

ALASKA WORKERS' COMPENSATION BOARD



P.O. Box 115512

Juneau, Alaska 99811-5512

DAVID MITCHELL,	)	
	)	
Employee,	)	
Claimant,	)	
	)	FINAL DECISION AND ORDER
v.	)	
	)	AWCB Case No. 202304290
BERING STRAIT SCHOOL DISTRICT,	)	
	)	AWCB Decision No. 26-0060
Employer,	)	
and	)	Filed with AWCB Anchorage, Alaska
	)	on August 12, 2026
ALASKA PUBLIC ENTITY INSURANCE,	)	
	)	
Insurer,	)	
Defendants.	)	
	)	

Bering Strait School District's and Alaska Public Entity Insurance's (Employer) April 6, 2026 petition seeking an award finding that David Mitchell's (Employee) injuries arose out of and in the course of his employment and that benefits for his injuries are compensable was heard in Anchorage, Alaska on July 15, 2026, a date selected on May 14, 2026. An April 14, 2026 hearing request gave rise to this hearing. Employee appeared and represented himself. Attorney Colby Smith appeared and represented Employer. There were no witnesses. The record closed at the hearing's conclusion on July 15, 2026.

ISSUE

Employer contends, since Employee was injured at an employer-provided facility, doing an employer-sanctioned activity, by statutory definition, his injuries arose out of and in the course of his employment and benefits are compensable.

Employee agrees that he was injured at an employer-provided facility and that his injuries are compensable. However, he disagrees that taking the trash out at his teacher's housing was an employer-sanctioned activity, so the basis on which he thinks benefits are compensable is unclear.

Did Employee's injuries arise out of and in the course of his employment?

FINDINGS OF FACT

A preponderance of the evidence establishes the following facts and factual conclusions:

- 1) At the time of his injury, Employee was employed as a schoolteacher in Savoonga, Alaska. (First Report of Injury, March 31, 2023).
- 2) Savoonga is a remote village. (*Mitchell v. Bering Strait School District*, 586 P.3d 672; 676 (Alaska 2026)).
- 3) The Negotiated Agreement Between the Board of the Bering Strait School District and the Bering Strait Education Association sets forth terms governing housing that is "owned, leased, rented, or otherwise secured by the District," including a requirement that a teacher occupying such housing enter into a lease with Employer. The agreement also provides that teachers will pay rent via monthly payroll deductions and that Employer will provide teachers with a \$1,000 housing stipend should they not reside in "District housing" at the start of the school year. (Collective bargaining agreement, July 1, 2021 to June 30, 2024).
- 4) Employer's Residential Teacher Lease requires that the lessee use the premises "solely for residential purposes." It also provides for the recovery of damages, including "Failure of the lessee to dispose . . . of all ashes, rubbish, garbage and other waste in an appropriate manner," from the lessee's final paycheck. (Lease agreements, August 29, 2019; August 17, 2020).
- 5) On August 29, 2019, and then again on August 17, 2020, Employee executed a Residential Teacher Lease with Employer. His monthly housing charge was \$810 under the terms of each lease. (Lease agreements, August 29, 2019; August 17, 2020).
- 6) An old handrail on the stairs to Employee's teachers housing had been removed because it was falling apart. (Employee email, November 15, 2021).
- 7) On November 14, 2021, Employee slipped on black ice and fell while taking trash out of his teacher housing. The following day, he reported his injuries to Employer, including injuries to his

right shoulder, neck, back, head, left leg, bilateral elbows, and right ankle. (Employee email, November 15, 2021).

8) On November 16, 2021, Employee initially sought treatment from Angela Torres, MD, at the local clinic in Savoonga. (Torres chart notes, November 16, 2021).

9) In February 2023, Employee sued Employer, setting forth numerous tort claims, including a negligence claim for damages related to injuries from the fall. (*Mitchell* at 677).

10) On March 30, 2023, Employer reported Employee's injury to the Workers' Compensation Division. (Employer report of Occupational Injury or Illness, March 30, 2023).

