 Conn. App. 80, 82–83, 84 A.3d 479 (2014).

"When presented with a motion for modification [brought pursuant to General Statutes § 46b-86 (a)],[6] a court must first determine whether there has been a substantial change in the financial circumstances of one or both of the parties. . . . Second, if the court finds a substantial change in circumstances, it may

properly consider the motion and, on the basis of the . . . [General Statutes] § 46b-82 criteria, make an order for modification. . . . The court has the authority to issue a modification only if it conforms the order to the distinct and definite changes in the circumstances of the parties." (Internal quotation marks omitted.) Id., 87.

Having established that a substantial change in circumstances did exist; see footnote 3 of this opinion; we now look to the amount of the court's modification to determine whether it is supported by the evidence. As previously noted, the plaintiff did not testify during the portion of the hearing that addressed the defendant's motion to modify the child support payment. The only evidence as to the defendant's income was the financial affidavit that she submitted and her testimony at the hearing. The defendant's evidence did not support an increase from $50 to $163 per week.[7] The only document submitted that did support an increase to $163 per week was the child support guidelines worksheet prepared by the plaintiff's counsel. The only statements made in support of that amount were the representations of the plaintiff's counsel. In arriving at the figure of $163 as the amount of the modification, the court had to have relied on the worksheet prepared by the plaintiff's counsel and the representations of the plaintiff's counsel. There is nothing else in the record that supports the court's determination.

"A court may not rely on a worksheet unless it is based on some underlying evidence." *McKeon* v. *Lennon*, 155 Conn. App. 423, 444, A.3d (2015). "This court, as well as our Supreme Court, repeatedly has stated that representations of counsel are not evidence. See, e.g., *State* v. *Sauris*, 227 Conn. 389, 404, 631 A.2d 238 (1993), overruled in part on other grounds by *Label Systems Corp.* v. *Aghamohammadi*, 270 Conn. 291, 309, 852 A.2d 703 (2004); *Cologne* v. *Westfarms Associates*, 197 Conn. 141, 154, 496 A.2d 476 (1985); *Baker* v. *Baker*, 95 Conn. App. 826, 832, 898 A.2d 253 (2006); *Irizarry* v. *Irizarry*, 90 Conn. App. 340, 345, 876 A.2d 593 (2005); *Prial* v. *Prial*, 67 Conn. App. 7, 14, 787 A.2d 50 (2001); *Tevolini* v. *Tevolini*, 66 Conn. App. 16, 26, 783 A.2d 1157 (2001); *Constantine* v. *Schneider*, 49 Conn. App. 378, 397, 715 A.2d 772 (1998); *Martin* v. *Liberty Bank*, 46 Conn. App. 559, 562–63, 699 A.2d 305 (1997)." (Internal quotation marks omitted.) *Dionne* v. *Dionne*, 115 Conn. App. 488, 493–94, 972 A.2d 791 (2009). Because there was no evidence in the record to support an increase in the plaintiff's obligation from $50 per week to $163 per week, the trial court's modification order lacked a factual foundation and cannot stand.

II

The defendant also claims that the court's ruling on the plaintiff's motion for contribution toward their son's college expenses was improper. She argues that the court exceeded its authority by entering an educational

support order that was beyond the scope of § 46b-56c (f).[8] Specifically, the defendant claims that the court improperly ordered her to pay one half of the incidental expenses incurred in relocating their son from Connecticut to Texas. Further, in addition to claiming that the enumerated expenses were not "necessary educational expenses," the defendant challenges the court's ruling on the ground that it failed to consider or articulate the factors set forth in § 46b-56c (c) to support its order.[9]

Article X of the parties' separation agreement, titled "College Education," provided: "The court shall retain jurisdiction over the case for purposes of postmajority educational support pursuant to . . . § 46b-56c. The parties agree, pursuant to statute, that it is more likely than not that the parents would have provided support to the child for higher education if the family were intact.

"The [defendant] shall have possession and control of [the minor children's] 529 accounts, which shall be used by her solely for each child's college expenses. The [defendant] shall provide an annual account statement to the [plaintiff] of the monies in these accounts. She shall not make withdrawals from these accounts except to pay the post-secondary expenses of [their son] and/or [their daughter], including but not limited to expenses for tuition, room, board, books, and other materials as reasonable expenses for college. Upon consultation and written agreement between the parties which shall not be unreasonably withheld, and if permitted by law, the monies in the 529 account can be used for college application fees, SAT prep fees, and other reasonable pre-college preparatory expenses."

