

BEFORE THE FAIR DISMISSAL APPEALS BOARD
OF THE
STATE OF OREGON

In The Matter of the Appeal of,
VYTAS NAGISETTY,

Appellant,

v.

BEAVERTON SCHOOL DISTRICT,
District.

Case No.: FDA-25-02
DISMISSAL ORDER

INTRODUCTION

On August 20, 2025, Beaverton School District (District) filed a motion to dismiss. Appellant did not file a response. On September 16, 2025, pursuant to OAR 586-030-0025(1), this Panel heard oral argument on the District's motion. The District appeared through its counsel, Brian Hungerford, Attorney-at-Law, The Hungerford Law Firm. Appellant appeared *pro se*.

At the conclusion of the oral argument, Panel Counsel asked the District to provide by September 18, 2025 any documents showing that Appellant was informed on March 11, 2025 that his probationary teacher contract was not renewed. Panel Counsel asked Appellant to submit the exhibits Appellant referred to during the oral argument. In response, on September 16, 2025, Appellant submitted Exhibits A-1 through A-5.

On September 18, 2025, by email, in response to Panel Counsel's request, the District informed Panel Counsel that it had no further documents to submit and further explained the District's legal position. In two emails sent on September 20, 2025 and September 22, 2025, Appellant submitted additional legal arguments.

On September 22, 2025, in response to the Appellant's September 22, 2025 email, the District requested that the Panel disregard Appellant's new legal arguments. The District also

1 requested an opportunity to respond to Appellant’s arguments to the extent that Appellant’s new
2 arguments were not disregarded.

3 In an email dated September 22, 2025, Panel Counsel granted the District, as the moving
4 party, leave to submit rebuttal argument by September 23, 2025.

5 On September 23, 2025, by email, the District submitted rebuttal argument.

6 For the reasons described below, based on the record and the arguments of the parties, the
7 Panel concludes that the Fair Dismissal Appeals Board has no jurisdiction in this case. The Panel
8 therefore grants the District’s motion and dismisses the appeal.

9 FINDINGS OF FACT

10 1. The District employed Appellant as a temporary teacher for the 2016-2017 school
11 year. Appellant’s contract, dated August 17, 2016, was entitled “Temporary Teacher’s Contract”
12 and provided that Appellant was “employed as a temporary teacher of the District to fill a
13 temporary position as defined in the applicable collective bargaining agreement and ORS
14 342.815.”¹

15 2. Appellant’s employment with the District was terminated at the end of the 2016-
16 2017 school year due to the expiration of his temporary teacher’s contract.

17 3. Appellant did not work for the District during the 2017-2018, 2018-2019, 2019-
18 2020, 2020-2021, or 2021-2022 school years.

19 4. The District employed Appellant as a probationary teacher for the 2022-2023
20 school year. Appellant’s contract, dated August 29, 2022, was entitled “Probationary Teacher’s
21 Contract” and provided that Appellant was “employed as a probationary teacher of the District.”²
22 The contract identified Appellant’s placement on the District’s compensation steps as “MA Step
23 9—Prob Cert 1.”³ “Prob Cert 1” is an abbreviation for first-year probationary certified teacher.

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26 ¹ District’s Motion to Dismiss, Exhibit D-1.

² District’s Motion to Dismiss, Exhibit D-2.

³ *Id.*

1 5. The District employed Appellant as a probationary teacher for the 2023-2024
2 school year. Appellant’s contract, dated August 14, 2023, was entitled “Probationary Teacher’s
3 Contract” and provided that Appellant was “employed as a probationary teacher of the District.”
4 The contract identified Appellant’s placement on the contract’s compensation steps as “MA Step
5 10—Prob Cert 2.”⁴ “Prob Cert 2” is an abbreviation for second-year probationary certified
6 teacher.

7 6. The District employed Appellant as a probationary teacher for the 2024-2025
8 school year. Appellant’s contract, dated April 14, 2025, was entitled “Probationary Teacher’s
9 Contract” and provided that Appellant was “employed as a probationary teacher of the District.”
10 The contract identifies Appellant’s placement on the District’s compensation steps as “MA Step
11 11—Prob Cert 3.”⁵ “Prob Cert 3” is an abbreviation for third-year probationary certified teacher.