11) On May 8, 2023, Employer began paying benefits to Employee. (Subsequent Report of Injury, May 8, 2023).

12) On March 4, 2024, Employer first controverted Employee's benefits. (Controversion Notice, March 4, 2024).

13) In May 2024, the Superior Court dismissed Employee's civil suit in its entirety pursuant to Civil Rule 12(b)(6) for failure to state a claim. (*Mitchell* at 678).

14) On September 23, 2024, Employee delivered the following testimony regarding his teacher housing in Savoonga:

Q. So, let's just walk through. So, November 14th of 2021 is the date that your injury occurred?

A. Yes, it is.

Q. And what day of the week was that?

A. It was on a Sunday. I was taking out my trash. My trash was strewn everywhere, and it was Sunday about noon. I can tell you the time; it was about noon on Sunday, and I was taking out my trash to put it with the other trash next door.

Q. Okay. And was this a -- this was the place that you were staying at where you were teaching?

A. Yes. This teacher housing is provided by the School District. They build all the apartments there. They have brand new apartments, and so yes, it was a teacher housing which is maintained and owned by the School District.

Q. And as part of being a teacher you get to stay there for free?

A. We don't stay there for free. We pay x-amount, \$800 a month. So, they charge us. And it's written in the contract. And you don't have a choice. I mean it's not like you can go somewhere else unless you live there. So, it's part of the contract, but it's not really. They're a separate entity. But, as you know, workers' comp promotes that doctrine where even if they wear two hats, it still falls under that umbrella.

Q. Okay. And so, the housing is -- let me ask you this, they provide you this housing at a subsidized rate?

A. No. It's at a reasonable rate. It's like \$800 dollars a month, and that includes -- you sign a contract, a landlord-tenant act contract, and then they're responsible for maintaining the outside and maintaining it.

Q. Okay. Could you find housing there for \$800 a month?

A. There's 167 houses in there and I've been to every single house, and 80 of those houses are so disgusting and so below the poverty level, no. The answer to that is probably not.

Q. Okay. That's what I'm --

A. Yeah. You can't. In some villages you can. That's the reason why I answered. If you're doing all these other villages like in Kalskag, they had places. And these people were taking advantage of it and charging the teachers, and I didn't stay in any designated teacher housing. I stayed -- I got a place in town.

Q. So, this was teacher provided housing. And if you didn't have that, could you have found other housing?

A. No. You're required. It's basically part of the package deal.

So, when I went to the Philippines, I wanted to see what they were living in, and those housing there were better than the places they live.

Q. So, without the teacher-provided housing there isn't really any other option?

A. No. You have to stay in the housing there.

(Employee dep., September 23, 2024 at 71-73).

15) On March 27, 2026, the Supreme Court issued its decision in *Mitchell*, which questioned whether Employee was injured at an “employer-provided facility” and whether he was engaged in an “employer-sanctioned activity” under AS 23.30.395(2). (*Mitchell*).

16) On April 6, 2026, Employer petitioned for an award finding that Employee's injury occurred while he was at an employer provided facility and that workers' compensation benefits are compensable. (Petition, April 6, 2026).

17) Employee contends that his injury occurred at an employer-provided facility and that benefits are compensable. (Employee email, July 2, 2026; Employee Hearing Brief, July 8, 2026; Employee Addendum Brief, July 15, 2026). However, he disputes that taking out the trash is an employer-sanctioned activity “because taking out the trash is an activity anyone does no matter where they live.” (Employee Addendum Brief, July 15, 2026).

PRINCIPLES OF LAW

The Board may base its decisions not only on direct testimony and other tangible evidence, but also on the Board's “experience, judgment, observations, unique or peculiar facts of the case, and

inferences drawn from all of the above.” *Fairbanks North Star Borough v. Rogers & Babler*, 747 P.2d 528, 533-34 (Alaska 1987).

