

**STATE OF ILLINOIS
STATE EDUCATOR PREPARATION AND LICENSURE BOARD**

IN THE MATTER OF THE)
PROFESSIONAL EDUCATOR LICENSE OF)
KIMBERLY KIRBY)
PEL ID #2462206)

AGREEMENT FOR LICENSURE SANCTION

NOW COMES Kimberly Kirby (Kirby) and the State Superintendent of Education (State Superintendent) (collectively referred to as the "Parties"), to address allegations that Kirby engaged in unprofessional conduct in violation of Section 21B-75 of the School Code [105 ILCS 5/21B-75], and hereby state the following terms under which the State Superintendent has agreed not to issue a Notice of Opportunity for Hearing and Statement of Charges regarding Kirby's conduct, and Kirby has agreed not to request a hearing regarding her conduct:

1. Kirby acknowledges that she has been provided the opportunity to consult with an attorney regarding this Agreement for Licensure Sanction (Agreement).
2. The Parties agree that each has the authority to enter into this Agreement without further proceedings.
3. Kirby waives her rights under the Administrative Procedure Act [5 ILCS 100/10-5 *et seq.*] regarding contested cases.
4. The Parties waive any and all rights to a hearing and post-hearing procedures otherwise available pursuant to the School Code or any administrative rules of the State Board of Education regarding the allegations in this matter.
5. The Parties waive any right to judicial review of this Agreement by any court by way of suit, appeal, or extraordinary remedy or the subject matter included herein, except for any action required to enforce this Agreement.
6. The State Superintendent alleges that Kirby engaged in unprofessional conduct that would support a sanction of her Professional Educator License. More specifically, it was alleged that Kirby engaged in a practice of birthday spankings of elementary students which made some students feel afraid and uncomfortable. It is also alleged that Kirby distributed and/or put tape over the mouths of students when they would not stop talking. Kirby denies these allegations and is entering into this Agreement for the sole purpose of avoiding any further dispute.
7. The State Superintendent further alleges that Kirby's conduct as described in Paragraph Six (6) violated Section 21B-75 of the School Code and that her license is subject to sanctions. Kirby denies these allegations and is entering into this Agreement for the sole purpose of avoiding any further dispute.

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8. Kirby further acknowledges that the State Superintendent intended to pursue sanctions against her license for the conduct described in Paragraph Six (6) of this Agreement but has agreed to resolve the matter through this Agreement. Thus, pursuant to the terms of this Agreement, the State Superintendent hereby agrees not to issue a Notice of Opportunity for Hearing and Statement of Charges to Kirby regarding this matter.
 9. The Parties acknowledge and agree that they desire to resolve this matter absent further administrative action.
 10. Kirby acknowledges and agrees that her Professional Educator License, PEL ID #2462206, issued by the Illinois State Board of Education, will be suspended for a period of sixty (60) calendar days from the date of final execution of this Agreement.
 11. Kirby acknowledges that, pursuant to 23 Ill. Admin Code 25.410, the suspension will be reported to the National Association of State Directors of Teacher Education and Certification's (NASDTEC) Educator Information Clearinghouse. Kirby also acknowledges that the licensure sanction issued pursuant to Section 21B-75 of the School Code will be posted on the Educator Quality page of the Illinois State Board of Education's website.
 12. Kirby acknowledges and agrees that, within thirty (30) days after final execution of this Agreement, she will complete the continuing education course offered through NASDTEC titled "Prevention and Correction" at Kirby's expense. The continuing education course that Kirby completes is for purposes of this Agreement only and may not be used to fulfill any other requirements that Kirby may have with the State Board of Education, such as for renewal of her license pursuant to Section 21B-45 of the School Code.
 13. Kirby will submit proof of the successful completion of the continuing education course to Heather Becker, Laner Muchin, Ltd., 515 N. State St., Suite 2400, Chicago, Illinois 60654 and/or by email at hbecker@lanerlaw.com.
 14. Kirby acknowledges and agrees that, pursuant to this Agreement, if she fails to complete the coursework requirement of Paragraph 12 within the 30-day period provided, Kirby's Professional Educator License PEL ID #2462206 will be suspended for an additional thirty (30) calendar days beyond the original suspension length.
 15. The Parties acknowledge and agree that a signature sent via facsimile, .pdf, or electronically is an acceptable method of executing this Agreement. The Parties further acknowledge and agree that this Agreement may be executed in counterparts.
 16. The Parties acknowledge and agree that this Agreement is entered into freely and voluntarily.
 17. Each provision and admission in this Agreement shall be interpreted to be effective and valid to the fullest extent possible, but in the event any provision of this Agreement shall itself or in connection with any other provision of this Agreement be held to be invalid or unenforceable, the remaining provisions and admissions in this Agreement shall be valid, and this Agreement shall be construed and interpreted as if such invalid or unenforceable provision were never a part of this Agreement to effectuate the purpose of this Agreement and the

intentions of the Parties.

Kimberly Kirby
Kimberly Kirby

Dr. Tony Sanders

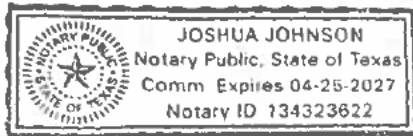
Dr. Tony Sanders
State Superintendent of Education

Subscribed and sworn to before me
this 15th day of June 2026.

Dated at Springfield, Illinois,
this 17th day of June 2026

Notary Public

Joshua Johnson



PROOF OF SERVICE

I certify that I served the foregoing Agreement by depositing a copy thereof via certified U.S. mail with postage prepaid and via electronic mail on June 18, 2026, addressed to the following at the address shown:

Kim Kirby



I certify that I sent a copy the foregoing Order by electronic mail, on June 18, 2026, to Emily Fox, the Secretary of the State Educator Preparation and Licensure Board at the following email address:

efox@isbe.net

I certify that I served the foregoing referenced documents via electronic mail, on June 18, 2026, to Superintendent Lanty McGuire of Quincy Public Schools at the following email address:

mcguirla@qps.org

Dr. Tara Kristoff

Dr. Tara Kristoff
Assistant Legal Counsel
Illinois State Board of Education