12 7. In a letter dated February 18, 2025, District Superintendent Gustavo Balderas
13 notified Appellant that, pursuant to ORS 342.835(2), the Superintendent intended “to
14 recommend the nonrenewal” of Appellant’s employment contract “to the Beaverton School
15 District Board on or before March 15, 2025.”⁶ The letter stated, “ORS 342.835(2) allows the
16 nonrenewal of the contract of a probationary teacher for any cause considered in good faith
17 sufficient.” Superintendent Balderas’s letter further informed Appellant that his employment by
18 the District would “continue through June 30, 2025 following nonrenewal” and that, during this
19 time, Appellant would “remain on paid administrative leave.”⁷

20 8. At the March 11, 2025 board meeting, the District’s Board adopted the District’s
21 personnel action report, which consists of a list of contracts recommended for renewal or non-
22 renewal for numerous District employees identified by name. The personnel action report states,
23 “BE IT RESOLVED THAT, The following probationary teachers of Beaverton School District
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⁴ District’s Motion to Dismiss, Exhibit D-3.

26 ⁵ District’s Motion to Dismiss, Exhibit D-4.

⁶ District’s Motion to Dismiss, Exhibit D-5.

⁷ *Id.*

#48 shall be notified that their probationary contracts shall not be renewed beyond the present terms: Nagisetty, Vytas.”⁸

9. On April 29, 2025, in response to a request from Appellant to appeal the March 11, 2025 action by the Board, the District’s Board conducted a hearing for the purpose of considering Appellant’s appeal of the non-renewal of his contract.⁹ The Board chose not to reverse its earlier decision to non-renew Appellant’s contract.¹⁰

10. In a letter dated May 7, 2025, Janine Mobley, the District’s Executive Administrator for Human Resources, notified Appellant that the Board had not reversed its decision to non-renew Appellant’s contract.¹¹ In the letter, Ms. Mobley informed Appellant, “You will remain on unpaid leave through the last day of your contract, June 12, 2025. Your insurance coverage will remain active through August 30, 2025.”¹²

11. Appellant’s appeal to the Fair Dismissal Appeals Board is dated May 15, 2025.

CONCLUSIONS OF LAW

1. Appellant was not a contract teacher within the meaning of ORS 342.815(3).

2. The Fair Dismissal Appeals Board lacks jurisdiction in this case because Appellant was not a contract teacher.

DISCUSSION

The District moves to dismiss this appeal on two grounds. First, the District asserts that Appellant was not a contract teacher at the time of his separation from employment. The District argues that only contract teachers, and not probationary teachers, may appeal to the Fair Dismissal Appeals Board (FDAB). The District argues that because Appellant was a probationary teacher at the time of his contract non-renewal, this Panel has no jurisdiction over this appeal. Second, the District argues that FDAB has no jurisdiction over this appeal because

⁸ District’s email dated September 23, 2025 and attached “Human Resources Information,” p. 36.

⁹ District’s Motion to Dismiss, Exhibit D-6.

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

1 Appellant’s appeal was not timely. For the reasons explained below, this Panel concludes that it
2 has no jurisdiction over this appeal because Appellant was not a contract teacher.

3 We begin with an overview of the categories of public school teachers in Oregon. The
4 “legislature has divided the world of public school district teachers into two mutually exclusive
5 sets: contract and probationary teachers.” *Smith v. Salem-Keizer Sch. Dist.*, 188 Or App 237,
6 243, 71 P3d 139, 143, *rev denied*, 336 Or 60 (2003). To be a “contract teacher, one must (1) be
7 regularly employed by a school district for a probationary period of three successive school years
8 and (2) be retained by the school district for the next succeeding school year.” *Id.*; ORS
9 342.815(3).

10 Contract teachers have the right to appeal a dismissal or contract non-extension to the
11 Fair Dismissal Appeals Board pursuant to ORS 342.905, which provides:

12 If the district school board dismisses the teacher or does not extend the contract *of*
13 *the contract teacher*, the teacher or the teacher’s representative may appeal that
decision to the Fair Dismissal Appeals Board established under ORS 342.930[.]