AS 23.30.010. Coverage. (a) Except as provided in (b) of this section, compensation or benefits are payable under this chapter for disability or death or the need for medical treatment of an employee if the disability or death of the employee or the employee’s need for medical treatment arose out of and in the course of the employment. To establish a presumption under AS 23.30.120(a)(1) that the disability or death or the need for medical treatment arose out of and in the course of the employment, the employee must establish a causal link between the employment and the disability or death or the need for medical treatment. A presumption may be rebutted by a demonstration of substantial evidence that the death or disability or the need for medical treatment did not arise out of and in the course of the employment. When determining whether or not the death or disability or need for medical treatment arose out of and in the course of the employment, the board must evaluate the relative contribution of different causes of the disability or death or the need for medical treatment. Compensation or benefits under this chapter are payable for the disability or death or the need for medical treatment if, in relation to other causes, the employment is the substantial cause of the disability or death or need for medical treatment.

. . . .

AS 23.30.045. Employer’s liability for compensation. (a) An employer is liable for and shall secure the payment to employees of the compensation payable under AS 23.30.041, 23.30.050, 23.30.095, 23.30.145, and 23.30.180 — 23.30.215. . . .

AS 23.30.055. Exclusiveness of liability. The liability of an employer prescribed in AS 23.30.045 is exclusive and in place of all other liability of the employer and any fellow employee to the employee, the employee’s legal representative, husband or wife, parents, dependents, next of kin, and anyone otherwise entitled to recover damages from the employer or fellow employee at law or in admiralty on account of the injury or death. . . .

In *Mitchell v. Bering Strait School District*, 586 P.3d 672 (Alaska 2026), the Court addressed whether workers’ compensation was Employee’s exclusive remedy or if he might seek damages in a negligence action arising out of his slip and fall while taking trash out of his residence that he rented from Employer. Addressing Employer’s assertion that the remote site doctrine barred Employee’s tort claims under the exclusive remedy provision of the Workers’ Compensation Act, it wrote:

In this case, both elements of the definition [at AS 23.30.395(2)] may be relevant

to determining whether Mitchell’s injury was within the course and scope of his employment. First, Mitchell contended that taking out the trash on a weekend was not an “employer-sanctioned activity,” but was something anyone might do on a weekend. . . . Whether Mitchell’s activity choice in taking out the trash on a Sunday was limited by his living situation and how that limitation played a role in his injury is a fact-specific inquiry that does not easily lend itself to Rule 12(b)(6) dismissal. It is entirely possible that Mitchell could prove a set of facts that would establish that taking out the trash on a weekend is “an activity that most employees engage in ... regardless of their location.” [citing *Norcon v. Alaska Workers’ Compensation Board*, 880 P.2d 1051 (Alaska 1994)]

Second, Mitchell’s case also raises the question of what constitutes an “employer-provided facility.” We have not identified specific factors to be considered when deciding whether any facility, including a residence, is employer-provided. . . . Whether Mitchell’s housing was an employer-provided facility is a fact-dependent issue. Mitchell did not reside in dormitory-style housing with other employees, but had a residence that was the subject of a landlord-tenant agreement. Mitchell alleged the District made money from the lease, implying that he was required to pay rent and that the District did not subsidize his housing. Whether this fact could be dispositive is not clear, but it is a factor that should be considered in evaluating whether the rental housing was an employer-provided facility. Other factors that might affect the analysis include whether Mitchell was required to live in District-owned housing under the terms of his employment contract.

We cannot say beyond doubt that Mitchell could prove no set of facts that would entitle him to relief on his negligence claim. Mitchell’s complaint alleged sufficient facts that could take the negligence claims outside of the Workers’ Compensation Act’s exclusivity provisions, so it was error for the superior court to dismiss those claims under Rule 12(b)(6).

Id. at 681-82.

