

**Agreement for Temporary Employment as Acting Town Manager
by and between the Town of Reading and Jayne Wellman**

This Agreement is entered into this 3rd day of March, 2026, by and between Jayne Wellman (the “Acting Town Manager”) and the Town of Reading, Massachusetts (the “Town”), acting by and through its Select Board. In consideration of the promises contained herein, the parties mutually agree to the following terms:

A. SCOPE OF SERVICES

The Town hereby agrees to appoint Jayne Wellman, subject to the terms and conditions of this Agreement, to serve as Acting Town Manager and to perform temporarily the duties and functions of the position of Town Manager, and other functions as directed by the Select Board.

The Acting Town Manager will be responsible for performing services detailed in this Agreement for the duration of the Agreement. The Acting Town Manager shall perform services and act as the Town Manager under the policy direction of the Select Board, consistent with Section 5.4.4 of the Town Charter and the Town bylaws and policies. Without limiting the foregoing, the responsibilities to be undertaken by the Acting Town Manager shall include:

- Attend meetings of the Select Board, unless otherwise excused;
- Manage day-to-day operations of the Town to ensure continuity of service and operations;
- Work with Finance Committee as necessary;
- Work closely with the Public Safety Director and Fire Chief on public safety, fire, and emergency situations;
- Sign payroll and vendor warrants;
- Work with Town Counsel on legal matters of interest to the Select Board and community;
- Conduct regular staff meetings;
- Manage and discipline, including termination, of personnel subordinate to department heads;
- Attend to grievances and contract interpretations under the Town’s existing collective bargaining agreements;
- Accept grants and donations and authorize the expenditure of such funds in accordance with G.L. c. 44, § 53A and the Select Board’s policies; and
- Weekly discussion with Select Board Chair or Co-Chairs, as applicable.

And, further, if this contract is approved by a 4/5th vote of the Select Board, the following responsibilities to be undertaken shall include:

- Approve and execute contracts; provided a Town Manager would be authorized to execute such contract under the Charter and such contract does not exceed the value of five hundred thousand dollars (\$500,000);
- Negotiate collective bargaining agreements; and
- Hire, temporary and non-temporary personnel subordinate to department heads.

The Select Board has designated the following priorities for the Acting Town Manager to focus on during the term of this Agreement: Organizational Management, FY 2027 Budget Preparation, Annual Town Meeting, community building projects, and communications with staff, volunteer officials, and the public.

Responsibilities may be added or deleted as necessary, by mutual agreement.

B. TERM OF AGREEMENT

The term of this Agreement will commence on March 4, 2026, and shall remain in full force and effect for three months' time, with the option for a second three months' term should such renewal be voted by the Board; provided, however, that this Agreement shall immediately expire upon the start date of a permanent Town Manager or earlier, as determined in the sole discretion of the Select Board. Following the conclusion of said term, the Acting Town Manager shall return to her previous employment with the Town of Reading as the Assistant Town Manager at the salary and benefits applicable to that position as of the date that she returns to that position.

C. EARLY TERMINATION BY THE ACTING TOWN MANAGER

In the event that the Acting Town Manager voluntarily terminates her position as Acting Town Manager with the Town before the expiration of the term of this Agreement, the Acting Town Manager shall give the Town two (2) weeks written notice in advance, unless the parties agree otherwise. At her election, the Acting Town Manager may return to her previous employment with the Town of Reading as the Assistant Town Manager at the salary and benefits applicable to that position as of the date that she returns to that position. A copy of the resignation letter of the Acting Town Manager role shall be filed with the Select Board Chair or Co-Chairs, as applicable, and the Town Clerk.

D. HOURS OF WORK

The Acting Town Manager currently serves as the Assistant Town Manager and Ombudsman. It is agreed that the Acting Town Manager shall be an exempt full-time employee and shall work those hours as may be required to complete the duties of the position. The parties agree that the Acting Town Manager customarily devotes substantial time to the business of the Town outside of normal business hours. Therefore, the Acting Town Manager shall be allowed to work a flexible schedule as she deems appropriate during normal business hours. Unless excused by the Board, the Acting Town Manager shall participate in all Board meetings, Town Meetings, and all other meetings at which her attendance would be beneficial to the orderly conduct of the Town's business.

E. COMPENSATION

In consideration of the responsibilities to be performed under Section A, while serving as Acting Town Manager, Wellman shall be compensated at an annual rate of \$184,550. For purposes of calculation, paid time off and other benefits are based on a 40-hour work week. Upon termination of this Agreement, she shall return to her employment as Assistant Town Manager and Ombudsman, reverting to the salary and benefits applicable to that position as of the date that she returns to that position.

The payment shall be subject to applicable withholdings and deductions, payable in installments on the same schedule as other non-union employees of the Town are paid. The salary set forth is conditioned upon and subject to adequate appropriation by Town Meeting.

