

APPENDIX A – DR. DANCE COURT TRANSCRIPT

1 STATE OF MARYLAND * IN THE
2 Plaintiff * CIRCUIT COURT
3 v. * FOR
4 SHAUN DALLAS DANCE * BALTIMORE COUNTY
5 Defendant * Case No.: 03-K-18-000323

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7 TRANSCRIPT OF PROCEEDINGS:

8 March 8, 2018

9 Judge Kathleen Cox, presiding

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13 EMMET C. DAVITT, MARYLAND STATE PROSECUTOR

14 KELLY MADIGAN, SENIOR ASST. STATE PROSECUTOR

15

16 MICHELLE NICOLE LIPKOWITZ, ESQUIRE

17 ANDREW JAY GRAHAM, ESQUIRE

18 Counsel for Defendant

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25 Christine R. Leary, Transcriber

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1 (ON RECORD - 09:02:52 AM)

2 THE COURT: All right. Are we ready in the, the
3 Dance matter then?

4 ATTORNEY: We are.

5 THE COURT: All right. Good morning.

6 VOICE: Good morning, Your Honor.

7 THE COURT: If you all want to call the case, we're
8 ready to proceed.

9 STATE: Good morning, Your Honor. Emmet Davitt,
10 Maryland State Prosecutor, joined by Kelly Madigan, Senior
11 Assistant State Prosecutor, here on behalf of the State.

12 MS. LIPKOWITZ: Good morning, Your Honor. Michelle
13 Lipkowitz, Saul Ewing (inaudible) on behalf of Dr. Dance joined
14 by.

15 MR. GRAHAM: Andrew Graham.

16 THE COURT: All right. Good morning.

17 MR. GRAHAM: Good morning, Your Honor.

18 MS. LIPKOWITZ: Good morning.

19 THE COURT: All right.

20 STATE: Your Honor, for the record, it's Baltimore
21 County case number 03-K-18-000323.

22 THE COURT: All right and it's my understanding that
23 there's a plea agreement of this matter. Mr. Davitt, you want
24 to just state the understanding on the record?

25 STATE: Yes, Your Honor. Your Honor, the parties

1 have reached an agreement whereby there are four counts in the
2 indictment. Dr. Dance has agreed to plead guilty to all the
3 counts in the indictment. In return for the guilty plea, the
4 State will be recommending a sentence of five years'
5 incarceration, with all but eighteen months to be served. Your
6 Honor, if I may approach you, I'm going to, just as Exhibit 1,
7 offer a copy --

8 MR. GRAHAM: Excuse me, Mr. Davitt, did you mean only
9 eighteen months to be served, the rest suspended?

10 STATE: Correct.

11 THE COURT: That's what he said, all but eighteen
12 months.

13 STATE: Correct, all but, is eighteen months to be
14 served.

15 THE COURT: No, that's wrong. Suspend, yeah, it is
16 the reverse.

17 STATE: I, I apologize, Your Honor. If I didn't make
18 that clear.

19 THE COURT: Okay.

20 STATE: And they, and, and counsel for the defense
21 would be free to argue for a lesser disposition.

22 THE COURT: Okay and Mr. Graham or Ms. Lipkowitz, is
23 that your understanding?

24 MR. GRAHAM: Yes, it is, Your Honor.

25 MS. LIPKOWITZ: Yes, Your Honor.

1 THE COURT: Okay. All right. Dr. Dance, I need to
2 ask you a series of questions to make sure you fully understand
3 what you're doing and the rights you're waiving here. I know
4 you've gone over this with counsel, but I need to confirm on
5 the record that you understand your rights and how you're
6 proceeding. Can you tell me how old you are, sir?

7 DR. DANCE: I'm thirty-six years old, Your Honor.

8 THE COURT: And how far you went in school?

9 DR. DANCE: Graduate school.

10 THE COURT: All right. Obviously, you can read and
11 write, you understand English and you know what's going on here
12 today?

13 DR. DANCE: Yes, Your Honor.

14 THE COURT: Are you presently under the influence of
15 any alcohol or any drug?

16 DR. DANCE: No, Your Honor.

17 THE COURT: Are you under a doctor's care for any
18 reason?

19 DR. DANCE: No, Your Honor.

20 THE COURT: You have a clear head and you understand
21 what's going on here today?

22 DR. DANCE: Yes, Your Honor.

23 THE COURT: All right and you understand that the
24 plea here today is to each of the four counts in the indictment
25 that have been charged against you, do you understand that?

1 DR. DANCE: Yes, Your Honor.

2 THE COURT: And it looks like count one charges you
3 with perjury, the maximum penalty for which is up to ten years,
4 you understand that?

5 DR. DANCE: Yes, Your Honor.

6 THE COURT: Count two charges you with an additional
7 count of perjury, the maximum penalty is up to ten years.

8 DR. DANCE: Yes, Your Honor.

9 THE COURT: Count three charges you with perjury with
10 regard to financial disclosure statement, the maximum penalty
11 is ten years and count four is an additional count, the same
12 maximum penalty for the perjury, up to ten years, do you
13 understand that?

