

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

In re: Appointment of a Receiver :
for the Chester-Upland School District :
: No. 1402 C.D. 2024
Appeal of: Pennsylvania Department :
of Education : Argued: September 17, 2026

BEFORE: HONORABLE ANNE E. COVEY, Judge
HONORABLE STACY WALLACE, Judge
HONORABLE MATTHEW S. WOLF, Judge

OPINION NOT REPORTED

MEMORANDUM OPINION BY
JUDGE WOLF

FILED: October 20, 2026

The Pennsylvania Department of Education (PDE) appeals from the September 27, 2024 order of the Court of Common Pleas of Delaware County (trial court). The trial court's order approved a 2024 Settlement Agreement and Release (Agreement) between the Chester-Upland School District (District) and Chester Community Charter School (CCCS). PDE alleges, *inter alia*, the trial court erred in approving the Agreement because certain of its terms violate the Charter School Law (CSL).¹ CCCS argues this Court lacks jurisdiction over the appeal and PDE lacks standing to appeal. Also before the Court is CCCS's Motion to Dismiss and/or Quash Appeal (Application) and PDE's answer thereto. We conclude the order from which PDE has appealed is not a final order and is not immediately appealable as of right, thus depriving us of jurisdiction. Accordingly, we grant the Application on alternate grounds and quash the appeal.

¹ Act of March 10, 1949, P.L. 30, *as amended*, 24 P.S. §§ 17-1701-a to 17-1751-a.

The District has been in receivership since 2012. At that time, the trial court granted the Secretary of Education’s (Secretary) petition for appointment of a receiver (Receiver) and placed the District in “severe financial recovery” under the statute commonly called the School District Financial Recovery Act (Recovery Act).² In 2015, CCCS and other charter schools in the District entered into a settlement agreement establishing special education tuition rates below the rates set in the CSL (2015 Agreement).

In 2021, the District filed a motion to recover improper charges against CCCS and PDE, alleging CCCS overbilled by \$6,914,253.80 contrary to the 2015 Agreement. The District and CCCS negotiated regarding that litigation. PDE was not involved in the negotiations.³ In 2022, the trial court extended the receivership in an order providing:

It is further ORDERED that in the event the Receiver or the District seeks to enter into an agreement with [CCCS]...for the payment of special education tuition in an amount different from that provided for in the [2015 Agreement]..., such an agreement would require an amendment to the District’s financial recovery plan and [trial court] approval.

² “The Recovery Act is located in Article VI-a of the Public School Code of 1949, Act of March 10, 1949, P.L. 30, *as amended*, 24 P.S. §§ 1-101 to 27-2702. The Recovery Act provisions appear at 24 P.S. §§ 6-601-A to 6-695-A.” *Pa State Educ. Ass’n v. Pub. Sch. Employees’ Ret. Bd.*, (Pa. Cmwlth., No. 199 M.D. 2021, filed Jan. 21, 2026), slip op at 7 n.3, 2026 WL 160608.

Unreported opinions of this Court filed after January 15, 2008, may be cited for their persuasive value. Pa.R.A.P. 126(b); 210 Pa. Code § 69.414(a).

³ In a separate matter, this Court later dismissed in part an original jurisdiction action by CCCS challenging the 2015 Agreement. *See Chester Community Charter Sch. v. Dep’t of Educ.* (Pa. Cmwlth, No. 351 M.D. 2023, filed July 3, 2024), 2024 WL 3290385. Concluding that neither PDE nor any other Commonwealth entity was a proper party to the case, we remanded claims against the District and Receiver to the trial court. *Id.*, slip op. at 9.

Reproduced Record (R.R.) at 1a-2a.

On August 15, 2024, the Receiver filed a Petition to Amend Recovery Plan (Petition to Amend). The trial court issued a rule to show cause why the Petition to Amend should not be granted, returnable September 18, 2024. On August 29, 2024, CCCS and the District filed a Joint Petition to Approve Settlement Agreement (Joint Petition) regarding the 2024 Agreement, which CCCS and the District had negotiated over a two-year period. In the Agreement, the District promised to reauthorize and renew CCCS's charter for two consecutive five-year terms through 2036. *See* R.R. at 88a. CCCS agreed that some of the District's payments to CCCS required under the CSL would be deferred. *See id.* at 96a-97a. PDE filed an Answer and New Matter to the Joint Petition, arguing that any renewal beyond five years violates Section 1720-A of the CSL⁴ and is beyond the authority of the Receiver. The trial court scheduled a hearing on the Joint Petition on September 18, 2024, at the same time and place as the rule for the Petition to Amend.