At the time of the hearing, the plaintiff testified in support of his motion for contribution toward college expenses. He testified that their son attended Southwestern University in Texas and provided a copy of the tuition bill. He further testified that he borrowed money from his sister to pay the tuition because the defendant refused to pay any tuition expenses from the funds in the 529 account. The plaintiff also testified that he was paying his son's living expenses while he attended college. In addition to requesting that the defendant transfer possession and control of the 529 account to him, the plaintiff testified that he wanted the defendant to pay one half of the $500 he paid each month toward college expenses that exceeded available funds in the 529 account.

Finally, the plaintiff requested that the defendant also be ordered to contribute toward the "out-of-pocket" expenses he incurred in relocating their son from Connecticut to Texas in order for him to be able to attend Southwestern University.[10] The plaintiff testified that he was seeking a proportionate reimbursement for, inter alia, roundtrip airfare,[11] lodging, supplies for the dormitory, and books. The defendant objected on the

basis that she had not been provided with receipts or any other documentation for the claimed "out-of-pocket" expenses. The plaintiff's counsel represented that she could obtain the receipts, but that she did not have them available at that moment. The court then passed the matter to accommodate the plaintiff and his counsel. Sometime later that day, the parties were back before the court and the plaintiff's counsel submitted a copy of excerpts from the plaintiff's online record of bank account activity. The defendant objected to its admission as a full exhibit. The court ruled on that objection: "No, I'm going to order it as an—mark it full, okay. If you have any problems, you can tell me why you have a problem with it later." On the basis of the plaintiff's testimony and the exhibit submitted,[12] the plaintiff requested that the defendant contribute one half of the claimed "out-of-pocket" expenses, which totaled $908.61.

The court then concluded the hearing, after receiving an assurance from the plaintiff's counsel that she would file proposed orders that day and provide a copy to the defendant. The plaintiff's proposed orders were filed, as promised, on September 26, 2013,[13] and the court issued its ruling also on September 26, 2013: "[T]his court grants the plaintiff's proposed orders regarding college expenses, dated September 26, 2013."

The defendant claims that the court entered an educational support order that failed to comply with § 46b-56c in the following respects: (1) the court did not articulate or consider the circumstances set forth in § 46b-56c (c); and (2) the court ordered the defendant to pay incidental expenses rather than necessary educational expenses as required by § 46b-56c (f). The defendant's claim presents an issue of statutory interpretation, and, therefore, our review is plenary. See *Financial Consulting, LLC* v. *Commissioner of Insurance*, 315 Conn. 196, 209, 105 A.3d 210 (2014).

"When construing a statute, [o]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature. . . . In other words, we seek to determine, in a reasoned manner, the meaning of the statutory language as applied to the facts of [the] case, including the question of whether the language actually does apply. . . . In seeking to determine that meaning, General Statutes § 1-2z directs us first to consider the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered." (Internal quotation marks omitted.) *Alvord Investment, LLC* v. *Zoning Board of Appeals*, 282 Conn. 393, 401–402, 920 A.2d 1000 (2007). "The test to determine ambiguity is whether the statute, when read in context, is susceptible to more

than one reasonable interpretation." (Internal quotation marks omitted.) *Alexson* v. *Foss*, 276 Conn. 599, 605, 887 A.2d 872 (2006).

A

Section 46b-56c (c) requires a court to make a finding, before it enters an educational support order, that it is more likely than not that the parents would have provided support to the child for higher education if the family were intact. In the present case, the parties included a provision for postmajority educational support in their separation agreement, which was incorporated into their judgment of dissolution. The agreement provided that the court would retain jurisdiction over postmajority educational support pursuant to § 46b-56c. It further provided that the parties agreed that they would have provided such support to their children had the family remained intact. The court could properly rely upon that representation as the factual finding required by the statute.

After that finding is made, however, the court then "shall consider all relevant circumstances" pursuant to § 46b-56c (c) before entering the order. Those enumerated circumstances include, inter alia, the parties' income, assets and other obligations as well as the availability of financial aid from other sources. The court's educational support order in the present case does nothing more than "grant the plaintiff's proposed orders regarding college expenses." The court does not state that it had considered any of the factors in the relevant statute. Further, as discussed in part I of this opinion, the court made an erroneous determination as to the defendant's income. Moreover, even though the plaintiff's motion alleged that the plaintiff had applied for and exhausted all available options for scholarships and other sources to reduce the college expenses, the plaintiff provided no testimony or other evidence addressed to this bare allegation. Accordingly, the court's failure to comply with § 46b-56c (c) cannot be deemed to have been harmless; see *Sander* v. *Sander*, 96 Conn. App. 102, 118, 899 A.2d 670 (2006); because there is insufficient evidence in the record to support a conclusion that the court did consider the relevant circumstances.