14 DR. DANCE: Yes, Your Honor.

15 THE COURT: And your counsel have discussed the
16 elements of those offenses with you so you understand what the
17 State would have to prove in order to convict you?

18 DR. DANCE: Yes, Your Honor.

19 THE COURT: And you understand that if you're not a
20 citizen of the United States, there could be immigration
21 consequences that result from any conviction?

22 DR. DANCE: Yes, Your Honor.

23 THE COURT: All right. Sir, you understand by
24 proceeding in this way today, you're giving up important
25 rights, that includes your right to have a jury trial. If you

1 wish to have a jury trial, you along with your attorneys would
2 participate in selecting twelve people. They would be
3 residents of Baltimore County who are either licensed to drive
4 or eligible to vote. All twelve would have to agree to find
5 you guilty beyond a reasonable doubt for a jury to convict you,
6 do you understand that?

7 DR. DANCE: Yes, Your Honor.

8 THE COURT: You're also, in general, giving up your
9 right to have a trial, whether it's heard by a jury like I just
10 described or a Judge alone. At any trial, the State has the
11 burden of putting on witnesses and evidence to prove guilt
12 beyond a reasonable doubt and when you enter a plea, you give
13 that up, you understand that?

14 DR. DANCE: Yes, Your Honor.

15 THE COURT: You give up any kind of challenge you
16 might have to the evidence that the State would seek to use
17 against you. So, if you thought that evidence was improperly
18 obtained or seized in any way, you give up your right to
19 challenge that after a plea, do you understand that?

20 DR. DANCE: Yes, Your Honor.

21 THE COURT: You give up other rights that go along
22 with a trial, including your right to see and confront
23 witnesses against you, which means your attorneys could cross
24 examine those witnesses, just like you give up the right to
25 subpoena your own witnesses to come to Court to testify, do you

1 understand that also?

2 DR. DANCE: Yes, Your Honor.

3 THE COURT: Finally, if you have a trial, you have an
4 absolute right to remain silent. You can choose to testify but
5 no one can ever force you to testify and if you elect to remain
6 silent, no one can presume from that that you're guilty of
7 anything. Do you understand that you give that up also when
8 you plead guilty here today?

9 DR. DANCE: Yes, Your Honor.

10 THE COURT: Were you on parole or probation for
11 anything when this occurred?

12 DR. DANCE: No, ma'am. No, Your Honor.

13 THE COURT: And you understand that after a guilty
14 plea, there's no automatic way to take an appeal in the case.
15 The only way you can appeal after a guilty plea is accepted is
16 to petition the Court of Special Appeals and get them to agree
17 to hear their case. They will consider doing that if there's
18 some issue as to whether your plea is voluntary, when I have
19 jurisdiction and sentence you legally and whether you have
20 competent counsel. But they're not required to accept a, or
21 grant leave to appeal. So, the bottom line is, there is,
22 excuse me, no guarantee of an appeal after your plea is
23 accepted. Do you understand that also?

24 DR. DANCE: Yes, Your Honor.

25 THE COURT: All right and you're represented by

1 counsel, who is here with you today. Are you satisfied with
2 their advice and representation?

3 DR. DANCE: Yes, I am, Your Honor.

4 THE COURT: Is there anything you asked your
5 attorneys to do in conjunction with this representation they
6 did not, that they did not do for any reason?

7 DR. DANCE: No, Your Honor.

8 THE COURT: Are you entering this plea voluntarily?

9 DR. DANCE: I am, Your Honor.

10 THE COURT: Has anyone forced or threatened you to
11 get you to do this here today?

12 DR. DANCE: No, Your Honor.

13 THE COURT: Has anyone promised you anything in
14 exchange for doing this here today?

15 DR. DANCE: No, Your Honor.

16 THE COURT: And do you have any questions that you
17 wish to ask of me before I accept the plea?

18 DR. DANCE: No, Your Honor.

19 THE COURT: All right. I do find a knowing,
20 voluntary and intelligent waiver of rights. I believe that Dr.
21 Dance fully understands the nature of this plea, along with the
22 possible consequences that he faces. You can have a seat, sir,
23 and let me hear the statement --

24 STATE: Your Honor, as I begin with the statement of
25 facts, if Ms. Madigan may approach you and provide you with a

1 copy of the statement of facts we just marked as Exhibit 2?

