NOT DESIGNATED FOR PUBLICATION

No. 110,195

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

In the Matter of the Marriage of

THOMAS GLOVER,
Appellant,

and

JENNIFER GLOVER,
Appellee.

MEMORANDUM OPINION

Appeal from Leavenworth District Court; GUNNAR A. SUNDBY, judge. Opinion filed October 24, 2014. Affirmed in part, reversed in part, and remanded with directions.

Gerald N. Jeserich, of Law Offices of Gerald N. Jeserich, of Kansas City, for appellant.

Paul R. Klepper, of Kansas Child Support Services, of Topeka, for appellee.

Before HILL, P.J., POWELL and STEGALL, JJ.

Per Curiam: Thomas and Jennifer Glover divorced in September 2007. Thomas and Jennifer have two minor children, and since their divorce they have had numerous disputes regarding—and subsequent revisions to—their child support obligations. The present case presents two issues: (1) whether Thomas is entitled to the multiple-family application credit and (2) whether Thomas is entitled to an 18% or a 16% equal parenting time deduction. The parties are familiar with the facts, and we see no need to recite them in detail here.

We review a district court's order determining the amount of child support for abuse of discretion, while the interpretation and application of the Kansas Child Support Guidelines (the "Guidelines") are subject to unlimited review. *In re Marriage of Thomas*, 49 Kan. App. 2d 952, 954, 318 P.3d 672 (2014). Use of the Guidelines is mandatory, and failure to follow the Guidelines is reversible error. *Thomas*, 49 Kan. App. 2d 952, Syl. ¶ 2.

The Multiple-Family Application Credit

The district court granted Thomas the multiple-family application credit. "The Multiple-Family Application may be used to adjust the child support obligation of the parent not having primary residency when that parent has legal financial responsibility for the support of other children who reside with that parent." Kansas Child Support Guidelines III.B.6. (2013 Kan. Ct. R. Annot. 128). The parties agree that Thomas only has an obligation to support his two children. Jennifer has a third child who lives with her. Thomas argues that Jennifer's third child entitles him to the multi-family application credit in order to adjust his "child support obligation to only his two children, instead of essentially underwriting [Jennifer's] new child's living expenses shared by his children."

Thomas finds support in the rule that "the Multiple-Family Application is available to either party in defense of a requested child support increase." Kansas Child Support Guidelines III.B.6. (2013 Kan. Ct. R. Annot. 129). *State ex rel. Secretary of SRS v. Huffman*, 22 Kan. App. 2d 577, 580, 920 P.2d 965 (1996). While it is true that either party can use the multiple-family application credit in their defense, it is still limited to adjusting the child support of a parent who "has legal financial responsibility for the support of other children who reside with that parent." Kansas Child Support Guidelines III.B.6. (2013 Kan. Ct. R. Annot. 128). It is undisputed that Thomas does not have legal financial responsibility for any other children residing with him. As such, he cannot benefit from the multiple-family application credit, and the district court erroneously

gave him that benefit. See *Coulter v. Anadarko Petroleum Corp.*, 296 Kan. 336, 351, 292 P.3d 289 (2013) (a district court abuses its discretion when it makes an error of law).

The Equal Parenting Time Deduction

On the equal parenting time worksheet, the district court found that the parties did not have a written agreement to each provide clothing for the children in their own home. Thus, per the worksheet, the district court granted Thomas an 18% equal parenting time deduction. Inexplicably, despite the fact that it resulted in a ruling favorable to him, Thomas disputes the district court's finding of no written agreement. Thomas claims that the district court's order that the parties shall each pay for the childrens' "[c]lothing to wear during the time with that parent" is, *ipso facto*, a "written agreement to each provide clothing for the children in their own home." Jennifer agrees. However, we do not.

An order of the court is not a written agreement between the parties. The district court apparently found, as a matter of fact, that there was no written agreement. Our review of the record does not turn up any written agreement and, other than the court's prior order, the parties do not point to any written agreement. The district court did not abuse its discretion in setting the equal parenting time deduction at 18%.

Affirmed in part, reversed in part, and remanded with directions to recalculate the proper child support amount consistent with this opinion.