14 ORS 342.905(1) (emphasis added).

15 In contrast, a “probationary teacher” is “any teacher employed by a fair dismissal district
16 who is not a contract teacher.” ORS 342.815(6). A probationary teacher has only limited
17 procedural rights. A probationary teacher “shall be given a written copy of the reasons for the
18 dismissal, and upon request shall be provided a hearing thereon by the [district] board, at which
19 time the probationary teacher shall have the opportunity to be heard either in person or by a
20 representative of the teacher’s choice.” ORS 342.835(1); *see also* ORS 342.835(2) (a
21 probationary teacher is entitled to notice of non-renewal of a probationary teacher contract, “and
22 upon request shall be provided a hearing before the district board”). A probationary teacher who
23 seeks to appeal the non-renewal of a probationary teacher’s contract must appeal “to the circuit
24 court for the county in which the headquarters of the school district is located[.]” ORS
25 342.835(3).¹³

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¹³ The statutes define two other categories of teachers who are not contract teachers. A “substitute teacher” is “any
teacher who is employed *to take the place of* a probationary or contract teacher who is temporarily absent.” ORS

1 Here, in order for Appellant to have been a contract teacher in March 2025 when the
2 Board decided not to renew his contract, before the 2024-2025 school year he must have (1)
3 served a probationary period of “three successive school years” *and* (2) been retained “for the
4 next succeeding school year.” *See* ORS 342.815(3).

5 The undisputed facts demonstrate that Appellant’s employment history does not satisfy
6 either requirement for contract teacher status. To begin, Appellant did not serve a probationary
7 period of three successive school years before the 2024-2025 school year. Rather, it is
8 undisputed that Appellant entered his first probationary contract with the District for the 2022-
9 2023 school year. It is also undisputed that Appellant entered a second probationary contract for
10 the 2023-2024 school year and a third probationary contract for the 2024-2025 school year.
11 Consequently, when Appellant’s contract was non-renewed in March 2025, he was a
12 probationary teacher. He was not a contract teacher because he had not served “a probationary
13 period of three successive school years” before 2024-2025, as required by ORS 342.815(3).

14 In addition, Appellant was not “retained for the next succeeding school year” at the end
15 of a three-year probationary period. When Appellant was retained at the end of the 2023-2024
16 school year, Appellant had served a probationary period of only two successive years (2022-
17 2023 and 2023-2024). Therefore, when he was retained for the next year, 2024-2025, Appellant
18 was still a probationary teacher, not a contract teacher.

19 Because FDAB has jurisdiction over only appeals filed by contract teachers, it does not
20 have jurisdiction over this case.

21 In arguing for a different result, Appellant asserts that he was a contract teacher in 2024-
22 2025 because he served a qualifying three-year probationary period before 2024-2025. We
23 understand Appellant to argue that his employment in the 2016-2017 school year qualifies as his
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25 342.815(8) (emphasis added). A “temporary teacher” is “a teacher employed to fill a position designated as
26 temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated
enrollment or because of the death, disability, retirement, resignation, contract nonextension or dismissal of a
contract or probationary teacher.” ORS 342.815(10).

1 first probationary year. Therefore, according to Appellant, his employment in 2022-2023
2 constituted a “successive” second probationary year and his employment in 2023-2024 was his
3 third probationary year. Stated differently, according to Appellant, he served a probationary
4 period of three successive school years in 2016-2017, 2022-2023, and 2023-2024, which made
5 him a contract teacher in 2024-2025.

6 We disagree with Appellant for two reasons. First, Appellant’s argument ignores the
7 undisputed fact that his 2016-2017 contract was not a probationary contract. During the 2016-
8 2017 academic year, Appellant served as a temporary teacher. His contract was entitled
9 “Temporary Teacher’s Contract” and provided that Appellant “is employed as a temporary
10 teacher of the District to fill a temporary position as defined in the applicable collective
11 bargaining agreement and ORS 342.815.”¹⁴ After the conclusion of the school year, Appellant
12 did not work for the District again for five years. There was nothing about Appellant’s service in
13 the 2016-2017 school year that leads us to conclude that it was intended to be or constituted a
14 probationary year.