At the September 18, 2024 hearing, the trial court directed that “both petitions be addressed interchangeably.” R.R. at 184a. The only evidence presented on either petition was the testimony of Nafis Nichols, the Receiver. The Receiver testified the Agreement would resolve litigation between the District and CCCS regarding the 2015 Agreement, and under the Agreement, the District would lose the ability to conduct a “normal procedure for the five-year renewal” of CCCS's charter. *Id.* at 225a-26a, 253a-54a. The Receiver opined “the [District] cannot attain financial stability or recovery without the [Agreement].” *Id.* at 287a-88a. PDE

⁴ It provides, in relevant part: “[A] charter shall be for a period of no less than three (3) nor more than five (5) years and may be renewed for five (5) year periods upon reauthorization by the local board of school directors of a school district or the [State Charter School Appeal Board].” 24 P.S. § 17-1720-A(a).

conceded it did not object to the Petition to Amend. *Id.* at 185a. PDE clarified its “objection to the [Agreement] really deals with the renewal periods as opposed to anything else in the [Agreement].” *Id.*

After the hearing on September 18, 2024, the trial court issued two orders. The first order approved the Agreement and made it binding on the Receiver and CCCS. R.R. at 168a-70a. The second order granted the Petition to Amend. *Id.* at 171a-72a. PDE appealed from the first order (regarding the Agreement) but not from the second. *See* Notice of Appeal filed Oct. 17, 2024; PDE’s Br. at 10, 15-16. On November 26, 2024, CCCS filed the Application seeking dismissal or quashal on the basis that PDE lacked standing, waived all issues by failing to raise them below, and was lodging an impermissible collateral attack on the order granting the Petition to Amend. PDE answered the Application. On May 5, 2025, this Court ordered:

[PDE]’s Docketing Statement states that the [t]rial [c]ourt’s order is a final order; however, the order does not purport to dispose of all claims and parties in this receivership litigation nor was it entered as a final order. Pa.R.A.P. 341. Although certain matters relating to a receivership are appealable as of right under Pa.R.A.P. 311(a)(2), for the Court to have jurisdiction, the appeal must come precisely within the Rule. *Concerned Owners of Homes in London Towne Homeowners Ass’n v. London Towne Homeowners Ass’n*, (Pa. Cmwlth., No. 772 C.D. 2020, filed July 7, 2021) [(hereinafter *Concerned Owners*)]. Accordingly, the parties shall address the appealability of the September 18, 2024 Order in their principal briefs on the merits.

Order filed May 5, 2025 (footnote omitted). The Court observed CCCS had not raised the issue of appealability in the Application. *Id.* at 2 n.2.

On appeal,⁵ PDE maintains the trial court's order is an appealable order, thus vesting us with jurisdiction, and PDE was aggrieved by the order so it has standing to appeal. CCCS argues the order is not appealable, PDE is not aggrieved by the Agreement so it lacks standing to appeal, and PDE waived all issues on appeal by failure to raise them below. On the merits, PDE raises essentially three issues.⁶ First it argues the Agreement violates Section 1720-A of the CSL, which restricts a charter's term to a period of five years. In approving two successive 5-year terms under the Agreement, the trial court effectively approved a 10-year term, beyond that authorized in the CSL. Second, PDE argues the Agreement impermissibly impairs the District's statutory duty under Section 1728-A of the CSL, as well as the District's or a future receiver's authority, to review CCCS's performance before a charter renewal. Third, CCCS argues the trial court's determination the Agreement serves the best interests of the District is not supported by substantial evidence.

We first analyze "appealability of [the] order[, which] goes to the jurisdiction of the [C]ourt." *Phila. Cmty. Dev. Ctr. v. Fassett Trustee for Fassett*, 312 A.3d 377, 387 (Pa. Cmwlth. 2024). Pa.R.A.P. 341 authorizes an appeal from a final order, i.e., an order that disposes of all claims and all parties. Pa. R.A.P. 341; *Grant v. Blaine*, 868 A.2d 400, 402 (Pa. 2005). When determining if an order disposes of all claims and all parties, "we look to a practical rather than technical construction of [the] order." *Pugar v. Greco*, 394 A.2d 542, 545 (Pa. 1978). We have held where a trial court enforced a settlement agreement between

⁵ Where, as here, the court below held a *de novo* hearing, our review "is limited to a consideration of whether findings of fact are supported by substantial evidence and whether the law was properly applied to the instant facts." *Dep't of Transp., Bureau of Traffic Safety v. Volmer*, 398 A.2d 1098, 1100 (Pa. Cmwlth. 1979). "The interpretation of a statute raises a question of law, and in such instances, this Court's review is plenary." *Wagner v. Dep't of Transp., Bureau of Driver Licensing*, 931 A.2d 104, 106 (Pa. Cmwlth. 2007).