B

We next address the defendant's claim that the court's ruling exceeded the scope of § 46b-56c (f) because the court ordered the defendant to reimburse the plaintiff for incidental expenses rather than necessary educational expenses.[14] In accordance with § 1-2z, we begin our analysis with the plain language of the statute. Section 46b-56c (f) provides: "The educational support order may include support for any necessary educational expense, including room, board, dues, tuition, fees, registration and application costs, but such

expenses shall not be more than the amount charged by The University of Connecticut for a full-time in-state student at the time the child for whom educational support is being ordered matriculates, except this limit may be exceeded by agreement of the parents. An educational support order may also include the cost of books and medical insurance for such child."

The defendant claims that the court's order required the defendant "to pay for transportation as well as incidental expenses, such as lodging and restaurant expenses incurred during the time [the] plaintiff spent moving the son to college. Such expenses are simply not 'necessary educational expenses' as statutorily defined." The plaintiff counters that "the language of the statute is not limited to enumerated items and permits any necessary educational expense . . . . The statute encompasses one-time, nonrecurring requests for items to establish a student at a university." The plaintiff further emphasizes that the expenses were "modest" and "should be viewed as in the nature of support for the child to attend an institution of higher learning. The child could not attend a school if his baggage did not arrive, nor if he were unable to take transport to and from an airport."

The defendant's claim requires that we determine the scope of necessary educational expenses that can be included in an educational support order. "In interpreting [statutory] language . . . we do not write on a clean slate, but are bound by . . . previous judicial interpretations of this language and the purpose of the statute." (Internal quotation marks omitted.) *Commissioner of Public Safety* v. *Freedom of Information Commission*, 312 Conn. 513, 527, 93 A.3d 1142 (2014). In *Kelman* v. *Kelman*, 86 Conn. App. 120, 121, 860 A.2d 292 (2004), cert. denied, 273 Conn. 911, 870 A.2d 1079 (2005), this court reviewed the defendant's claim that the trial court exceeded its authority pursuant to § 46b-56c in fashioning its educational support orders. This court held that § 46b-56c is clear and unambiguous with respect to certain provisions mandating that such orders can only require postmajority educational support for "up to a total of four full academic years" pursuant to subsection (a), and that such expenses can "not be more than the amount charged by The University of Connecticut for a full-time in-state student at the time the child for whom educational support is being ordered matriculates," pursuant to subsection (f). Id., 124–25. In reviewing the trial court's order in *Kelman*, this court determined that the order failed to conform to § 46b-56c in several respects: "The order is not limited to when the parties' children reach the age of twenty-three. The order fails to limit the defendant's obligations to a total of four full academic years. The order does not specify that the defendant's obligations shall not be more than the amount charged by the University of Connecticut for a full-time in-state student.

Finally, the order requires the defendant to pay for the children's incidental expenses and for their transportation to and from the school and the parents' residence, neither of which is mentioned in § 46b-56c." (Emphasis added.) Id., 125–26. For those reasons, this court concluded that the trial court's postmajority educational support order was improper. Id., 126.

In the present case, the proposed orders "granted" by the court do not contain any language specifying that the defendant's obligations shall not be more than the amount charged by the University of Connecticut for a full-time in-state student. With respect to the $908.61 payment that the court ordered as reimbursement to the plaintiff for his out-of-pocket expenses, neither the court nor the proposed orders submitted by the plaintiff's counsel identify the expenses as "necessary educational expenses." Instead, the plaintiff relies on the online credit card exhibit admitted at the hearing and claims that the retail items listed thereon all fall within the statutory language. We disagree.

We now address the scope of permissible expenses encompassed within the statutory requirement that postmajority educational support be limited to "necessary educational expense[s]," pursuant to § 46b-56c (f). Although this court in *Kelman* determined that the transportation expenses and other "incidental expenses" were not properly included in the educational support order, there is no other appellate case law that interprets the language of § 46b-56c (f) that is at issue here. The statute does provide some guidance by enumerating certain educational expenses that would be considered necessary, such as room, board, dues, tuition, fees, registration and application costs, and it further provides that an educational support order may include the cost of books and medical insurance for the child. The statute does not, however, state that necessary educational expenses are limited to those enumerated items.