15 Second, Appellant’s argument also ignores the undisputed fact that his 2024-2025
16 contract was a probationary contract. It was clearly labeled “Probationary Teacher’s Contract”
17 and expressly provided that he was “employed as a probationary teacher of the District” for the
18 2024-2025 school year. The record includes no indication that Appellant disputed to the District
19 his probationary status for the 2024-2025 school year.

20 Appellant contends that these undisputed facts do not indicate that he was a probationary
21 teacher. In support of that contention, Appellant argues that the applicable statutes do not require
22 three *consecutive* school years. According to Appellant, his first year of teaching for the
23 District—the 2016-2017 school year—qualifies as his first probationary year, and 2022-2023 and
24 2023-2024 qualify as his second and third probationary years. Under his theory, Appellant
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¹⁴ District’s Motion to Dismiss, Exhibit D-1.

1 served three probationary years and his retention at the end of the 2023-2024 school year made
2 him a contract teacher for the 2024-2025 school year.

3 To support this argument, Appellant relies on ORS 342.840, which governs the
4 calculation of the length of service for a probationary teacher. That statute provides:

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6 For purposes of determining length of service for a probationary teacher, a
7 teacher employed for 135 consecutive days in any school year shall receive credit
8 for a full year of employment. At least 30 consecutive days of employment in the
same district in a successive year shall be sufficient to keep the service intact, and
the teacher shall not lose credit for previous probationary years served.

9 ORS 342.840. Appellant points out that ORS 342.840 uses the word “consecutive” in the phrases
10 “135 consecutive days” and “30 consecutive days.” Appellant contrasts that usage with the
11 legislature’s use of a different word—“successive”—in the phrase “[a]t least 30 consecutive
12 days of employment in the same district in a successive year shall be sufficient to keep the
13 service intact[.]”

14 From the legislature’s drafting choices, Appellant argues that the legislature did not
15 intend in ORS 342.815(3) that contract teachers must have served three *consecutive* probationary
16 years. He contends that the years must only be successive. Relying on the Oxford English
17 Dictionary, Appellant argues that successive is defined as “[c]haracterized by or involving
18 succession; occurring or progressing in sequential stages; consisting of parts which succeed each
19 other in time.” Based on this definition, Appellant argues that the legislature did not mean
20 “consecutive” when it used the word successive, presumably in both ORS 342.840 and in ORS
21 342.815(3).

22 We disagree with Appellant for several reasons. Most fundamentally, Appellant focuses
23 on the incorrect statute. The question in this case is whether Appellant was a contract teacher
24 within the meaning of ORS 342.815(3). That statute provides that a contract teacher is “any
25 teacher who has been *regularly employed* by a school district for a probationary period of three
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1 successive school years, and who has been retained for the next succeeding school year.” ORS
2 342.815(3) (emphasis added).

3 When we construe a statute, we do not read the statute in isolation, but in context, which
4 includes other provisions of the same statute and related statutes. *PGE v. Bureau of Labor and*
5 *Industries*, 317 Or 606, 611, 859 P2d 1143 (1993). Further, we give words of common usage
6 their plain and ordinary meaning. *Id.* (“[W]ords of common usage typically should be given their
7 plain, natural, and ordinary meaning.”); *see also Stuart v. Pittman*, 350 Or 410, 418-19, 255 P3d
8 482 (2011) (“Words of common usage, such as ‘clear’ and ‘express,’ should be given their plain
9 and ordinary meaning”).

10 Applying those principles here, in ORS 342.815(3), the legislature did not use the phrase
11 “a probationary period of three successive school years” in isolation. Rather, that phrase is part
12 of a longer phrase that must be construed in context. The legislature provided that, to be a
13 contract teacher, a teacher must be “*regularly employed* for a probationary period of three
14 successive years.” “Regularly” is an adverb defined as “in a regular manner” or “on a regular
15 basis: at regular intervals.”¹⁵ In its adjectival form, regular means “recurring, attending, or
16 functioning at fixed, uniform, or normal intervals.”¹⁶ In other words, the required probationary
17 period that precedes contract teacher status must consist not only of three successive years, but
18 three years that are part of an employment that is “regular employment.” We believe the
19 legislature intended, in ORS 342.815(3) that a probationary teacher must be employed on a
20 regular basis, at regular, recurring intervals.