⁶ We have rephrased and combined the issues on appeal for ease of analysis.

two parties, but another party to related litigation was not a party to that agreement, the order enforcing the settlement was not final because it “did not end the underlying litigation as to” the third party. *Robinson v. City of Phila.*, 706 A.2d 1295, 1297 (Pa. Cmwlth. 1998).

If an order is not final, Pa. R.A.P. 311(a)(2) may allow immediate appeal in the context of a receivership if it is “[a]n order confirming, modifying, dissolving, or refusing to confirm, modify or dissolve an attachment, custodianship, *receivership*, or similar matter affecting the *possession or control of property*.” Pa.R.A.P. 311(a)(2) (emphasis added). “[T]he right to appeal interlocutory orders has been narrowly circumscribed.” *Jerry Davis, Inc. v. Nufab Corp.*, 677 A.2d 1256, 1258 (Pa. Super. 1996). Under Rule 311(a)(2), we have distinguished orders that create, modify, or end a receivership, which are appealable, from orders that merely relate to a receivership but do not create, modify, or end it. *See Concerned Owners*, slip op. at 6-7. For the latter category, where the order still allows litigation and the receivership is ongoing, there is no appeal as of right under Rule 311(a)(2). *Id.*

PDE first argues the trial court’s order approving the Agreement is final under Rule 341 because it resolved all disputes between the District and CCCS about the 2015 Agreement. PDE adds that imposition of a settlement agreement seemingly contrary to the CSL is too important to be treated as interlocutory, and if the order is not treated as final, the important issue will escape review. PDE cites our ruling on the merits of an earlier appeal from an order granting amendment of the District’s recovery plan as supporting that we have jurisdiction over this appeal. *See In re Appointment of a Receiver for Chester Upland Sch. Dist.*, (Pa. Cmwlth., No. 2095 C.D. 2015, filed Sept. 13, 2018), 2018 WL 4354843. Second, PDE argues the order is appealable under Rule 311(a)(2) because it modifies the terms of the receivership.

Specifically, PDE claims the order requires the Receiver to approve CCCS's charter under certain terms, thus modifying the Receiver's statutory power. PDE argues the Agreement, and thus the order approving it, modify the District's financial obligations, and this makes the order appealable under Rule 311.

CCCS responds that the trial court's order approving the Agreement, which is the only order from which PDE appealed, is separate from its order entered the same day granting the Petition to Amend. First, as to finality, CCCS argues the order approving the Agreement does not dispose of any claims under the receivership or the parties thereto. In support, CCCS points out that although an order terminating a receivership is unquestionably final, orders that simply direct a receiver to take certain actions are not final. *See Gerber v. Weinstock*, 453 A.2d 1043, 1045 (Pa. Super. 1982) (explaining a remand to the receiver for further action is not a final order). Second, CCCS argues Rule 311 does not apply here because, of the two orders the trial court entered, only the order granting the Petition to Amend arguably modifies and directly affects the receivership, which is what Rule 311 requires. In CCCS's view, the order approving the Agreement was a sub-part of the larger amendment to the recovery plan in the receivership, but the Agreement itself affected only the parties to it—the District and CCCS, not PDE. CCCS thus argues that for Rule 311 to apply, PDE needed to appeal the order granting the Petition to Amended, which it did not do. In support, CCCS cites our recent *sua sponte* quashal of an appeal from a trial court's order authorizing a conservator to sell property, where the party in that case did not appeal from the trial court's separate order refusing to terminate the conservatorship. *See Fassett*, 312 A.3d at 387.

In reply, PDE asks us to distinguish *Fassett* and notes it involved a conservatorship, not a receivership. In so arguing, PDE appears to abandon its reliance on Rule 311, stating: “[T]his Court has jurisdiction over this appeal from the final order [approving the Agreement]. As such, Pa.R.A.P. 311 is irrelevant to this appeal.” PDE’s Reply Br. at 4.

Initially, we do not agree with PDE that the single order it appealed is a final order under Rule 341. The “practical effect” of that order, *Pugar*, 394 A.2d at 545, was simply to resolve the matters agreed to between the District and CCCS. As CCCS persuasively explains, the Agreement is a part of, but is not the same as, the receivership and the litigation surrounding it. Thus, although PDE is correct that the Agreement resolved some issues as between CCCS and the District, it did not resolve all claims against all parties relating to the receivership. The order is similar to those which direct a receiver to take or refrain from future action, as opposed to orders altering or ending the receivership arrangement *in toto*. *Cf. Gerber*, 453 A.2d at 1045. Finally, as we observed in our May 5, 2025 Order, the trial court’s order on appeal here did not purport to be final for purposes of appeal.