2 THE COURT: Okay, thank you.

3 STATE: Your Honor, the State would offer the
4 following facts in support of this plea. First off, Dr. Dance
5 would be identified as the Defendant at the trial table with
6 counsel. During the period 2011 through and including 2015,
7 the SUPES Academy, LLC, hereinafter referred as SUPES, and
8 Synesi Associates, LLC, hereafter referred as Synesi, were
9 interrelated companies, each owned two-thirds by Gary Solomon
10 for (inaudible) and one-third by Thomas Moranis. They were
11 operated along with Pro Acts Search LLC, which was the same
12 ownership. They were all as if they were one big company.
13 They shared staff space, funds, responsibility. Steven Copper
14 (phonetic) was employed by all three and his responsibilities
15 included sales in the north east region. Between September
16 2011 and January 2012, Dr. Dance attended and completed a
17 training program through SUPES for aspiring school
18 superintendents. Through his involvement in that program, he
19 became familiar with Solomon and Copper. In early 2012, Dr.
20 Dance sought employment as superintendent of the Baltimore
21 County Public Schools, hereafter referred to as BCPS. He also
22 frequently talked to Solomon about his need for additional
23 income due to his divorce. Your Honor, the facts as to count
24 one, on October 10, 2012, the Board of Education formally
25 approved the selection of Dr. Dance as the replacement for

1 retiring superintendent Joe Hairston. Dr. Dance's contact with
2 the Board of Education provided he was hired as a consultant
3 for the period of June 1, 2012 through June 30th and became
4 superintendent of the BCPS effectively July 1st for a four-year
5 term ending on June 30th, 2016. Solomon and Cooper immediately
6 began seeking business for their companies with BCPS through
7 their connection with Dr. Dance between April of 2012 and July
8 9th of 2012. Dr. Dance communicated frequently by mail, text
9 message, telephone conversation and face to face meetings with
10 Solomon and Copper, regarding the ways in which they and their
11 company could assist BCPS with their need for training of the
12 types offered by SUPES and Synesi. On July 9, 2012, Dr. Dance
13 spoke specifically with Copper regarding leadership training
14 that could be provided by those companies. Dr. Dance, via e-
15 mail, introduced Copper to Deputy Superintendent Kevin Hobbs
16 and instructed Hobbs to handle discussions with Copper. On
17 July 23rd of 2012, Dr. Dance met with Copper and Hobbs in
18 Towson, Maryland and discussed the needs of BCPS, that SUPES
19 and Synesi might fill. Hobbs directed Anisa Brown Dennis, then
20 Director of Leadership Development for BCPS to conduct further
21 discussions with Copper. On August 1st of 2012, Copper
22 submitted a proposal with pricing for leadership development
23 services that SUPES could provide to BCPS. Shortly thereafter,
24 Brown Dennis informed Copper that BCPS would not be pursuing a
25 contract with SUPES. Copper responded he would take that up

1 with Dr. Dance in an upcoming conference. Efforts by Copper to
2 further negotiate with Hobbs and Brown Dennis were ignored. On
3 August 28, 2012, Dance registered Deliberate Excellence
4 Consulting LLC with the State Department of Assessments and
5 Taxation. The principal office was at his residence, he was
6 resident agent and he paid all the expenses of formation. The
7 company has no membership agreement or other records reflecting
8 ownership nor does it maintain any accounting records from its
9 inception in August 2012. Deliberate Excellence Consulting
10 operated as an alter ego of Dr. Dance and was entirely owned
11 and operated and controlled by him. Prior to 2015, all
12 receipts of Deliberate Excellence were deposited directly into
13 Dr. Dance's personal bank account and reported as income on De.
14 Dance's tax returns. In 2015, some of the receipts of the
15 Deliberate Excellence Company were deposited into a bank
16 account in the name of Dr. Dance, who was the sole authorized
17 signatory on that account. In October of 2017, Dr. Dance
18 signed the articles of cancellation as a managing member and
19 was identified as the member designated to wrap up the affairs
20 of the company. In late August to early September 2012,
21 Solomon and Copper talked to Dr. Dance about participating as a
22 speaker at the SUPES Academy for which he would be paid. Dr.
23 Dance accepted the offer and on September 21st, 2012, spoke at
24 the SUPES Academy in Philadelphia. On September 26th, 2012,
25 Copper contacted Dr. Dance to complain that the leadership

1 development pipeline stuff for BCPS was stalled. On September
2 29th of that year, Dr. Dance wrote to Solomon asking for work as
3 a mentor for principals. On September 30th the same year, Dr.
4 Dance wrote to Copper that he would reach out to Brown Dennis
5 to see where things stood. On October 1st, 2012, Copper offered
6 Dr. Dance work mentoring principals in the D.C. public schools.
7 On October 11th same year, Steven Copper, at the direction of
8 Gary Solomon, e-mailed a new proposal directly to Dr. Dance for
9 SUPES to provide leadership training to BCPS aspiring
10 principals based on discussion between Dr. Dance and Solomon.
11 On October 18, 2012, Dr. Dance met with Solomon at a conference
12 in Indianapolis where Dr. Dance told Solomon that he was good
13 with the SUPES proposal for BCPS, that he was going to fire the
14 woman in leadership development. On October 30th, 2012, Dr.
15 Dance e-mailed Copper at an updated, e-mailed an updated
16 resume, told him he was anxious to get started working and he
17 would be talking to Copper at 3:00. Copper and Dance spoke
18 that day and Dr. Dance told Copper a request for proposals,
19 which is referred to as an R, RFP, might be needed before BCPS
20 could hire SUPES. At 3:58 on that same day, Solomon instructed
21 Copper to tell Dance that his least favorite letters are RFP.
22 Forty minutes later, Copper e-mailed Dance, listing a series of
23 projects in which SUPES would be keeping you, that being Dr.
24 Dance, busy while also helping you out with the aspiring
25 principals at BCPS. At 7:21 the same day, Dr. Dance replied to