AS 23.30.120. Presumptions. (a) In a proceeding for the enforcement of a claim for compensation under this chapter it is presumed, in the absence of substantial evidence to the contrary, that

(1) the claim comes within the provisions of this chapter

“The text of AS 23.30.120(a)(1) indicates that the presumption of compensability is applicable to *any* claim for compensation under the workers’ compensation statute.” *Meek v. Unocal Corp.*, 914 P.2d 1276, 1279 (Alaska 1996) (emphasis in original). Medical benefits, including continuing care, are covered by the AS 23.30.120(a) presumption of compensability. *Municipality of Anchorage v. Carter*, 818 P.2d 661, 664-65 (Alaska 1991). The Alaska Supreme Court in *Sokolowski v. Best*

Western Golden Lion, 813 P.2d 286, 292 (Alaska 1991) held a claimant “is entitled to the presumption of compensability as to each evidentiary question.”

The presumption’s application involves a three-step analysis. *Louisiana Pacific Corp. v. Koons*, 816 P.2d 1379, 1381 (Alaska 1991). First, an employee must establish a “preliminary link” between the “claim” and her employment. In less complex cases, lay evidence may be sufficiently probative to make the link. *VECO, Inc. v. Wolfer*, 693 P.2d 865, 871 (Alaska 1985). Whether or not medical evidence is required depends on the probative value of available lay evidence and the complexity of the medical facts involved. *Id.* An employee need only adduce “some,” minimal relevant evidence, *Cheeks v. Wismer & Becker/G.S. Atkinson, J.V.*, 742 P.2d 239, 244 (Alaska 1987), establishing a “preliminary link” between the “claim” and the employment, *Burgess Construction Co. v. Smallwood*, 623 P.2d 312, 316 (Alaska 1981). Witness credibility is not examined at this first step. *Excursion Inlet Packing Co. v. Ugale*, 92 P.3d 413, 417 (Alaska 2004).

Second, once an employee attaches the presumption, the employer must rebut it with “substantial” evidence that either, (1) provides an alternative explanation excluding work-related factors as a substantial cause of the disability (“affirmative-evidence”), or (2) directly eliminates any reasonable possibility that employment was a factor in causing the disability (“negative-evidence”). *Huit v. Ashwater Burns, Inc.*, 372 P.3d 904; 919 (Alaska 2016). “Substantial evidence” is the amount of relevant evidence a reasonable mind might accept as adequate to support a conclusion in light of the record as a whole. *Miller v. ITT Arctic Services*, 577 P.2d 1044, 1046 (Alaska 1978). The mere possibility of another injury is not “substantial” evidence sufficient to rebut the presumption. *Huit* at 920, 921. The employer’s evidence is viewed in isolation, without regard to an employee’s evidence. *Miller* at 1055. Therefore, credibility questions and weight accorded the employer’s evidence are deferred until after it is decided if the employer produced a sufficient quantum of evidence to rebut the presumption. *Norcon, Inc. v. Alaska Workers’ Compensation Board*, 880 P.2d 1051, 1054 (Alaska 1994); citing *Big K Grocery v. Gibson*, 836 P.2d 941 (Alaska 1992).

For claims arising after November 7, 2005, employment must be the substantial cause of the disability or need for medical treatment. *Runstrom v. Alaska Native Medical Center*, AWCAC Decision No.

150 (March 25, 2011) (reversed on other grounds by *Huit*). If an employer produces substantial evidence work is not the substantial cause, the presumption drops out and the employee must prove all elements of the “claim” by a preponderance of the evidence. *Louisiana Pacific Corp. v. Koons*, 816 P.2d 1381 (citing *Miller v. ITT Services*, 577 P.2d. 1044, 1046). The party with the burden of proving asserted facts by a preponderance of the evidence must “induce a belief” in the fact-finders’ minds the asserted facts are probably true. *Saxton v. Harris*, 395 P.2d 71, 72 (Alaska 1964).

