



# Massachusetts POST Commission

100 Cambridge Street, 14th Floor, Boston, MA 02114

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In the Matter of John Donnelly,                    )            Case No. PI-2022-11-22-002  
Cert. No. DON-R2022-83306                    )

## VOLUNTARY DECERTIFICATION AGREEMENT

In the interest of a prompt and speedy resolution of the above-captioned matter and consistent with the public interest and laws and regulations governing the Massachusetts Peace Officer Standards and Training (“POST”) Commission, including G.L. c. 6E §§ 3(a), 8, and 10, and 555 CMR 1.01-1.10, the undersigned parties stipulate and agree as follows:

1. The Respondent, **John Donnelly**, consents to the voluntary revocation of his officer certification pursuant to G.L. c. 6E §§ 3(a) and 10.
2. If/when the POST Commission votes to revoke the Respondent’s officer certification pursuant to G.L. c. 6E §§ 3(a) and 10, he will be “decertified” as defined in G.L. c. 6E § 1.
3. The Respondent is the same John Donnelly that was formerly employed as a police officer for the City of Woburn, Massachusetts.
4. On or about July 1, 2022, the Respondent was re-certified as a Massachusetts law enforcement officer pursuant to G.L. c. 6E §§ 3(a) and 4.
5. On or about October 13, 2022, a reporter for HuffPost.com and a group called “Ignite the Right” both publicly alleged that the Respondent engaged in misconduct and/or is unfit to be a police officer in Massachusetts.
6. On October 17, 2022, the Respondent resigned from the Woburn Police Department prior to the conclusion of its internal investigation into this matter and prior to the imposition of any discipline.
7. On November 22, 2022, the POST Commission, pursuant to 555 CMR 1.02, authorized the Division of Standards to conduct a preliminary inquiry into the allegations made against the Respondent.
8. The Respondent, without admitting the truth of any allegations made against him, hereby acknowledges that, if the allegations made against him were proven by clear and convincing evidence, the POST Commission would be authorized to revoke his certification pursuant to G.L. c. 6E §§ 3(a), 10(a), and/or 10(b).

9. If the POST Commission votes to approve this Voluntary Decertification Agreement (“Agreement”) and enters an Order of Decertification, the Division of Standards will close the above-referenced preliminary inquiry.

10. If the POST Commission votes to approve this Agreement and enters an Order of Decertification, the POST Commission will not make any factual findings or conclusions regarding the allegations made against the Respondent in this case. Any such report would be subject to the confidentiality requirements of 555 CMR 1.03 and 1.07(2).

11. The Respondent waives any actual or claimed right to have a preliminary inquiry and/or report completed and any actual or claimed right to have a report submitted pursuant to G.L. c. 6E § 11 and 555 CMR 1.00.

12. The Respondent acknowledges that this decertification may negatively affect his ability to obtain future employment and that pursuant to G.L. c. 6E § 11, once he is decertified, “[n]either any [law enforcement] agency, nor a sheriff, nor the executive office of public safety nor any entity thereunder shall employ [him] in any capacity, including, but not limited to, as a consultant or independent contractor.”

13. The Respondent understands and acknowledges that, once this Agreement and any Order of Decertification issued by the POST Commission are executed, they may be found to constitute “public records” within the meaning of G.L. c. 4 § 7, and therefore be subject to public disclosure by the POST Commission, in accordance with the provisions of that statute and G.L. c. 66 § 10. Accordingly, the Respondent understands that the POST Commission may forward a copy of this Agreement and any Order of Decertification to other licensing boards, law enforcement entities, and to any other individual or entity as required by law.

14. The Respondent understands and acknowledges that the POST Commission, as required under G.L. c. 6E §§ 10(g) and 13(a), will publish any Order of Decertification related to the Respondent. The POST will list the reason for decertification only as “voluntary decertification.”

15. The Respondent understands and acknowledges that, as required under G.L. c. 6E § 10(g), the POST Commission will submit all public revocation information, including a copy of this Agreement and any Order of Decertification, for inclusion in the National Decertification Index.

16. The Respondent understands and agrees that the action described in this Agreement is a final act depriving him of all privileges and benefits of certification and is not subject to administrative or judicial review in any forum. He hereby waives his right to an administrative hearing relative to this matter and waives any right to appeal this administrative action under the provisions of G.L. c. 30A, or any other law.

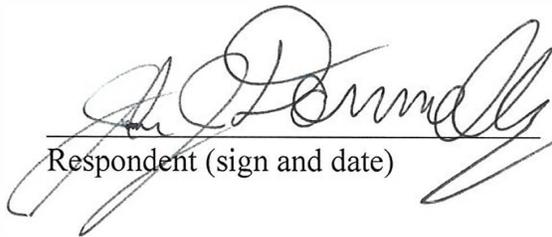
17. The Respondent waives any and all claims he may have against the POST Commission, any Commissioner of the POST Commission, the Executive Director of the POST Commission, and any current or former employee, agent, or other person acting on behalf of the POST Commission for any acts or omissions committed as part of or in connection with the above-referenced preliminary inquiry, this Agreement, and/or the Respondent’s subsequent decertification.

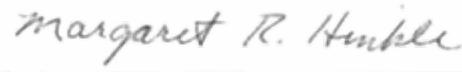
18. The Respondent states that he is represented by legal counsel in connection with his decision to enter into this Agreement, or if he has not used legal counsel, that such decision was freely made.

19. The Respondent understands and acknowledges that, upon executing this Agreement, he must deliver the original signed Agreement to the POST Commission.

20. The Respondent understands and acknowledges that this Agreement is subject to final approval by the POST Commission. This Agreement will not become effective, and neither party shall be bound by any statements, terms, or conditions herein, unless and until the Agreement is approved by a vote of the POST Commission.

21. The "Effective Date" of this Agreement shall be the date it is approved by the Commission.

  
Respondent (sign and date) 3/26/2023

  
Commission Chair (sign and date) 4/13/2023  
Date