1 Copper, thanks. I'll get back to you on the Baltimore County
2 stuff. Any remote work for the district I'm good to do on
3 site, Rochester, etcetera, I can do since they are close. I
4 appreciate your help. Keep me as busy as you can. On November
5 9th of 2012, Steven Copper replaced Cynthia Lowe, a former
6 school superintendent in Fulton, Georgia, who had already been
7 offered the D.C. public school project by SUPES, with Dance on
8 that project. On November 12th, 2010, Copper e-mailed another
9 proposal directly to Dr. Dance and inquired whether they were
10 still meeting that same day. At 11:56, November 12th, Dr. Dance
11 acknowledged receipt of the proposal and (inaudible) by
12 suggesting a more convenient location to meet and asked if the
13 proposal was for fifteen trainees for \$180,000. 11:15 the next
14 morning, November 13th, BCPS purchasing agent, Richard Gay, e-
15 mailed Thomas Moranis at SUPES requesting copies of recent
16 contracts he could use to piggyback the SUPES proposal to BCPS,
17 enabling the contract to be approved without a request for
18 proposals. On November 13th, 2012, Copper met with Dance who
19 insisted on a price of \$160,000. Copper, Solomon and Moranis
20 agreed to commit a proposal for that amount. Before they did
21 so, Dr. Dance contacted Copper and told him to do the proposal
22 for \$175,000. On November 14th, 2012, Copper e-mailed a copy of
23 the St. Louis contract with SUPES to Richard Gay, who used it
24 to justify the BCPS purchase, enabling Gay to put the contract
25 on the November 4, 2012 board agenda for approval without

1 seeking an RFP. Dr. Dance told Copper he wanted the contract
2 wrapped up this week and that he would use the St. Louis RFP to
3 get it done. Dr. Dance asked Gay to put the approval of the
4 proposal on the Board of Education agenda meeting for December
5 4th, of 2012. On November 17th, 2012, Dr. Dance again contacted
6 Deputy Superintendent Hobbs to re-introduce him to Copper,
7 inform Hobbs that SUPES contract would be approved at the
8 December 4th board meeting, provide Hobbs with a copy of the
9 proposal and instruct him to begin implementation. November
10 28, 2012, (inaudible) D.C. SUPES contract with an attachment
11 labeled Dance SOW document. A copy of that e-mail and the
12 accompanying attachment are incorporated as statement of facts
13 and, Judge, are provided on page four of the statement of
14 facts. On December 4, 2012, the Board of Education for
15 Baltimore County had a meeting attended by Dr. Dance, approved
16 the purchase of training services for aspiring school
17 principals from SUPES. No RFP was done and no other vendors
18 were considered. The Board approved an expenditure up to
19 \$875,000 on the contract and any extensions. On December 7,
20 2012, Dr. Dance and BCPS board president Larry Schmidt, signed
21 a contract between SUPES and BCPS on behalf of BCPS purchasing
22 leadership training services for \$175,000 a year for the period
23 of 2013 to 2014 and permitting up to three extensions of the
24 contract. On the same day, Dr. Dance participated in a
25 conference call with Copper, Moranis and others regarding the

1 Washington, D.C. score reviews scheduled for December 12th and
2 14th. Schmidt was unaware of any financial relationship between
3 Dance and SUPES. Between September and December 2012, while
4 directly involved in negotiating terms of the SUPES proposal to
5 BCPS, Dr. Dance also contracted to work as a master teacher for
6 SUPES at the Rochester, New York SUPES Academy for \$15,000 and
7 as a mentor and coach for SUPES at the (inaudible) public
8 charter schools in Washington for \$20,000. On December 28th of
9 2012, Dr. Dance deposited checks payable to Shaun Dallas Dance
10 to his personal bank account, one for \$250 with the payor being
11 SUPES and another for \$250 on December 13th for, for \$250 with
12 SUPES as the payor and on December 21st, 2012 a \$13,500 check
13 with the payor being Synesi. Payments directly from SUPES were
14 for Dance's participation in the SUPES Academy in Philadelphia
15 in September 2012. The payment through Synesi consisted of
16 \$1,500 for Dr. Dance's participation in the SUPES program in
17 St. Louis and \$12,000 for his work on behalf of SUPES in
18 Washington, DC. Copies of the checks and deposits are
19 incorporated in this statement of facts, Your Honor, and are
20 provided on page six of this document, excuse me. Dr. Dance
21 received an IRS Form 1099 from Synesi bearing Dance's social
22 security number and home address reporting payment of \$13,500
23 by Synesi to Deliberate Excellence Consulting. Dr. Dance
24 reported that amount as gross income for Dr, for Dallas Dance
25 Consulting and a net profit of \$6,636 on Schedule C of his tax