AS 23.30.395. Definitions. (2) “arising out of and in the course of employment” includes employer-required or supplied travel to and from a remote job site; activities performed at the direction or under the control of the employer; and employer-sanctioned activities at employer-provided facilities; but excludes recreational league activities sponsored by the employer, unless participation is required as a condition of employment, and activities of a personal nature away from employer-provided facilities

In *Doyon Universal Services v. Allen*, 999 P.2d 764 (Alaska 2000), the Court found substantial evidence supported the Board’s finding that brussels sprouts, which were eaten by the employee at an employer-provided cafeteria at a remote work site, was a substantial factor in aggravating the employee’s preexisting condition and resulting in his small bowel obstruction. The Court explained the remote site doctrine in its decision:

Because of the unique situation that remote worksites present, we have adopted a particularly expansive view of “work-connectedness,” which we have articulated in the now-familiar “remote site” doctrine. The crux of this doctrine is that everyday activities that are normally considered non-work-related are deemed a part of a remote site employee’s job for workers’ compensation purposes because the requirement of living at the remote site limits the employee’s activity choices.

Id. at 768-69.

In *Northern Corporation v. Saari*, 409 P.2d 845 (Alaska 1966), Northern was contracted to perform work at a remote Air Force installation, and it housed its employees at a separate work camp about 700 yard away from the installation. Because no recreational facilities were furnished at the work camp, Northern had arranged with the Air Force for its employees to utilize the noncommissioned officers club at the installation. An employee died of a skull fracture after falling off a road and into a creek bed. He was returning to the work camp after utilizing the noncommissioned officers club. The Court’s analysis included the following:

Sparrevohn is a remote site inaccessible except by air, and the flying schedule between Sparrevohn and Anchorage was very uncertain due to weather. The president of Northern testified that an employee was not obliged to stay in camp—that he was free to go to Anchorage if he had transportation. However, he also stated that it was highly impractical for a man to live elsewhere than at the camp since he would have to fly back and forth every day, and that from a practical standpoint it was a condition of employment that the employees stay in Northern’s camp.

Id. at 846. Because of the restricted conditions of employment and the availability of employer-provided recreational facilities, the Court held that the employee’s death arose out of and in the course of his employment.

In *Norcon v. Alaska Workers’ Compensation Board*, 880 P.2d 1051; 1053 n.1 (Alaska 1994), the Court concluded the remote site theory was inapplicable in a case where the worker suffered a fatal cardiac arrest while he was getting ready for work even though he was working at a remote site. The Court reasoned, getting ready for work was not an activity choice made because of limited activities offered at the remote site. Rather, “[i]t is an activity that most employees engage in before they go to work, regardless of their location.”

In *Lisenbury v. Alaska Mechanical, Inc.*, AWCB Dec. No. 08-0102 (June 3, 2008), a panel addressed whether injuries an employee sustained in a fire while sleeping in employer-provided housing arose in the course and scope of employment. After evaluating AS 213.30.395(2), *Norcon* and *Allen*, the panel stated:

In the instant case, we find the hearing testimony and evidence in the record are consistent that the market for housing in the Nome area was very limited, and that the employer found it necessary to secure and provide housing for its workforce during the course of the Rock Creek project. Although there is some evidence that some employees managed to arrange their own housing, the evidence is clear that independently-secured housing was an anomaly. The evidence is uniform that the employee was assigned housing provided by the employer. Based on the preponderance of the evidence, we find the isolated location of the employee’s work severely limited his choice of housing and sleeping accommodation. Based on the preponderance of the available evidence, we find the employee slept in an employer provided facility. Based on the consistent evidence in the record, we find the employee was using the facility on the night of the fire for the purpose intended by the employer: sleeping and residence. In accord with the Court’s rationale in

Doyon Universal Services v. Allen, we find the employee was injured in the course of an employer sanctioned activity.

Lisenbury at 10.

ANALYSIS

Did Employee's injuries arise out of and in the course of his employment?