Accordingly, and as we suggested in our Order, the only basis for an appeal would be Pa.R.A.P. 311(a)(2). We agree with CCCS that Rule 311(a)(2) does not allow this appeal, however. Although the trial court entered a second order granting the Petition to Amend, which arguably modified the receivership, PDE emphatically did not appeal that order.

We find *Fassett* instructive. There, a property was subject to remediation under the Abandoned and Blighted Property Conservatorship Act (Act 135).⁷ *Fassett*, 312 A.3d at 379. An Act 135 conservatorship is, like a receivership,

⁷ Act of November 26, 2008, P.L. 1672, *as amended*, 68 P.S. §§ 1101-1111.

“included within the category of matters referenced in Rule 311(a)(2).” *Id.* at 388. In that case, like here, the trial court held a consolidated hearing on multiple petitions and issued two merits orders on the same day. The first order granted a motion to sell the property; the second order denied Fassett’s motion to terminate the conservatorship. *Id.* at 383. Fassett appealed from both orders but later abandoned the appeal from the order declining to terminate the conservatorship. *Id.* at 385 n.10. We raised the issue of appealability even though the parties agreed Rule 311(a)(2) applied. *Id.* at 387. We held:

[A]lthough the [t]ermination [o]rder presumably would qualify as an appealable order under Rule 311(a), Fassett has abandoned his appeal of that order *In approving the sale of the [p]roperty, the trial court did not modify the conservatorship.* Rather, it approved the sale pursuant to . . . Act 135 Although Fassett presumably could appeal from the trial court’s final order and seek a stay pending appeal, he has not done so here. We simply cannot conclude that Fassett’s appeal of the Sale Order properly is before this Court pursuant to Rule 311(a)(2) or any other rule. Accordingly, we are without jurisdiction to consider it.

Id. at 388-89 (footnotes omitted) (emphasis added).

We reach a similar conclusion here. For PDE, at best, the trial court’s order granting the Petition to Amend “presumably would qualify as an appealable order under Rule 311(a),” *id.*, but that appeal is not before us. PDE’s appeal from the trial court’s order approving the Agreement does not invoke our appellate jurisdiction. PDE has a clear interest in the receivership as a whole, but it did not appeal from the order that actually addresses the receivership.⁸

⁸ As in *Fassett*, see 312 A.3d at 389 n.16, we decline to decide other issues as we lack jurisdiction. We note, however, that we would likely agree with CCCS that PDE lacks standing (Footnote continued on next page...)

Accordingly, we are constrained to grant the Application on alternate grounds and quash the appeal for lack of jurisdiction.

MATTHEW S. WOLF, Judge

Judge Fizzano Cannon did not participate in the decision in this matter.

to maintain this appeal for reasons similar to those above. No statute confers standing on PDE to bring this appeal, so it may only appeal if it is “aggrieved” by the order below. Pa.R.A.P. 501. PDE was not a party to the Agreement, and the trial court’s order approving the Agreement did not trigger any function or duty of PDE under the CSL or any other statute. The CSL vests “local board[s] of school directors,” not PDE, with authority over renewal of charters. *See* 24 P.S. § 17-1720-A. “[T]he only agencies given the discretion to be involved in the decision to grant or deny a charter school application . . . are the chartering school district and the State Charter School Appeal Board. The Secretary and . . . other school districts are strangers to that process.” *Pa. Sch. Boards Ass’n, Inc. v. Zogby*, 802 A.2d 6, 9-10 (Pa. Cmwlth. 2002). Although PDE arguably has a direct and substantial interest in the *receivership generally*, it is not clear how PDE has an interest in the Agreement specifically to confer standing to appeal the order that it did. *See Wm. Penn Parking Garage, Inc. v. City of Pittsburgh*, 346 A.2d 269, 280 (Pa. 1975) (holding standing to appeal requires “a direct interest in the particular question litigated” that is “immediate,” “pecuniary,” and “substantial”).

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ORDER

AND NOW, this 20th day of October 2026, the Chester Community Charter School's Motion to Dismiss and/or Quash Appeal is GRANTED for the reasons set forth in the foregoing Memorandum Opinion, and the above-captioned appeal is QUASHED.

MATTHEW S. WOLF, Judge