F. GENERAL CONDITIONS

1. It is mutually agreed that the terms and conditions of the Agreement shall be binding upon both parties hereto and upon their successors, executors, administrators and assigns. This Agreement and/or any of the rights hereunder are not assignable, except with express written consent of the parties.
2. The Acting Town Manager shall be an at-will employee of the Town.
3. The Agreement may be amended upon mutual written agreement of both parties.
4. For the purposes of the Fair Labor Standards Act and Massachusetts Wage Act, the Acting Town Manager shall be an "exempt employee."

G. EXPENSES

1. The Town agrees to budget and to pay, subject to Town Meeting appropriation, the professional dues and subscriptions for the Acting Town Manager which are necessary for her membership in the following: The Massachusetts Municipal Managers Association (MMMA), and the Massachusetts Municipal Association (MMA).
2. The Town agrees to reimburse the Acting Town Manager for any reasonable expenses necessary for the performance of her duties, or as an official representative of the Town, including attendance by her at civic events, provided, however, that prior Select Board approval shall be required for any expense greater than \$1,000 and for attendance at any course, institutes, or seminars that cost \$1,000 or greater.
3. If the Acting Town Manager leaves the employment of the Town while serving as the Acting Town Manager, and her testimony is necessary in support of the Town in litigation, she shall be paid for each day, or part thereof, of preparation and attendance at the trial on an hourly basis based on her hourly rate at the time of her separation from employment with the Town.

H. INDEMNIFICATION

Subject to the provisions of G.L. c. 258, § 13, and all other applicable law, the Town shall defend, save harmless and indemnify the Acting Town Manager against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Acting Town Manager, even if said claim has been made following her termination as Acting Town Manager, provided that the Acting Town Manager acted within the scope of her duties. Subject to the provision of said statute, the Town shall pay the amount of any such settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Acting Town Manager.

The Town shall designate the attorney to defend the Acting Town Manager and remit payment for reasonable attorneys' fees and costs incurred by the Acting Town Manager in connection with such claims or suits involving the Acting Town Manager in her professional capacity, provided that the Select Board agrees to the chosen attorney and representation for the Acting Town Manager is not available from the Town's insurer.

This section shall survive the termination of this Agreement.

I. MISCELLANEOUS

This Agreement contains the whole agreement between the Town and the Acting Town Manager, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. No changes to the express terms and conditions of this Agreement, or portion thereof, shall be enforceable unless reduced to writing and mutually executed.

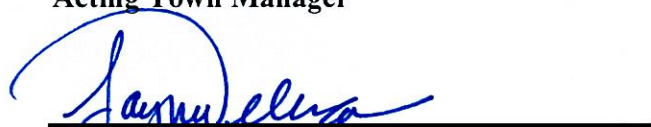
In Witness thereof, the parties hereby execute this agreement.

Town of Reading Select Board


Acting Town Manager



Christopher Haley, Co-Chair



Jayne Wellman



Melissa Murphy, Co-Chair

Date: 03.04.2026



Karen Rose-Gillis, Secretary



Carlo Bacci



Karen Gately Herrick

The motion to approve this contract was by four-fifths (4/5) of the Reading Select Board, or by at least a majority but less than four-fifths (4/5) of the Reading Select Board.

First Amendment to the Agreement for Temporary Employment as Acting Town Manager by and between the Town of Reading and Jayne Wellman

This Agreement is entered into this 10th day of March, 2026, by and between Jayne Wellman (the "Acting Town Manager") and the Town of Reading, Massachusetts (the "Town"), acting by and through its Select Board.

WHEREAS, the Parties entered into an Agreement for Temporary Employment as Acting Town Manager on March 3, 2026 (the "March 3 Agreement");

WHEREAS, by this First Amendment, the Parties seek to amend specific terms of the March 3 Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Contracting Powers: The Parties intend for the Acting Town Manager to have the same contracting power as a permanent Town Manager under Section 5.2(n) of the Town's Charter. Accordingly, the provision on contracting authority contained in the second bulleted list in Section A of the March 3 Agreement shall be amended to read as follows:

- Approve and execute contracts, provided that a Town Manager would be authorized to execute such contract under the terms of Reading's Town Charter;

In Witness thereof, the parties hereby execute this agreement.

Town of Reading Select Board

Acting Town Manager



Christopher Haley, Co-Chair



Jayne Wellman



Melissa Murphy, Co-Chair

Date: 3/10/2026



Karen Rose-Gillis, Secretary



Carlo Bacci

Karen Gately Herrick

The motion to approve this agreement was by four-fifths (4/5) of the Reading Select Board, or [] by at least a majority but less than four-fifths (4/5) of the Reading Select Board.