To the extent that the scope of necessary educational expenses could be considered ambiguous, our conclusion that expenses for restaurant meals, lodging and transportation are not within the scope of § 46b-56c is consistent with the statute's legislative history and purpose. Section 46b-56c was enacted by the legislature in 2002 and became effective on October 1, 2002. See Public Acts 2002, No. 02-128.[15] Prior to its enactment, the law with respect to postmajority support was well established. "As a general matter, [t]he obligation of a parent to support a child terminates when the child attains the age of majority, which, in this state, is eighteen. General Statutes § 1-1d . . . ." (Internal quotation marks omitted.) *Crews* v. *Crews*, 107 Conn. App. 279, 301, 945 A.2d 502 (2008), aff'd, 295 Conn. 153, 989 A.2d 1060 (2010). This rule was modified by the provisions of § 46b-56c, allowing the issuance of an educational

support order upon motion of a party and after the making of certain subsidiary findings by a court. Id., 302. "In the absence of a statute or agreement providing for postmajority assistance, however, a parent ordinarily is under no legal obligation to support an adult child." (Internal quotation marks omitted.) Id.

The legislative history of § 46b-56c reveals that the statute was intended to reflect a public policy in this state that divorced parents could be ordered to contribute to the higher education expenses of their postmajority children, under certain circumstances, in order to increase the academic and employment opportunities for Connecticut residents. See, e.g., Conn. Joint Standing Committee Hearings, Judiciary, Pt. 4, 2002 Sess., p. 1214–15. Nevertheless, concerns were expressed during the public hearing and sessions of the House and Senate that the bill could impose burdensome obligations. Proposed House Bill No. 5088, 2002 Sess., as discussed by the legislators and members of the public in 2002, initially included medical expenses, dental expenses and living expenses as part of the enumerated necessary educational expenses. Subsequent amendments to the proposed bill eliminated those particular enumerated expenses and added the restrictive language that the duration of college support be limited to four years and that the expenses could not be more than the amount charged by the University of Connecticut for a full-time in-state student.[16] See Substitute House Bill 5088, 2002 Sess. The amendments clearly narrowed the scope of the expenses that could be ordered by a trial court for postmajority educational support.

The plaintiff's interpretation of the statutory language would broaden the scope of educational expenses to include, in essence, any costs in any way connected with the child's college education. He argues that all of the expenses of relocating the child from one state to another, including travel, restaurant meals and lodging, as well as the costs of furnishing the dormitory room and other living expenses, are properly included in a court's postmajority educational support order. Neither the language of the statute nor its legislative history in any way supports such an interpretation. We conclude that the court's postmajority support order exceeded the scope of § 46b-56c and was, therefore, improper.

The judgment is reversed and the case is remanded for a new hearing on the defendant's motion for modification of child support and the plaintiff's motion for contribution toward college expenses.

In this opinion the other judges concurred.

[1] The defendant asked the court to increase the plaintiff's weekly child support obligation for their fourteen year old daughter from $50 to $237. The court, however, after referring to the child support guidelines worksheet provided by plaintiff's counsel, increased the weekly amount to $163.

[2] Funds in a 529 account receive favorable tax treatment and are available for qualified education expenses only. See 26 U.S.C. § 529.

[3] Although one of the defendant's claims on appeal is that the court's modification order is invalid because it failed to make a finding that there had been a substantial change in circumstances, we find this argument to be disingenuous and we disregard that claim. The defendant claimed, in her motion and before the trial court, that there had been a substantial change in circumstances warranting an increase in the plaintiff's child support obligation because (1) the parties' son was attending college and (2) the plaintiff "makes substantially more income." "[A] party may not take one side of an issue at trial and jump to the other side on appeal when the outcome of trial was unsatisfactory to him." *Wallenta* v. *Moscowitz*, 81 Conn. App. 213, 226, 839 A.2d 641, cert. denied, 268 Conn. 909, 845 A.2d 414 (2004).

At the time the motion for modification was served on the plaintiff, the parties' son had attained the age of majority. "It is . . . axiomatic that support for a minor child extends to age eighteen only . . . . [I]t is well established that a child attaining the age of majority constitutes a substantial change in circumstances, justifying the modification of a support order." (Citations omitted; internal quotation marks omitted.) *McKeon* v. *Lennon*, 155 Conn. App. 423, 436–37, A.3d (2015).

[4] On appeal, the defendant raises an additional claim that the court's order was improper because it failed to make a finding as to the parties' net income. It is not necessary to address that issue because our resolution of this claim is dispositive.

[5] The representations of plaintiff's counsel were made after the following colloquy:

"The Court: So there has been some decrease in the amount of [the defendant's] income; is that right?

"[The Plaintiff's Counsel]: I would submit to the Court that there hasn't been. And if I have to go through the—the proof of that I'd be happy to.

