IN THE COURT OF APPEALS OF IOWA

No. 2-902 / 12-0280
Filed November 15, 2012

IN RE THE MARRIAGE OF DAWN M. GEISINGER AND BRUCE GEISINGER

Upon the Petition of
DAWN M. GEISINGER, n/k/a Dawn M. Huntoon,
Petitioner-Appellant,

And Concerning
BRUCE GEISINGER,
Respondent-Appellee.

Appeal from the Iowa District Court for Clay County, David A. Lester, Judge.

Dawn Geisinger (n/k/a Dawn Huntoon) appeals from the district court's determination that good cause did not exist to require a postsecondary education subsidy. **AFFIRMED.**

John L. Sandy of Sandy Law Firm, P.C., Spirit Lake, for appellant.

Matthew T. E. Early of Fitzgibbons Law Firm, Estherville, for appellee.

Considered by Potterfield, P.J., and Danilson and Tabor, JJ.

POTTERFIELD, P.J.

Dawn Geisinger (n/k/a Dawn Huntoon) appeals from the district court's denial of her request for an order requiring a postsecondary educational subsidy for the party's daughter. She asserts the district court improperly classified a private student loan requiring her signature as a financial resource of the child, not the parties. We affirm the district court's classification of the loan as a financial resource of the child.

I. Facts and Proceedings

The parties, Dawn and Bruce Geisinger, were divorced by stipulated decree November 13, 1995. The decree contained a section regarding postsecondary education for the parties' daughter, which provided that if she attends college full time, then "the Court shall retain jurisdiction of this proceeding for the purpose of ascertaining the amount of college support" to be furnished by the parties to their daughter.

Their daughter attended and graduated from community college without assistance from Bruce, and enrolled full-time at another postsecondary institution. To finance the daughter's further postsecondary education, Dawn co-signed a private student loan offered to the daughter on the condition a parent co-sign. The co-signed loan, along with other sources of financial aid, provided the parties' daughter with sufficient funds to pay for the total cost of the year of education, and more funds than the cost of an in-state public school.

Dawn filed an application for college support in October of 2011, seeking assistance from Bruce with their daughter's education costs. Specifically, she sought reimbursement for one-third of the community college costs, and Bruce's

contribution toward one-third of the further postsecondary schooling costs. A contested hearing was held on January 17, 2012. The district court denied Dawn's application, finding there was not good cause for a postsecondary education subsidy as the financial resources available to the daughter exceeded her total education costs. As part of this determination, the court found the private loan co-signed by Dawn was a financial resource available to the daughter under Iowa Code section 598.21F (2011). The court also found that insufficient information was provided regarding the community college costs.

II. Analysis

We review a court's grant or denial of educational subsidies in dissolution of marriage actions de novo. *In re Marriage of Neff*, 675 N.W.2d 573, 577 (Iowa 2004). On appeal, Dawn only assigns one point of error: the categorization of the co-signed loan as a financial resource of the parties' daughter. In *Neff*—and later, in *Sullins*—our supreme court considered a parent's obligation to provide a postsecondary education subsidy under Iowa Code section 598.21F. *Id.* at 579; *In re Marriage of Sullins*, 715 N.W.2d 242, 253 (Iowa 2006).

> An award of a postsecondary education subsidy first requires good cause. In determining good cause, the court considers:
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> > the age of the child, the ability of the child relative to postsecondary education, the child's financial resources, whether the child is self-sustaining, and the financial condition of each parent.
> > Iowa Code § 598.21(5A)(a). Thus, if these factors fail to support good cause, no subsidy is necessary. For example, the financial resources of the child, along with other statutory factors, could justify a finding that a subsidy is not needed.

Sullins, 715 N.W.2d at 253 (citation omitted).

The only factor in dispute here is the effect of a co-signed, private student loan in determining good cause for an award of a postsecondary education subsidy. In *Neff*, our supreme court considered student loans which the student is obligated to repay, in contrast to loans in which the parent, rather than the student, is the primary obligor.

> In addition, Anthony was offered a $3500 federally subsidized Stafford loan, while Angela was offered $2625. Again, given the meager financial situations of the parents, it is not unreasonable to expect Anthony and Angela to assume responsibility for repayment of these loans. *Cf*. *In re Marriage of Vannausdle*, 668 N.W.2d 885, 890 [Iowa 2003] ("loans should have been excluded from the student contribution component of the formula . . . . Implicit in the parties' approach is their mutual understanding . . . loans should not be used to reduce their respective subsidy.").
> . . .
> In arriving at the expected contributions of the children, we do *not* consider the University's "award" of $3398 to Anthony, and $5213 to Angela, of a "PLUS (Parent) Loan." These "awards" are, in truth, merely offers for *Deborah or Robert* to assume loans, and therefore are possible *parental*, not expected *student* contributions.

Neff. 675 N.W.2d 579–80 (internal citations omitted, emphasis in original). While the court did not consider private loans requiring parental co-signature in that case, we believe the same logic applies here.

Unlike the PLUS loan considered in *Neff*, Dawn is not the individual primarily obligated on her daughter's loan. She only becomes obligated to pay after a default. This asset is not a financial resource of Dawn or Bruce; the co-signature requirement does not go so far as to constitute an offer for them to assume loans. Whether we consider the categorization of the loan as a legal issue, as Dawn urges, or as a factual issue, as Bruce urges, we find the district court was correct in its classification of the loan.

We therefore affirm. Costs on appeal are assessed to Dawn.

AFFIRMED.