

**COMMONWEALTH OF MASSACHUSETTS
PEACE OFFICER STANDARDS AND TRAINING COMMISSION**

IN THE MATTER OF
JOSHUA HEAL

)
)

Case No. 2025-026

DISPOSITION ORDER


The Respondent Joshua Heal has entered into a Disposition Agreement (“Agreement”), attached hereto and incorporated herein, under which he has agreed to comply with certain conditions outlined in the Agreement and listed below. See M.G.L. c. 6E, §§ 3(a) and 10; M.G.L. c. 30A, §§ 10 and 13.

Failure of the Respondent to abide by the terms and conditions of the Agreement shall result in the Agreement becoming void and may result in the Commission initiating adjudicatory proceedings against the Respondent; imposing discipline against the Respondent based on any ground supported by the evidence obtained in a preliminary inquiry, whether or not it was covered in the Agreement; and providing, as applicable, information about any revocation of the Respondent’s certification to the National Decertification Index. The Respondent has waived all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the factual findings, conclusions of law, terms and conditions, and other provisions contained in the Agreement. If, however, the Agreement becomes void for any reason, the Respondent shall have a full and fair opportunity to defend the allegations, contained within the Agreement, which he denies. The Respondent further agrees that, if this matter were to proceed to an adjudicatory hearing, the allegations described in the Agreement and the Order to Show Cause, if proven by clear and convincing evidence, would permit the Commission to impose significant discipline, up to and including his decertification as a law enforcement officer in the Commonwealth of Massachusetts.

Accordingly, it is hereby ORDERED that, for the reasons stated in the Agreement:

- (a) The Agreement is hereby approved;
- (b) The Respondent shall never again apply for certification as a law enforcement officer within the Commonwealth of Massachusetts. The Respondent shall also never seek or hold employment by any law enforcement agency, sheriff or the Executive Office of Public Safety, nor any entity thereunder;
- (c) The Respondent shall not appeal, seek to reinstate his certification, or otherwise challenge his current certification status of “Expired”; and
- (d) The Executive Director shall take the necessary steps to publish the Agreement on the Commission’s website, and to publish the Respondent’s name, certification status, and disciplinary history in any publicly available lists and databases published by the Commission.

By vote of the Commission on September 25, 2025.


Hon. Margaret R. Hinkle (Ret.), Chair

Notice: Peter S. Farrell, Esq., Respondent's Counsel
Shaun Martinez, Esq., Deputy Director, Division of Police Standards
Division of Police Standards
Abington Police Department, Law Enforcement Agency
Collective Bargaining Unit
Plymouth County District Attorney's Office

In the matter of Joshua Heal)
(MPTC User ID # 3853-7995)) Adjudicatory Case No. 2025-026
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In the interest of resolving the above-captioned matter and consistent with the public interest and laws and regulations governing the Massachusetts Peace Officer Standards and Training Commission ("Commission"), including M.G.L. c. 6E §§ 3(a), 8, and 10, and 555 C.M.R. §§ 1.01–1.10, the Respondent, Joshua Heal, and the Commission hereby enter into this Disposition Agreement:

1. On July 1, 2021, the Respondent was automatically certified as a police officer in Massachusetts pursuant to St. 2020, c. 253, § 102, an Act Relative to Justice, Equity and Accountability in Law Enforcement in the Commonwealth. The Respondent was recertified on July 1, 2022, for a period of three years. His certification expired on July 1, 2025, and the Respondent is no longer certified.

3. On or about June 5, 2023, following an internal affairs investigation, the APD sustained multiple allegations of misconduct against the Respondent. The Respondent was found to have engaged in conduct unbecoming an officer and to have been untruthful during multiple interviews as a witness in connection with a separate investigation of other officers employed by a different law enforcement agency and to APD's Chief of Police in a meeting regarding those interviews.

5. The Respondent denies each and every allegation of misconduct.

6. Pursuant to M.G.L. c. 6E § 3(a):

The [C]ommission shall have all powers necessary or convenient to carry out and effectuate its purposes, including, but not limited to, the power to:

- (1) act as the primary civil enforcement agency for violations of [chapter 6E]; . . .
- (4) deny an application or limit, condition, restrict, revoke or suspend a certification, or fine a person certified for any cause that the commission deems reasonable; . . .
- (23) restrict, suspend or revoke certifications issued under [chapter 6E];
- (24) conduct adjudicatory proceedings in accordance with chapter 30A; . . .

7. Pursuant to M.G.L. c. 6E, § 10(b)(iii), "[t]he [C]ommission may, after a hearing, suspend or revoke an officer's certification if the [C]ommission finds by clear and convincing evidence that the officer . . . has a pattern of unprofessional police conduct that [the] [C]ommission believes may escalate."

8. Pursuant to M.G.L. c. 6E § 10(h), the Commission may institute a disciplinary hearing after an officer's appointing agency has issued a final disposition on the alleged misconduct.

9. "Unless otherwise provided by law, agencies may [...] make informal disposition of any adjudicatory proceeding by stipulation, agreed settlement, consent order or default."
M.G.L. c. 30A § 10.

Resolution

In view of the foregoing alleged violation of M.G.L. c. 6E § 10(b)(iii), and in view of the fact that the Respondent's law enforcement certification is now expired, the Commission has determined that the public interest would best be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions which have been agreed to by the Respondent:

10. The Respondent agrees that, if this matter were to proceed to an adjudicatory hearing, the allegations described above and in the Order to Show Cause, if proven by clear and convincing evidence, would permit the Commission to impose significant discipline, up to and including his decertification as a law enforcement officer in the Commonwealth of Massachusetts.

11. The Respondent agrees that, as a result of this Agreement, he will never again apply for certification as a law enforcement officer within the Commonwealth of Massachusetts, and he will not seek or hold employment by any law enforcement agency, sheriff or the Executive Office of Public Safety, nor any entity thereunder.

12. The Respondent voluntarily waives any right he may have to appeal, seek to reinstate his certification, or otherwise challenge his current status of "Expired."

13. The Respondent agrees that, if he should fail to abide by any of the terms and conditions of this Agreement, this Agreement shall become void, and the Commission may, without prior notice to the Respondent, take the following steps:

- a. initiate adjudicatory proceedings against the Respondent;
- b. impose discipline against the Respondent based on any ground supported by the evidence in its preliminary inquiry, including grounds beyond those covered by this Agreement; and
- c. provide, as applicable, information about any revocation of the Respondent's certification to the National Decertification Index.

14. The Respondent waives all rights to contest the factual findings, conclusions of law, terms and conditions, or other provisions contained in this Agreement in any administrative or judicial forum to which the Commission is or may be a party; provided however, that if this Agreement becomes void for any reason, the Respondent shall have a full and fair opportunity to defend the allegations contained herein, which he denies.

15. The Respondent acknowledges that, once this Agreement and any Order of Suspension issued by the POST Commission are executed, they will be public documents and will be published on the Commission's website pursuant to M.G.L. c. 6E, § 10(g). Furthermore, the status of the Respondent's certification and his disciplinary history will be publicly available on certain lists and databases published by the Commission.

16. This Agreement shall be effective as of the date it is approved by the Commission.

8.14.2025

Date



Respondent

09/25/2025

Date

Margaret R. Hinkle

Margaret R. Hinkle, Chair