

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

IN THE MATTER OF  
MIGUEL PEÑA

)  
)

Case No. 2025-069

**SUSPENSION ORDER**

The Respondent Miguel Peña has entered into a Disposition Agreement (“Agreement”), attached hereto and incorporated herein, under which he has agreed to the suspension of his certification as a law enforcement officer in the Commonwealth of Massachusetts for a period of 90 days, beginning on the date of approval of the Agreement by the Massachusetts Peace Officer Standards and Training Commission (“Commission”), and certain conditions outlined in the Agreement. 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 during his suspension shall result in the Agreement becoming void and may result in the Commission initiating adjudicatory proceedings against the Respondent; and seeking 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, up to and including the possible revocation of the Respondent’s certification and entry of his information into 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, as well as any Order of the Commission contemplated by the Agreement.

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

- (a) The Agreement is approved;
- (b) The factual findings and conclusions of law set forth in the Agreement are hereby adopted;
- (c) The Respondent’s law enforcement certification is hereby suspended for a period of 90 days, beginning on January 15, 2026, subject to the agreed-upon conditions;
- (d) During the period of suspension, the Respondent shall not perform police duties or functions or work in a law enforcement capacity. The Respondent shall also refrain from all conduct prohibited by the Commission during the period of suspension;
- (e) The Respondent is hereby directed to surrender, and the Respondent’s employing law enforcement agency is directed to collect, without delay, any agency-issued credentials and equipment that promote and support the performance of functions associated with service as a law enforcement officer, including but not limited to, any uniform, badge, firearm, assigned cruiser, and use-of-force instruments, such as tasers, see M.G.L. c. 6E, § 3(a); 501 CMR 15.05(1), (2)(f)-(g); and
- (f) The Executive Director shall take the necessary steps to publish this Order and the Agreement on the Commission’s website and to publish the Respondent’s name and suspension status in any publicly available lists and database published by the Commission.

**By vote of the Commission on January 15, 2026.**

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

Notice: Miguel Peña, Respondent  
Amy C. Parker, Esq., Commission Enforcement Counsel  
Shaun Martinez, Esq., Deputy Director, Division of Police Standards  
Division of Police Standards  
Lawrence Police Department, Law Enforcement Agency  
Collective Bargaining Unit  
Essex County District Attorney's Office

COMMONWEALTH OF MASSACHUSETTS  
PEACE OFFICER STANDARDS AND TRAINING COMMISSION

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IN THE MATTER OF	)	Commission Adjudicatory
	)	Case No. 2025-069
	)	
MIGUEL PEÑA	)	
MPTC ID: 2465-6887	)	
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**DISPOSITION AGREEMENT**

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, Miguel Peña, and the Commission hereby enter into this Disposition Agreement (“Agreement”):

**Factual Findings**

1. The Respondent has been employed as a police officer by the Lawrence Police Department (“LPD”) since approximately October 9, 2022.
2. On October 21, 2022, the Respondent was certified as a law enforcement officer in Massachusetts, and his certification remains active as of the date of this Agreement.
3. On or about July 27, 2024, the Respondent was in the area of the White Mountain National Forest in New Hampshire for a camping trip while off duty and with other off-duty officers of LPD. At night, the Respondent was a passenger in a vehicle driven by an LPD officer and also occupied by a third LPD officer, on the Kancamagus Highway. While traveling in an area unfamiliar to the Respondent, and without any lawful purpose, the Respondent discharged a firearm approximately four times out of the vehicle’s rear driver’s side window, across the roadway, into a wooded area.
4. During this incident, the driver also discharged his firearm out of the vehicle’s front driver’s side window while he operated the vehicle. The third occupant recorded the Respondent’s and the driver’s gunshots out of the moving vehicle on his cell phone and later shared this recording with both of them.

5. In addition to his own misuse of his firearm during the July 27, 2024, incident described in paragraph 3 above, the Respondent also failed to intervene to stop his fellow officer from misusing his firearm. The Respondent also failed to report his fellow officer for misusing his firearm in the approximately 2 months after the incident.

6. The internal affairs investigation related to the Respondent's conduct described in paragraph 3 above resulted in sustained violations of LPD's rules against Conduct Unbecoming and Criminal Conduct. On February 21, 2025, the Respondent agreed to a five-day suspension and retraining on firearm use and on LPD's policies and procedures generally. He has no additional disciplinary history at LPD.