Employee, a schoolteacher, suffered injuries when he slipped and fell while taking out trash at his teacher's housing in Savoonga, Alaska. Under the Alaska Workers' Compensation Act, benefits are compensable if the need for them "arose out of and in the course of employment." AS 23.30.010(a). The phrase "arose out of and in the course of employment" definitionally includes injuries incurred during "employer-sanctioned activities at employer-provided facilities" AS 23.30.395(2). In Employee's civil case against Employer, the Alaska Supreme Court recently evaluated whether it was proper for the Superior Court to dismiss Employee's negligence claim against Employer based on the exclusive remedy provision of the Workers' Compensation Act. In so doing, it questioned whether taking out the trash was an employer-sanctioned activity, and whether his teacher housing was an employer-provided facility, as set forth in statute and contemplated by its prior decisions. The Court reasoned, since taking out the trash was an activity that anyone might do on a weekend regardless of location, the question of whether it was an employer-sanctioned activity in Employee's case was a fact-specific issue "that does not lend itself to Rule 12(b)(6) dismissal." Similarly, since Employee lived in rental housing that was subject to a landlord-tenant agreement, the Court also pondered whether it was an employer-provided facility.

Under the remote site doctrine, everyday activities normally considered non-work-related are deemed a part of an employee's job at a remote site if the requirement of living at the remote site limits activity choices in a way that plays a causal role in the injury. *Allen*; *Norcon*. The parties agree, Employee resided in an employer-provided facility and evidence supports their contentions in this regard. The collective bargaining agreement between Employer and the Bering Strait Education Association sets forth terms governing teacher housing that is "owned, leased, rented, or otherwise secured by the District," and allows for the payment of a housing stipend should a

teacher not reside in “District housing.” The agreement shows the parties expected Employer to provide housing for its teachers. Other evidence is found in Employee’s deposition testimony where he described residing at “teacher housing . . . provided by the School District,” and “teacher housing which is maintained and owned by the School District.”

Notwithstanding the collective bargaining agreement’s provision for a housing stipend should a teacher not reside in Employer’s housing, Employee delivered considerable testimony regarding the lack of other available housing in Savoonga. With respect to his housing choices, he stated “you don’t have a choice,” “it’s not like you can go somewhere else.” He testified, in some villages, like Kalskag, he did not have to stay in designated teacher housing because he “got a place in town,” but in Savoonga, “You can’t.” According to Employee, his \$810 monthly rental rate was based on a “reasonable rate,” and he repeatedly denied he could have found other housing in Savoonga at that rate. He explained, staying in Employer’s housing was “part of the contract, but it’s not really”; and described, “It’s basically part of the package deal.” Employee also unequivocally averred, “You are required [to stay in Employer’s housing],” and “You have to stay in [Employer’s] housing there.”

As in *Saari* and *Lisenbury*, Employee’s testimony makes clear, from a practical standpoint, living in Employer’s housing was a condition of his employment even though there is no evidence he was contractually obligated to do so. His statement that he could not have found other housing for \$810 per month, and his statement that his rent was based on a “reasonable rate” versus a market rate, also indicate a level of Employer subsidy, just as Employer would subsidize housing costs for a teacher who could find alternative housing. Employee’s choice of where to live was limited by his employment so, as the parties contend, he resided in an “employer-provided facility.” *Id.*; AS 23.30.395(2).

Turning now to the question of whether taking out trash at his teacher housing was an employer-sanctioned activity, it is initially noted that Employer’s Residential Teacher Lease restricted Employee to using his teacher housing “solely for residential purposes,” and mandated that he dispose of “all ashes, rubbish, garbage and other waste in an appropriate manner.” Taking trash out of his teacher housing was something Employee was legally required to do because of his

employment circumstances, which distinguishes this case from *Norcon*. Here, he was required to live in Employer provided housing, which in turn limited his activity to taking out trash on Employer's icy stairs with a missing handrail, and this limitation played a direct role in his injuries when he slipped and fell. Consequently, Employee was injured during an "employer-sanctioned activity." *Id.*; *Allen*; AS 23.30.395(2).