1 return that year. On February 12th, 2013, Dr. Dance signed and
2 stated the following (inaudible) affirmation (inaudible) to the
3 annual financial disclosure statement for the calendar year
4 2012. Your Honor, that, that language is provided on the top
5 of page seven. Dr. Dance then submitted the completed
6 financial statement, including the signed oath of affirmation
7 to BCPS. On Dr. Dance's financial statement, at page two, he
8 falsely checked no in response to the statement I held interest
9 during the reported (inaudible) corporations, partnerships and
10 similar entities. Schedule B of the disclosure provides, and
11 Your Honor, the language that it provides as to what is to be
12 disclosed is set forth on page seven. On the financial
13 disclosure statement at page two, Dr. Dance also falsely
14 checked no in response to the statement I or a member of my
15 immediate family received a salary or sole or partial owner of
16 the business entity for which earned income was received during
17 the reporting period. Schedule H of the disclosure form
18 states, if during the reporting period you or a member of your
19 immediate family received any income, you must answer the
20 questions below. Your Honor, the following question as is laid
21 out at the bottom of seven and the top of page eight. Dr.
22 Dance did not disclose that he earned income from Deliberate
23 Excellence LLC, SUPES or Synesi and provided no information
24 whatsoever on Schedule (inaudible). Your Honor, as to count
25 two, Dr. Dance entered into a contract dated February 25th, 2013

1 to provide leadership development services to the Providence
2 school district in Providence, Rhode Island. The parties to
3 the contract were the school district and S. Dallas Dance,
4 Ph.D. The terms of the contract was February 25th, 2013 through
5 June 28th, 2013. The school district paid, agree to pay \$4,999
6 for his services. Deliberate Excellence Consulting issued
7 three invoices to Providence public schools totaling that
8 amount, each invoice was paid by Providence and checks drawn on
9 the school fund payable to S. Dallas Dance, Ph.D., Deliberate
10 Excellence Consulting and the amount set forth before. Each
11 check was endorsed by Dr. Dance and deposited in his personal
12 bank account. On August of 2013, Dr. Dance issued an invoice
13 from Deliberate Excellence to Tompkins Seneca Tioga, B-O-C-E-S,
14 School Improvement Services for \$3,000 to another key, for
15 another key note address, \$1,161.37 related expenses. On
16 September 12th, 2013, Tompson, Seneca, Tioga, Boces issued its
17 check for \$4,161 and change, payable to Deliberate Excellence
18 Consulting. On September 17th that year, that check was
19 endorsed by Dr. Dance and deposited to his personal bank
20 account. During 2013, as Dr. Supes was performing his contract
21 with BCPS, Dr. Dance continued to work extensively for SUPES on
22 a number of projects for which he received payment. From
23 January 31st, 2013 through October 16th, 2013, Synesi issued five
24 payments for services rendered by Dr. Dance to SUPES totaling
25 \$9,450. Each check was payable to Shaun Dallas Dance, endorsed

1 and deposited to his personal bank account. On April 16th,
2 2013, Synesi issued thirteen additional checks totaling over
3 \$63,000 payable to Deliberate Excellence for work performed for
4 SUPES. Each check was delivered to Dr. Dance who, again,
5 deposited it in his personal account. Checks are listed, Your
6 Honor, and set forth on page nine. The records of SUPES and
7 Synesi reflect that in 2019, Dr. Dance had a contract with
8 SUPES to provide services to Capital Academy (inaudible)
9 Charter Schools. These contracts are set forth on page ten and
10 page eleven of this document, as well as page twelve. Records
11 of SUPES reflect that Dr. Dance also signed two contracts with
12 SUPES to provide services to the Chicago public schools, one
13 for services from July 2013 to June 2014 as a mentor/coach for
14 Chicago SUPES Academy for \$27,500 and a second to serve as a
15 master teacher for Chicago SUPES Academy between July and June
16 of 2013 to 2014 for an additional \$50,000. Those contracts are
17 incorporated herein on page thirteen, on the top of page
18 fourteen. In late November 2013, early December 2013,
19 allegations that Dr. Dance was working for SUPES in the Chicago
20 public schools came to the attention of the Board of Education.
21 When questioned by Board President Schmidt about his
22 relationship with SUPES, Dr. Dance told him that SUPES had
23 contacted him about mentoring aspiring leaders in the CPS, that
24 he had just been doing, that he had just started doing so and
25 had only worked for SUPES on four or five weekends. He said he

