

The Gateway Regional School Committee, pursuant to the provisions of M.G.L. c. 71, hereby requests that the following Article be placed on the Warrant for the next regularly scheduled Annual or Special Town Meeting of the Town of [insert town]:

To see if the Town will vote to amend the AGREEMENT AMONG THE TOWNS OF HUNTINGTON, MIDDLEFIELD, MONTGOMERY, RUSSELL, WORTHINGTON, CHESTER AND BLANDFORD, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT by adding the following language as Section XIX:

SECTION XIX WITHDRAWAL OF THE TOWN OF WORTHINGTON

The withdrawal of the town of Worthington shall be effective if the amendment of the agreement approved by the regional district School Committee on [insert date], is (1) accepted by the town of Worthington by a majority vote at a special or annual town meeting to be called and held within thirty days after the secretary of the regional district school committee delivers to the Board of Selectmen of the town of Worthington a notice in writing that the regional district school committee has approved the said amendment, (2) accepted by the other members towns at town meetings in accordance with subsection (B) of Section IX of this Agreement, and 3) the Commissioner of Elementary and Secondary Education approves said withdrawal or special legislation is passed authorizing said withdrawal in a manner consistent with the terms of this amendment.

The regional district school committee may submit the amendment to any of the other member towns within one year after an adverse vote in such town or towns, otherwise the amendment shall not take effect after an adverse vote in any town. No town may reverse, rescind or amend its acceptance of the amendment once given. Acceptance of this amendment does not preclude the reentrance of the town of Worthington to the regional school district by another amendment. The town of Worthington will be obligated to pay to the District operating and capital costs in accordance with the provisions of Section IX of the Regional Agreement. The town of Worthington will be obligated to pay any repayment amounts due to the Massachusetts School Building Authority (MSBA) in accordance with Section IX(E) of the Regional Agreement, unless or until such amounts have been repaid for all of the buildings and/or MSBA no longer requires repayment for the building(s).

Effective upon the withdrawal of the town of Worthington, the provisions of the Agreement shall be modified to reflect said withdrawal.