Regarding Employer's request for a compensability finding, Employee need only adduce "some" minimal evidence connecting his claim to his employment. *Cheeks*. He attaches the presumption with his November 15, 2021 injury report to Employer, which details his slip and fall at Employer's housing while working at a remote site and with Dr. Torres's November 16, 2021 chart notes. *Smallwood*. Both parties agree Employee was injured at an employer-provided facility and neither offer any evidence in rebuttal. However, Employee disputes taking out trash was an employer-sanctioned activity, which is a mixed question of law and fact, so the presumption analysis will be applied. *Sokolowski*. Employee rebuts his own compensability presumption by pointing out that taking out trash is an activity anyone does no matter where they live. *Rogers & Babler*; *Huit*. However, as discussed above, Employee's deposition testimony regarding the unavailability of alternative housing in Savoonga, and Employer's Residential Teacher Lease, which required Employee to remove trash from his teacher housing, show by a preponderance of the evidence that Employee was injured while engaging in an employer-sanctioned activity. *Allen*; *Norcon*. Consequently, benefits related to Employee's injuries are compensable. AS 23.30.010(a); AS 23.30.395(2).

CONCLUSION OF LAW

Employee's injuries arose out of and in the course of his employment.

ORDERS

- 1) Employer's April 6, 2026 petition is granted.
- 2) Employee is entitled to benefits due under the Act.

Dated in Anchorage, Alaska on August 12, 2026.

ALASKA WORKERS' COMPENSATION BOARD

_____/s/
Robert Vollmer, Designated Chair

_____/s/
Mike Dennis, Member

_____/s/
Brian Zematis, Member

If compensation is payable under terms of this decision, it is due on the date of issue. A penalty of 25 percent will accrue if not paid within 14 days of the due date, unless an interlocutory order staying payment is obtained in the Alaska Workers' Compensation Appeals Commission.

If compensation awarded is not paid within 30 days of this decision, the person to whom the awarded compensation is payable may, within one year after the default of payment, request from the board a supplementary order declaring the amount of the default.

APPEAL PROCEDURES

This compensation order is a final decision. It becomes effective when filed in the office of the board unless proceedings to appeal it are instituted. Effective November 7, 2005 proceedings to appeal must be instituted in the Alaska Workers' Compensation Appeals Commission within 30 days of the filing of this decision and be brought by a party in interest against the boards and all other parties to the proceedings before the board. If a request for reconsideration of this final decision is timely filed with the board, any proceedings to appeal must be instituted within 30 days after the reconsideration decision is mailed to the parties or within 30 days after the date the reconsideration request is considered denied due to the absence of any action on the reconsideration request, whichever is earlier. AS 23.30.127.

An appeal may be initiated by filing with the office of the Appeals Commission: 1) a signed notice of appeal specifying the board order appealed from and 2) a statement of the grounds upon which the appeal is taken. A cross-appeal may be initiated by filing with the office of the Appeals Commission a signed notice of cross-appeal within 30 days after the board decision is filed or within 15 days after service of a notice of appeal, whichever is later. The notice of cross-appeal shall specify the board order appealed from and the ground upon which the cross-appeal is taken. AS 23.30.128.

RECONSIDERATION

A party may ask the board to reconsider this decision by filing a petition for reconsideration under AS 44.62.540 and in accord with 8 AAC 45.050. The petition requesting reconsideration must be filed with the board within 15 days after delivery or mailing of this decision.

MODIFICATION

Within one year after the rejection of a claim, or within one year after the last payment of benefits under AS 23.30.180, 23.30.185, 23.30.190, 23.30.200, or 23.30.215, a party may ask the board to modify this decision under AS 23.30.130 by filing a petition in accord with 8 AAC 45.150 and 8 AAC 45.050.

CERTIFICATION

I hereby certify the foregoing is a full, true and correct copy of the Final Decision and Order in the matter of DAVID MITCHELL, employee / claimant v. BERING STRAIT SCHOOL DISTRICT, employer; ALASKA PUBLIC ENTITY INSURANCE, insurer / defendants; Case No. 202304290; dated and filed in the Alaska Workers' Compensation Board's office in Anchorage, Alaska, and served on the parties by certified US Mail on August 12, 2026.

/s/
Lorvin Uddipa, Workers' Compensation Technician