1 had not been paid by SUPES and that any payments he received
2 was to go to the Baltimore County Education Foundation. Dr.
3 Dance terminated his work for SUPES in December of 2013 and
4 agreed to obtain prior approval from the Baltimore County
5 School Board before engaging in any outside activities. The
6 ethics panel, the ethics panel at BCPS commenced an
7 investigation of a complaint about Dr. Dance's relationship
8 with SUPES and requested that Dr. Dance provide an explanation
9 of the situation. Dr. Dance replied to the ethics panel by
10 letters dated January 24, 2014 and March 6th of the same year in
11 which he stated that when he became BCPS superintendent, he
12 recommended that Copper of SUPES be consulted by staff as a
13 resource in development of a training program for school
14 leaders. Dr. Dance falsely denied any further involvement with
15 the selection of SUPES as a contractor to provide leadership
16 training to BCPS. At page two of the January 24 letter, Dr.
17 Dance falsely stated I have received no payments of any kind,
18 manner or type from SUPES while it has done business with BCPS.
19 Dr. Dance also falsely stated that he was contracted by Barbara
20 Beirdenet, Bergdenet (phonetic), then CEO of the Chicago public
21 schools on or about August 13th, 2012 and asked to help coach
22 CPS principals. Coaching sessions were to be held one Saturday
23 each month beginning in September of 2013. Dr. Dance agreed to
24 do so. Compensation was not discussed and Dr. Dance denied any
25 knowledge that the request involved working for SUPES at that

1 time. In fact, in reality, Barbara Bergbenet had no
2 involvement in selecting Dr. Dance. Dr. Dance falsely wrote
3 that on September 1st, 2013, he first learned that SUPES was
4 handling the coaching when he received the contract from SUPES,
5 which he attached to his January 24, 2012 letter to the ethics
6 board as exhibit one. That document is set forth, Your Honor,
7 on the top of page fifteen. Dance stated in his letter that as
8 the agreement indicates, all funds were be, were to be remitted
9 to the education foundation of the Baltimore County. I
10 received no direct compensation for the coaching sessions. I
11 traveled to Chicago on September 28, October 19th and Nov,
12 November 16th, all of 2013 to coach principals. I made my own
13 arrangements and no school system resources were used in
14 securing these flights. The purported agreement provided by
15 Dr. Dance to the ethics panel was a sham, produced and
16 delivered to the panel in an effort to support his false
17 explanation of his relationship with SUPES. Dr. Dance began
18 performing his mentor/coach contract with SUPES at CPS in late
19 July 2013 and made his first trip to Chicago to work on the
20 contract on or about September 2013. On January 19th, 2014,
21 after terminating his relationship with SUPES, Dr. Dance e-
22 mailed an invoice to Solomon asking for a payment of the
23 balance he was owed for his work for them in the amount of
24 \$53,411 and change. He set forth the various things that
25 accounted for that total amount. When Solomon said he would

1 send the payment, he could direct it to BCPS, Dr. Dance refused
2 the offer. Dr. Dance continued to press Solomon for payment
3 throughout 2014. In the same invoice, Dr. Dance acknowledged
4 having previously been paid in part for his work for SUPES at
5 CPS in the amount of \$16,838 and \$10,000 for his part of the
6 work for SUPES at CAPCS. On March 17th, 2014, the ethics panel
7 wrote to SUPES requesting documentation of Dr. Dance's dealing
8 with SUPES. This resulted in a conversation between Solomon
9 and Dr. Dance. Dr. Dance told Solomon that he had already
10 provided documents that supported his false story to the Board
11 and to the ethics panel. Dr. Dance was desperate to ensure
12 that SUPES would not produce the documents requested because
13 then it would be obvious that he had lied to the Board and the
14 panel. He told Solomon that the ethics panel had no subpoena
15 power and could not force SUPES to turn over any records. Dr.
16 Dance said that if SUPES produced the documents, he might as
17 well kill himself. No documentation was supplied to the panel
18 by SUPES. After finding numerous violations of the ethics
19 provisions by Dr. Dance, the ethics panel accepted Dr. Dance's
20 offer to cure the violation by taking certain steps, including
21 agreement to the removal of the consultant provision in his
22 contract. On September 14th, 2014, Dr. Dance's contract with
23 BCPS was amended to prohibit his receipt of honorary or other
24 compensation from third party for speaking, teaching or serving
25 on boards or commission and the like without the written

1 permission of the Board. It further provided that
2 notwithstanding any leadership contained, any provisions
3 contained therein, the superintendent shall not engage in any
4 outside consult agreement or relationships. On October 14th of
5 2014, Dr. Dance signed and filed his financial disclosure
6 statement for calendar year 2013 under oath or affirmation. He
7 falsely, again, reported, on page two, that he had no interest
8 in any corporations, partnerships and provided none of the
9 information required on Schedule B for his interest in
10 Deliberate Excellence. On Schedule H, Dr. Dance reported that
11 in 2013, he and his father, Roy Dance, earned income from DEC,
12 LLC. He also reported that he and his father had an ownership
13 interest in DEC, LLC. On May 31st, 2016, Dr. Dance responded to
14 a second complaint to the BCPS ethics panel regarding his
15 outside activities. By letter dated June 17th, 2016, the panel
16 requested additional information consulting his outside
17 engagements and any interest, position or income from
18 Deliberate Excellence Consulting, Consulting. On June 27th,
19 2016, Dr. Dance responded in writing stating I have not
20 received any fees or honorariums for speaking engagements,
21 whether in the capacity of superintendent or otherwise, since
22 I've been superintendent of the Baltimore County Public
23 Schools. He described his relationship with Deliberate
24 Excellent Consulting in the same letter to the ethics panel.
25 As noted in the May 31, 2016 letter to the panel, the Board is