7. On May 15, 2025, the Commission, pursuant to M.G.L. c. 6E, § 8(c)(2) and 555 CMR 1.02(2) and (4), authorized the Division of Standards ("Division") of the Commission to conduct a preliminary inquiry into the Respondent's alleged misconduct. On or about May 23, 2025, the Commission sent the Respondent a letter duly notifying the Respondent that he was the subject of said preliminary inquiry. The letter stated, in part, as follows: "**This preliminary inquiry is confidential.** See M.G.L. c. 6E, § 8(c)(2). Accordingly, you are directed to refrain from disclosing any information about the existence of this inquiry to anyone other than the head of your agency, union representative, or your attorney" (emphasis in original).

8. On August 4, 2025, during an interview with the Division, the Respondent acknowledged that he received notice of the confidential nature of his preliminary inquiry. He also admitted that he had violated the Commission's directive, quoted above, to maintain the confidentiality of its preliminary inquiry by speaking about the preliminary inquiry with a fellow officer, one of the other occupants of the vehicle during the July 27, 2024, incident.

9. On November 13, 2025, the Division submitted its report of preliminary inquiry to the Commission. Subsequently, on November 20, 2025, the Commission voted to initiate disciplinary proceedings against the Respondent.

### **Conclusions of Law**

10. 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; . . .

11. Pursuant to M.G.L. c. 6E, § 10(b)(iii), “[t]he [C]ommission may [...] 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.”

12. Pursuant to M.G.L. c. 6E, § 10(b)(iv), “[t]he [C]ommission may [...] suspend or revoke an officer’s certification if the [C]ommission finds by clear and convincing evidence that the officer [...] was suspended or terminated by their appointing agency for disciplinary reasons, and any appeal of said suspension or termination is completed.”

13. 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.

14. “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.

15. The Respondent’s conduct described above constitutes a pattern of unprofessional police conduct that may escalate, pursuant to § 10(b)(iii).

16. The Respondent was suspended by LPD for disciplinary reasons, as described in paragraph 6 above, and his agreement for discipline reflects that no appeal is or will be pending, pursuant to § 10(b)(iv).

### **Resolution**

In view of the foregoing violation of M.G.L. c. 6E, §§ 10(b)(iii) and (iv), and given the retraining and suspension already completed by the Respondent in the course of his agreed discipline at LPD, 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:

17. The Respondent acknowledges that, once this Agreement is executed, the Commission will issue a Suspension Order adopting all of the factual findings and conclusions of law set forth in this Agreement.

18. The Respondent hereby agrees to the suspension of his law enforcement officer certification in the Commonwealth of Massachusetts, pursuant to M.G.L. c. 6E, §§ 3(a), 10(b)(iii), and 10(b)(iv) for ninety (90) days, beginning on the date this Agreement is approved by the Commission.

19. During the 90-day suspension period, the Respondent shall not perform police duties or functions or work in a law enforcement capacity. The Respondent shall surrender, and the Respondent's agency is directed to collect, without delay, any agency-issued credentials and equipment that promote and support the performance of functions associated with service as a law enforcement officer, including but not limited to, any uniform, badge, firearm, assigned cruiser, and use-of-force instruments, such as tasers.<sup>1</sup> The Respondent shall also refrain from all conduct prohibited by the Commission during the period of suspension.

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

- a. initiate adjudicatory proceedings against the Respondent;
- b. seek 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. seek any level of discipline supported by the evidence, up to and including the revocation of the Respondent's certification and the entry of his information onto the National Decertification Index.

21. The Respondent waives all rights to contest the factual findings, conclusions of law, terms and conditions, or other provisions contained in this Agreement, as well as any Order of the Commission contemplated by this Agreement, in any administrative or judicial forum to which the Commission is or may be a party.

22. Both this Agreement and the Order of Suspension 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 will be publicly available on certain lists and databases published by the Commission.

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

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<sup>1</sup> See M.G.L. c. 6E, § 3(a); 501 CMR 15.05(1), (2)(f)-(g).

1/5/2026  
Date



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Miguel Peña, Respondent

1/15/2026  
Date



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Margaret R. Hinkle, Chair