

IN THE MATTER OF THE EDUCATION ADMINISTRATION ACT
AND
IN THE MATTER CONCERNING
DAVID ALEXANDER DUKE

CONSENT RESOLUTION AGREEMENT (“agreement”)

BETWEEN:

THE COMMISSIONER, APPOINTED UNDER THE EDUCATION
ADMINISTRATION ACT (“the Commissioner”)

AND:

DAVID ALEXANDER DUKE (“ David Duke”)

Background and Facts

1. David Duke was issued a Manitoba Permanent Teaching Certificate, No. TA - [REDACTED], in October 1995, a Level I – School Administrator Certificate in November 2002, a Level II – Principal Certificate in June 2013, a Special Education Certificate in October 2016, and a Special Education Coordinator Certificate in March 2017.
2. At all material times, David Duke was employed with The Frontier School Division (the “Division”) and was on a leave of absence from the Division.
3. On or before September 27, 2025:
 - a. David Duke used social media to communicate with a high school student, who was a minor (Student A).

4. On or around September 27, 2025:
 - a. David Duke met with Student A at a pre-arranged location and provided Student A with a controlled substance, namely cannabis, along with a cannabis “vape” pen, and alcohol.
5. On December 9, 2025, the Division made a discretionary complaint to the Commissioner under section 8.9 of The Education Administration Act (“the Act”).
6. On December 9, 2025, the Commissioner ordered an investigation under section 8.14(1) of the Act.

Consequences

7. This Agreement is made under section 8.20 of the Act.
8. David Duke understands and acknowledges that this Agreement is not effective until executed by the Commissioner, and that the date of execution by the Commissioner will be the effective date of this Agreement (the “Effective Date”).
9. David Duke admits that the facts set out in paragraphs 1 to 6 of this Agreement are true.
10. David Duke admits that the conduct described in paragraph 3 and 4 of this Agreement constitutes professional misconduct as defined in section 8.1 of the Act.
11. David Duke agrees to the Director of Certification (“Director”) cancelling his Permanent Teaching Certificate, Level I – School Administrator Certificate, Level II – Principal Certificate, Special Education Certificate, and Special Education Coordinator Certificate.
12. David Duke acknowledges that the cancellation date and his teaching certificates’ current status (“cancelled”) will be reflected on the Manitoba online registry of certified teachers and school clinicians.

13. David Duke understands that a Notice of Cancellation will also be issued to Manitoba school divisions, funded independent schools, First Nation schools and teacher regulatory bodies across Canada no later than seven days following the Effective Date.
14. In determining that cancellation of David Duke's Permanent Teaching Certificate, Level I – School Administrator Certificate, Level II – Principal Certificate, Special Education Certificate, and Special Education Coordinator Certificate, is an appropriate consequence, the Commissioner considered the following factors:
 - a. David Duke provided Student A, a minor, with controlled substances;
 - b. David Duke used social media to communicate with Student A;
 - c. David Duke admitted to his conduct;
 - d. David Duke's conduct was contrary to Student A's best interests and well-being;
 - e. David Duke failed to model appropriate behaviour expected of a teacher ;
 - f. David Duke's conduct violated professional boundaries expected between a teacher and a student;
 - g. David Duke's conduct was a fundamental breach of a teacher's duty of care to students; and
 - h. David Duke's conduct was of a nature that undermines the public's confidence in the profession and in the education system.
15. David Duke agrees not to make any statement orally or in writing which contradicts, disputes or calls into question the terms of this Agreement or the admissions made in it.

Effects of the Agreement

16. The Director of Certification will publish this Agreement on Manitoba Education and Early Childhood Learning's online registry of certified teachers and school clinicians, under section 8.21(1) of the Act.
17. A copy of this Agreement will be provided to the Division in accordance with section 8.20(8) of the Act.
18. David Duke acknowledges in accordance with section 8.20(5) of the Act that by entering into this agreement no further action may be taken under section 8.20 or section 8.23 of the Act on the matters contained in the agreement, unless he fails to comply with one or more terms of the agreement.
19. David Duke acknowledges that he has voluntarily entered into this Agreement and was given the option of seeking independent legal advice, and that he fully understands the terms and conditions set out in this Agreement.

Signed in Dauphin, MB
this March 16, 2026

Original signed by _____
David Duke

TAKEN, subscribed and sworn/affirmed/declared before me at Dauphin in the Province MB of
this 16 day of March A.D. 2026.

Original signed by _____
Signature of Commissioner for Oaths/Notary Public

Print Name of Commissioner for Oath/Notary Public

My Commission expires: November 4, 2027

Signed in Winnipeg, MB
this March 24, 2026

Original signed by _____
Bobbi Taillefer, Commissioner