1 aware of Deliberate Excellence, LLC, which is maintained as an
2 entity but is not active and is not listed annually, annually
3 on my financial disclosure statement. I have not received
4 compensation or income of any form from that entity. Even
5 though the entity is not active, I, along with my father, have
6 been listed as officers since 2012. As it was less than
7 fourteen weeks in 2012, I was advised at the time to begin
8 disclosure in 2013. Based upon Dr. Dance's false statements to
9 the ethics panel, that he received no fees or honorariums for
10 speaking engagement, the panel found that Dr. Dance did not
11 fail to disclose such income. The panel also found that if he
12 or his family members earned income from Deliberate Excellence
13 Consulting or other sources during the years 2012 to 2014,
14 those should have been disclosed. Dr. Dance was notified of
15 this findings, of those findings on August 29th, 2016. Dr.
16 Dance signed and filed an amendment to his financial disclosure
17 statement for 2013 under oath or affirmation as follows. Your
18 Honor, as set forth at the top of page seventeen, basically, in
19 an addendum to the 2013 financial disclosure statement, Dr.
20 Dance indicated whereas he had received payment from the
21 University of Richmond for teaching during the reporting period
22 and I quote, neither me nor a member of my family earned any
23 income from Deliberate Excellence LLC. He made that statement,
24 I hereby make, oath or affirm under penalties of perjury that
25 this addendum is complete, true and correct to the best of my

1 knowledge. He proposed that these amendments be accepted by
2 the panel as a cure for his failure to properly disclose his
3 2013 earnings from the University of Richmond and from
4 Deliberate Excellence Consulting. As previously described, Dr.
5 Dance, in fact, earned approximately \$72,000 from Deliberate
6 Excellence Consulting in 2013, including \$63,822 from SUPES
7 through Synesi, \$4,999 from the City of Providence, \$4,167 from
8 Tompkins Seneca Tiaga (inaudible) Education Services. Judge,
9 as to count three, on or about October 9th, 2016, Dr. Dance
10 signed and filed his financial disclosure statement for
11 calendar year 2015 under oath and affirmation. He
12 affirmatively asserted that he had no interest in any
13 corporations, partnerships, similar entities and provided none
14 of the information required regarding his ownership of
15 Deliberate Excellence on Schedule B of his financial
16 disclosure. On Schedule H, again, Dr. Dance, here Dr. Dance
17 did answer yes in response to the question that he or a member
18 of his family received earned income from an entity other than
19 the Board of Education. Dr. Dance went on to complete his
20 Schedule H as follows. (inaudible) as set forth at the top of
21 page eighteen, Your Honor, in which he stated that he was just
22 a beneficiary of the company and listed that his father
23 actually owned the company. That's all set forth at the top of
24 page eighteen. Dr. Dance falsely reported that in 2015, he was
25 only employed and earned income from the Board of Education and

1 DEC, LLC and that DEC, LLC was owned by Roy Dance when, in
2 fact, it was not. On July 31st, 2015, Dulay (phonetic)
3 Enterprises issued a check to S. Dallas Dance in the amount of
4 \$4,200 for payment for Dance's participation in meeting with
5 venders of products being marketed to the school to assist in
6 their marketing product development efforts. His associated
7 travel was paid separately by ERDI in the amount of \$408. On
8 August 8th, 2015, Dr. Dance deposited the checks from ERDA to
9 his personal bank account. On August 5th, 2015, Dr. Dance
10 issued an inv, issued an invoice from S. Dallas Dance to
11 Richmond, one school district for training and speaking
12 services rendered on July 29th of 2015. The invoice was for a
13 \$5,000 honorarium, a \$768 and change in expenses. On August
14 17, Dr. Dance deposited a check from Richmond one senior
15 district into his personal bank account. On August 27th, 2015,
16 Dr. Dance executed a direct deposit authorization permitting
17 American Institutes for Research to deposit an honorarium of
18 \$1,500 to Dr. Dance's personal checking account for his
19 participation in the technical working group. On September 4th
20 of that same year, Dr. Dance received a credit to his personal
21 bank account in the amount of \$1,500 from AIR. On December
22 17th, 2015, by check payable to Shaun Dallas Dance, the American
23 Association of School Administrators paid Dr. Dance a speaking
24 fee of \$500. On December 21st of the same year, Dr. Dance
25 deposited that speaking fee to his personal bank account. Dr.