21 It is unnecessary for us to determine whether any nonconsecutive year could qualify as
22 part of regular employment for a probationary period of three successive school years because
23 that question is not presented in this case. Rather, here, Appellant asserts that a teacher who has a
24 five-year gap between ostensible probationary years is “regularly employed” for a “probationary
25 period of three successive school years.” We are persuaded that, whatever the legislature

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¹⁵ See <https://www.merriam-webster.com/dictionary/regularly>.

¹⁶ See <https://www.merriam-webster.com/dictionary/regular>.

1 intended in ORS 342.840 with its use of the word consecutive, in ORS 342.815(3) it did not
2 intend that a five-year gap in ostensible probationary employment constitutes regular
3 probationary employment.

4 Consequently, in the particular circumstances of this case, Appellant was not “regularly
5 employed” for “three successive school years” before the 2024-2025 school year, as required for
6 him to be a contract teacher in 2024-2025. Appellant’s five-year break in employment between
7 2016-2017 and 2022-2023 is a sufficient break in employment that his service in 2016-2017 does
8 not constitute a part of three successive probationary years. As a consequence, when Appellant’s
9 contract was not renewed in March 2025, he was not a contract teacher.

10 Because Appellant was not a contract teacher, FDAB does not have jurisdiction to hear
11 this appeal. Our conclusion that Appellant was not a contract teacher is dispositive; therefore, we
12 do not consider whether Appellant’s appeal was untimely.¹⁷

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24 ¹⁷ We understand Appellant to argue, relying on ORS 342.513, that the District did not properly non-renew his
25 2024-2025 probationary contract, that his non-renewal was void, and therefore that he was in fact a contract teacher.
26 To the extent Appellant wishes to challenge the non-renewal of his probationary contract, however, this is not the
proper forum. *See* ORS 342.835(2); *Bong v. Douglas County School District #15, Days Creek Charter School*, Case
No. FDA-21-03 (2022). In any event, none of the arguments advanced by Appellant related to the procedures
associated with the non-renewal of his 2024-2025 probationary contract alter the conclusion that he was not
regularly employed for a probationary period of three successive years, as required by ORS 342.815(3) to be a
contract teacher.

1 **ORDER**

2 For the reasons discussed above, the District's motion is granted and the appeal is
3 dismissed.

4 DATED this 6th day of October, 2025

/s/ Laura Latham

Laura Latham, Panel Chair

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7 DATED this 6th day of October, 2025

/s/ Connie Kong

Connie Kong, Panel Member

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9 DATED this 6th day of October, 2025

/s/ Joshua Wetzel

Joshua Wetzel, Panel Member

CERTIFICATE OF SERVICE

I hereby certify that on October 6, 2025, I served a true and correct copy of the **Dismissal Order** by the method indicated below:

Brian Hungerford Attorney at Law The Hungerford Law Firm LLP 653 S Center Street Oregon City, OR 97045 Email: Brian@hungerfordlaw.com	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	HAND DELIVERY U.S. MAIL OVERNIGHT MAIL TELECOPY (FAX) ELECTRONICALLY
Camellia Osterink General Counsel Beaverton School District 1260 NW Waterhouse Avenue Beaverton, OR 97006 Email: Camellia_Osterink@beaverton.k12.or.us	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	HAND DELIVERY U.S. MAIL OVERNIGHT MAIL TELECOPY (FAX) ELECTRONICALLY
Vytas Nagisetty, Appellant 1585 NW Murray Road Portland, OR 97220 Email: vytasnagisetty@gmail.com	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	HAND DELIVERY U.S. MAIL OVERNIGHT MAIL TELECOPY (FAX) ELECTRONICALLY

/s/ Lisa M. Umscheid

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