"The Court: Well just, you know, I'm not asking you to do it through the proof, but ask—tell me why."

[6] General Statutes § 46b-86 (a) provides in relevant part: "Unless and to the extent that the decree precludes modification, any final order for the periodic payment of permanent alimony or support . . . may, at any time thereafter, be continued, set aside, altered or modified by the court upon a showing of a substantial change in the circumstances of either party or upon a showing that the final order for child support substantially deviates from the child support guidelines . . . unless there was a specific finding on the record that the application of the guidelines would be inequitable or inappropriate. . . ."

[7] The defendant's evidence would have mandated a greater increase to $237 per week.

[8] General Statutes § 46b-56c (f) provides: "The educational support order may include support for any necessary educational expense, including room, board, dues, tuition, fees, registration and application costs, but such expenses shall not be more than the amount charged by The University of Connecticut for a full-time in-state student at the time the child for whom educational support is being ordered matriculates, except this limit may be exceeded by agreement of the parents. An educational support order may also include the cost of books and medical insurance for such child."

[9] General Statutes § 46b-56c (c) provides: "The court may not enter an educational support order pursuant to this section unless the court finds as a matter of fact that it is more likely than not that the parents would have provided support to the child for higher education or private occupational school if the family were intact. After making such finding, the court, in determining whether to enter an educational support order, shall consider all relevant circumstances, including: (1) The parents' income, assets and other obligations, including obligations to other dependents; (2) the child's need for support to attend an institution of higher education or private occupational school considering the child's assets and the child's ability to earn income; (3) the availability of financial aid from other sources, including grants and loans; (4) the reasonableness of the higher education to be funded considering the child's academic record and the financial resources available; (5) the child's preparation for, aptitude for and commitment to higher education; and (6) evidence, if any, of the institution of higher education or private occupational school the child would attend."

[10] The plaintiff's appellate brief characterizes these expenses as "attendant one-time, nonrecurring out-of-pocket costs."

[11] Ultimately, the plaintiff did not ask the trial court to order contribution toward the roundtrip airfare. As plaintiff's counsel indicated to this court

at the time of oral argument, the plaintiff was unable to "memorialize" those charges at the time of the hearing and therefore did not request them.

[12] The exhibit, entitled "Chase Online - Account Activity," consists of two pages and lists debit card transactions for dates in August and September, 2013. Some of the purchases are circled, with handwritten notations such as "trip," "dorm," "contacts," "calculator," and "shuttle." The creditors include "Comfort Suites," "Stiles Switch BBQ," "Louie Mueller Barbecue," "Dos Salsas Café," "Target," "Supershuttle Execucar," "Hitchcock Munson Optical," and "Amazon.com."

[13] The plaintiff's proposed orders provide in relevant part: "1. The Defendant . . . will transfer the 529 account for [the parties' son] . . . to [the plaintiff]. . . . The plaintiff . . . will use those monies to pay the college expenses of [the parties' son] at Southwestern University in Georgetown, Texas as follows: $5000 shall be paid to Southwestern for the school year 2013-2014, $5000 for the school year 2014-2015, $5000 for the school year 2015-2016, and the balance shall be payable in full in a subsequent school year(s). The parties shall divide the current out-of-pocket expenses for tuition of $500 monthly. [The defendant] shall pay her [one-half] share or $250 to [the plaintiff] on or about the first of the month, commencing as of October 1, 2013;

"2. The parties shall divide the Fall 2013 out-of-pocket expenses for [the parties' son] of $1817.23. [The defendant] shall pay to [the plaintiff] her share, or $908.61, no later than November 1, 2013. Either party may come to court in the event other and further or subsequent out-of-pocket expenses for tuition, room, board, insurance or transportation arise in subsequent semesters;

"3. These orders shall be modifiable upon proof of a change in circumstances."

[14] We address this claim because this issue is likely to arise on remand and is adequately briefed. See *Fox* v. *Fox*, 152 Conn. App. 611, 614, 99 A.3d 1206, cert. denied, 314 Conn. 945, 103 A.3d 977 (2014).

[15] Except for a minor amendment to subsection (b) of the statute, the language of § 46b-56c has not changed. See Public Acts 2011, No. 11-214, § 6.

[16] For a summary of the amendments, see Office of Legislative Research, Amended Bill Analysis, Substitute House Bill 5088, "An Act Concerning Educational Support Orders," (2002), available at http://www.cga.ct.gov/2002/sba/2002HB-05088-R01-BA.htm (last visited March 26, 2015).