1 Dance never disclosed in all his financial disclosure
2 statements that he had earned income from ERDI, from Richmond
3 school district or from AIR, or from AASA, 2015. Finally, Your
4 Honor, as to the final count. As a result of the ethic board's
5 investigation and finding in 2016, as previously described, on
6 August 29, 2016, Dr. Dance filed under oath or affirmation an
7 amendment to his financial disclosure statement for calendar
8 year 2015, falsely stating that during the reporting period
9 neither, neither me nor a member of my family earned any income
10 from Deliberate Excellence, LLC. On or about May 27th, 2015,
11 Dr. Dance issued an invoice from Deliberate Excellence
12 Consulting, S. Dallas Dance, Ph.D. to the Pasadena Unified
13 School District Education Foundation for a \$3,000 speaking fee
14 and \$838 in expenses. On June 3rd, 2015, Dr. Dance deposited
15 that check from Pasadena Educational Foundation for \$3,838 to
16 his account in Deliberate Excellence. On June 15th, 2015, Dr.
17 Dance signed a contract with the Pasadena Unified School
18 District for consulting services. The contract was dated July
19 20th, 2015 and its term was February 1st to May 30th of 2015 and
20 the total amount was for \$42,501 and change. On or about June
21 15th, 2015, Dr. Dance also issued invoices to, from Deliberate
22 Excellence to the Pasadena Unified School District for \$38,000
23 for services rendered, plus \$4,501 in travel expenses. On July
24 23rd of that same year, Dr. Dance deposited two checks payable
25 to Deliberate Excellence from Pasadena, Pasadena Unified School

1 District totaling \$42,501. One was dated May 29th and the other
2 was dated July 17, 2015 for a total of \$41,337 to the account
3 of Deliberate Excellence Consulting. On July 29th of 2015, Dr.
4 Dance drew two checks on the account of Deliberate Excellence
5 Consulting payable to himself in the amounts of \$20,000 on one
6 and the other one being \$26,035.07. The twenty-seven, the
7 \$20,000 check was deposited to his personal savings account,
8 the check for \$26,000, \$26,035.07 was also deposited to his
9 personal checking account on the same day. On October 7th of
10 2015, Dr. Dance wrote to the Pennsylvania Association of School
11 Administration, Administrators to inquire about the \$1,000 fee
12 due to Dance for his participation in the PA Equity Summit.
13 Dr. Dance instructed the PASA to send the check to Deliberate
14 Excellence at his home address. On October 12th, 2015, Dr. Dance
15 deposited bank account Deliberate Excellence Consulting, LLC a
16 check date 10/8/15 in the amount of \$1,000 from PASA to,
17 payable to Deliberate Excellence. On October 23rd, 2015, Dr.
18 Dance wrote a check, himself a check for \$1,000 from the
19 account of Deliberate Excellence and deposited the funds to his
20 personal account. Your Honor, the financial disclosure forms
21 and amendments signed and submitted, which I have referenced
22 throughout this statement, are marked as State's Exhibit 3, 4,
23 5, 6, 7, and 8. If I may approach the Court and provide those.
24 Your Honor, all these matters occurred, as far as the filing of
25 all the financial disclosure forms, occurred in Baltimore

1 County, State of Maryland. That is State's facts in support of
2 the plea.

3 THE COURT: Any additions or corrections to that
4 statement?

5 MR. GRAHAM: No, Your Honor. Thank you, no.

6 THE COURT: All right. Those facts are certainly
7 sufficient to support the plea, so the verdict is guilty as to
8 counts one through four of the charging document. I understand
9 that we're not proceeding to dis, to sentencing here today. We
10 are asking for a delay in the sentencing date?

11 ATTORNEYS: That's correct, Your Honor.

12 THE COURT: Okay. Can you can give me a time
13 estimate for how much time you think the sentencing --

14 ATTORNEY: Forty-five days.

15 THE COURT: All right, forty-five days out and how
16 much time do you need on the date that we set it?

17 STATE: Probably several hours, Your Honor.

18 THE COURT: Okay, okay. All right. Let me get some
19 dates then. How do you all look on April 20th?

20 STATE: Court's indulgence one moment, Your Honor.
21 Yes, that works well for the State, Your Honor.

22 MR. GRAHAM: That's fine, Your Honor.

23 THE COURT: All right. We'll set the disposition
24 date in for April 20th and I'm just going to list it as a half
25 day, that's a Friday so we'll take whatever time you need that

1 day. All right.

2 ATTORNEY: In the morning, Your Honor, or the
3 afternoon?

4 THE COURT: Morning, we'll set it at 9:30. All
5 right. Dr. Dance, you have ten days to ask for a new trial.
6 Your other post-trial rights will await the date of sentencing,
7 which will be on April 20th. The Clerk will print a notice with
8 the sentencing date on it. The Sheriff will serve Dr. Dance a
9 copy of that and then you all are free to go. Anything further
10 in this matter then?

11 STATE: Nothing further from the State, Your Honor.
12 Thank you very much.

13 THE COURT: Thank you.

14 ATTORNEYS: Thank you, Your Honor.

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CERTIFICATE OF TRANSCRIBER

I hereby certify that the hearing in the matter of State of Maryland v. Shaun Dallas Dance, case number 03-K-18-000323, heard in the Circuit Court for Baltimore County, March 8, 2018 were recorded by means of audiotape.

I further certify that, to the best of my knowledge and belief, page numbers 1 through 29 constitute a complete and accurate transcript of the proceedings as transcribed by me.

I further certify that I am neither a relative to nor an employee of any attorney or party herein, and that I have no interest in the outcome of this case.

In witness thereof, I have affixed my signature this 3rd day of May, 2018.

Christine R. Leary

Transcriber