RENDERED: SEPTEMBER 6, 2002; 2:00 p.m.
NOT TO BE PUBLISHED

Commonwealth Of Kentucky

Court Of Appeals

NO. 2000-CA-002964-MR

DANIEL K. DOYLE — APPELLANT

v.

APPEAL FROM JEFFERSON CIRCUIT COURT
HONORABLE DANIEL A. SCHNEIDER, JUDGE
ACTION NO. 94-FD-001247

BEVERLY M. MILLER — APPELLEE

OPINION
AFFIRMING
** ** ** ** **

BEFORE: EMBERTON, CHIEF JUDGE, BUCKINGHAM AND GUDGEL, JUDGES.

BUCKINGHAM, JUDGE: Daniel K. Doyle appeals from an order of the Jefferson Circuit Court denying his motion to alter, amend, or vacate the trial court's July 5, 2000 order requiring him to pay one-half of all school-related expenses incurred by his children that are not attributable to extracurricular activities. Upon reviewing the record and applicable law, we affirm.

Doyle and Beverly M. Miller were divorced by a decree of dissolution of marriage entered on July 12, 1994. This marriage produced two daughters. At issue in this appeal is the payment of the children's school-related expenses.

The parties herein entered into an agreement which was incorporated into the dissolution decree. Numerical paragraph ten of this agreement provides as follows:

> 10. Commencing in April of 1994, the parties shall divide equally the tuition or tithing requirements for the children to attend Our Lady of Lourdes Parochial School until each child graduates from said institution. All other elementary school expenses incurred on behalf of the children shall be divided equally, which shall include extracurricular academic, athletic and summer activities.
>
> In the event the children attend parochial high schools or attend the college of their choice, all school-related expenses shall be divided on a gross income percentage basis according to the parties' previous year's income tax returns. . . .

In 1998, the parties entered into an Agreed Order modifying the provision of the above cited paragraph. Numerical paragraph five of the 1998 Agreed Order states:

> The parties shall pay on a gross income basis (according to the parties' previous year income tax returns) the tuition and registration costs for each of their daughters to attend parochial high school and the college of their choice. . . .
>
> The Respondent no longer has any obligation to contribute to any extracurricular academic, athletic, summer activity, or any other like or similar expense on behalf of his children. . . .

On May 26, 2002, Miller filed a motion to compel Doyle to pay for school-related expenses in addition to tuition and registration costs incurred by their daughters. Doyle argued that, pursuant to the 1998 Agreed Order, he has no obligation to pay for any expenses related to the education of his daughters other than tuition and registration costs.

On July 5, 2000, the trial court granted Miller's motion and ordered Doyle to pay his share of the children's school-related expenses. In that order, the trial court held:

> The Respondent no longer has any obligation to contribute to any extracurricular, academic, athletic, summer activity, or any other like or similar expense on behalf of his children.
>
> This does not mean "tuition only." The Respondent is still obligated to pay one half of all school related expenses that are not attributable to "extracurricular, academic, athletic, or summer activity or any other like or similar expense." Those expenses could be but are not limited to those items such as books, uniforms, mandatory school trips, lab fees, etc....

Doyle immediately filed a motion with the trial court asking that its July 5, 2000 order be altered, amended, or vacated. The trial court denied Doyle's motion, and this appeal followed.

Doyle argues that the trial court erred by ordering him to pay a portion of his daughters' educational expenses that are incidental to parochial school tuition and registration fees. He asserts that the court clearly exceeded its authority when it rewrote "the unambiguous language of the parties' August 1998 Agreed Order." We disagree.

In its November 14, 2000 order denying Doyle's motion to alter, amend, or vacate its July 2000 ruling, the trial court reasserted that Doyle was not responsible for expenses incurred by his daughters in the pursuit of extracurricular activities. However, the court held that the language of the July 2000 Agreed Order required Doyle to pay for any expenses incurred by his

children that are directly related to school. We agree and construe the second paragraph in numerical paragraph five of the Agreed Order as amending the original order only to the extent it relieved Doyle from sharing in the expenses of extracurricular activities.

The judgment of the Jefferson Circuit Court is affirmed.

ALL CONCUR.

BRIEF FOR APPELLANT:

B. Mark Mulloy
Louisville, Kentucky

BRIEF FOR APPELLEE:

Thomas E. Clay
Louisville, Kentucky