Note: Decisions of a three-justice panel are not to be considered as precedent before any tribunal.

ENTRY ORDER

SUPREME COURT DOCKET NO. 2004-421

JANUARY TERM, 2005

Susan L. McWhinney v. Robert Quinlan	}	APPEALED FROM: Washington Family Court DOCKET NO. 338-9-90 Wmdm Trial Judge: Geoffrey Crawford

In the above-entitled cause, the Clerk will enter:

Husband Robert Quinlan appeals from the family court' s order granting wife' s motion to enforce the terms of the parties' final divorce order, and ordering him to pay 80% of his daughter' s summer school tuition, books, and incidental expenses. He argues that the court erred because: (1) the parties' stipulation does not require him to pay for makeup classes; (2) he is only required to pay 80% of each element of his daughter' s college costs, not 80% of their combined cost; and (3) he had already satisfied his support obligation when the court ordered him to pay for summer school. We affirm.

Husband and wife divorced in 1991. At that time, the parties stipulated that in lieu of paying maintenance to wife, husband would pay " eighty percent (80%) of the tuition, room, and board, at the equivalent rate of the University of Vermont for each child' s four-year attendance to college." The parties also agreed that husband would pay 80% of the cost of the children' s books, fees, and transportation to and from college, as well as $40.00 a month for the children' s college clothing. The parties' daughter, Katie, attended Lyndon State College during the fall of 2002, but dropped out after one semester. In the fall of 2003, she enrolled at Norwich University. Wife filed an emergency motion for enforcement, asking the court to order husband to pay 80% of Katie' s tuition and related expenses. After a hearing, the court ordered husband to pay $7230, which represented 80% of the current UVM in-state tuition, and $1500, which represented 80% of the estimated cost of Katie' s board at home. Katie failed several courses at Norwich, and enrolled in summer school classes. In June 2004, wife filed another motion for enforcement, asking the court to order husband to pay 80% of Katie' s summer school expenses.

In an August 2004 entry order, the court granted wife' s request. The court explained that husband' s payment obligation was derived from the cost of in-state tuition at the University of Vermont, which was currently $19,053 for tuition, room, and board. Eighty-percent of this amount was $15,242.40, which the court found represented husband' s maximum responsibility for his daughter' s college costs. The court rejected the argument that husband was obligated to pay only 80% of each element (tuition, room, and board) calculated and paid separately. The court found that husband had paid much less than $15,242.40 during the 2003-2004 academic year because Katie had been living at home, and his contribution toward her room and board had been greatly reduced. Thus, the court explained, although Katie' s tuition expenses had been higher because she needed to repeat two classes, this was balanced out by Katie' s decision to live at home. The court thus ordered husband to pay 80% of Katie' s summer school costs within thirty days to complete his obligation for her 2003-2004 school year expenses. Husband filed a motion for reconsideration, which was denied. This appeal followed.

Husband argues that the trial court erred in interpreting the terms of the parties' stipulation. According to husband, the " four-year attendance [at] college" language in the agreement does not contemplate that he would pay for Katie' s

summer courses. Husband maintains that the plain language of the stipulation requires him to cover the customary costs of eight semesters, or twelve quarters, of study necessary to obtain a bachelor' s degree. Husband argues that, if the language is ambiguous, it should be construed against wife because her attorney drafted the language at issue. Husband also argues that the court erred in viewing his obligation as 80% of combined room, board, and tuition, rather than as separate elements, which he asserts is how the family court addressed his obligation in its October 2003 order.

We use contract principles to construe the terms of the parties' stipulation. Sumner v. Sumner, 2004 VT 45, ¶ 9, 852 A.2d 611. Unambiguous language is applied according to its terms, id., and " [a]bsent ambiguity, contract interpretation is a matter of law." Kim v. Kim, 173 Vt. 525, 525 (2001) (mem.). We find the terms of the parties' stipulation unambiguous here. The agreement plainly contemplates that husband will cover Katie' s college expenses for four years at a cost of up to 80% of the current tuition, room, and board at the University of Vermont. See Isbrandtsen v. N. Branch Corp., 150 Vt. 575, 580-81 (1988) (" If a contract, though inartfully worded or clumsily arranged, fairly admits of but one interpretation, it may not be said to be ambiguous. . . .") (internal quotation marks and citation omitted). Make up classes are included in this obligation. See Kim, 173 Vt. at 526 (although terms of parties' stipulation did not cover exact situation that arose, import of language used was clear, and Court would not allow husband to act in violation of intent of agreement). As the family court found, husband' s maximum obligation was $15,242.40, which he had not yet met. We therefore agree that husband was obligated to pay 80% of Katie' s summer school expenses. Because we consider the language of the stipulation to be unambiguous, we do not address husband' s argument that any ambiguity should be resolved in his favor.

We reject husband' s argument that the family court erred in viewing his obligation as 80% of the cost of tuition, room, and board at the University of Vermont collectively, rather than considering his obligation as to each element separately. As previously discussed, the stipulation contemplates that husband will cover 80% of Katie' s college costs, and its plain language requires husband to pay 80% of Katie' s " tuition, room, and board." Had the parties intended that husband pay 80% of each element separately, they could have specified that in the stipulation. Although husband asserts that the family court employed a different method in its October 2003 order, he does not argue that the doctrine of collateral estoppel applies, nor does he address the elements of that doctrine. To the extent that husband relies on this doctrine in support of his claim of error, the issue is inadequately briefed, and we therefore do not address it. See State v. Taylor, 145 Vt. 437, 439 (1985) (Court will not consider issues not adequately raised or briefed except in rare circumstances). We find no error.

Affirmed.

BY THE COURT:

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Paul L. Reiber, Chief Justice

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Denise R. Johnson, Associate Justice

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Frederic W. Allen, Chief Justice (Ret.),

Specially Assigned