

SPECIAL MEETING AGENDA

Please take notice a Special Meeting of the Authority to be held on Wednesday, September 2, 2026 at 4:30 p.m. at the Administrative Office located at 4 Howard Street, Poughkeepsie, NY 12601 for the purpose of discussing the following:

1. Resolution 2026-15 Appointment of Interim Executive Director
2. Resolution 2026-16 Setting the Stipend for the Acting Executive Director

This agenda also may include any other business that may lawfully come before the Authority.

POUGHKEEPSIE HOUSING AUTHORITY
Resolution 2026-15

Appointing Interim Executive Director

By Commissioner: _____

WHEREAS, the Board of Commissioners of the Poughkeepsie Housing Authority (“PHA”) has accepted the resignation of Executive Director Sandra Boothe effective August 14, 2026, creating a permanent vacancy that must be filled; and

WHEREAS, the PHA requires the temporary professional services of an Interim Executive Director to manage its daily operations, staff, assets, and programs pending the appointment of a permanent executive director; and

WHEREAS, the Board appointed Stacy McKenna to serve as Acting Executive Director pending the appointment of an Interim Executive Director; and

WHEREAS, the Board properly declared the existence of an emergency exempting the search for an Interim Executive Director from the standard procurement process for such services in accordance with all applicable laws, regulations and rules; and

WHEREAS, the Chair of the Personnel Committee, with the assistance of Legal Counsel, has interviewed Michael Charke and determined that he possess the necessary qualifications, expertise and experience to serve as Interim Executive Director; and

WHEREAS, upon the recommendation of the Chair of the Personnel Committee and Legal Counsel, the Board has determined that appointing Michael Clarke as interim Executive Director until a permanent Executive Director has been appointed would best serve the interests of the PHA, its tenants and the general public; and

WHEREAS, an employment agreement has been prepared which clarifying that the Interim Executive Director shall be classified as a temporary, exempt W-2 employee, will receive a per diem rate of \$650.00 per day worked and will not receive health insurance or other employee benefits reserved for permanent employees;

NOW, THEREFORE,

Upon motion duly made, seconded and carried, it is

BE IT RESOLVED, that Michael Clark, is hereby appointed interim Executive Director of the Poughkeepsie Housing Authority, commencing September 3, 2026, to serve for a maximum period of ninety (90 days) or until such time as a permanent executive director is found, whichever date is earlier; and

BE IT FURTHER RESOLVED, that the Board hereby approves the Interim Executive Director Employment Agreement attached hereto and authorizes the Chair of the Board to execute the same on behalf of the PHA; and

BE IT FURTHER RESOLVED, that the Chair of the Board shall formally notify the U.S. Department of Housing and Urban Development (HUD) Field Office of this appointment immediately following the passage of this resolution.

Second by Commissioner: _____

Ayes

Nays

Abstentions

I hereby certify the foregoing to be a true and correct copy of Resolution No. 2026-15 duly adopted at the special meeting of the Poughkeepsie Housing Authority held in the City of Poughkeepsie on the 2nd day of September, 2026.

Jacquetta Brown, Secretary

EMPLOYMENT AGREEMENT CONTRACT
INTERIM EXECUTIVE DIRECTOR

THIS AGREEMENT is made and entered into on this _____ day of September, 2026, by and between the Poughkeepsie Housing Authority (hereinafter the "PHA"), a municipal housing authority organized under the public housing law and Michael Clarke (hereinafter the "Interim Executive Director").

WHEREAS, the PHA requires the temporary professional services of an Interim Executive Director to manage its daily operations, staff, assets and programs while the Board of Commissioners conducts a nationwide search for a permanent Executive Director; and

WHEREAS, the Interim Executive Director possesses the necessary qualifications, skills, expertise and experience to fulfill these responsibilities; and

WHEREAS, the Board of Commissioners of the Authority has authorized the appointment of the Interim Executive Director and the execution of this employment agreement contract;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the parties do covenant and agree as follows:

ARTICLE 1 **TERM OF EMPLOYMENT**

The term of the Interim Executive Director shall be from September 3, 2026 to November 27, 2026, 2026, unless terminated earlier in compliance with Article 5 of this agreement contract. The Interim Executive Director expressly agrees, understands and acknowledges that this is a temporary position and does not create an expectation of permanent employment.

ARTICLE 2 **DUTIES AND AUTHORITY**

The Interim Executive Director shall perform all duties prescribed by federal law, state law, the PHA's Bylaws and HUD regulations. Responsibilities include, but are not limited to, overseeing the day-to-day administration of Public Housing Programs, including voucher programs, staff supervision and financial management.

In executing his oversight responsibilities, the Interim Executive Director shall conduct an assessment of the staff as well as the programs, systems, and applications being used to carry out the PHA's mission and shall provide a frank evaluation along with any recommendations for improvement. The Board of Director's understands that the short term duration of this position may limit the thoroughness of any such assessment and evaluation.

The Board of Directors specifically expects that the Interim Executive Director will keep the Board apprised of significant emergencies affecting the Housing Authority's operations such as major police operations and/or activity, disruptive power outages and/or substantial property damage.

ARTICLE 3 **COMPENSATION AND CLASSIFICATION**

The PHA agrees to pay, and the Interim Executive Director agrees to accept, as compensation for the services to be rendered pursuant to this agreement contract, a per diem of \$650.00 per day, or \$3,250.00 per week, based upon an expected work week of 35 hours per week.

The Interim Executive Director understands that the responsibilities of this position may require working hours outside of a typical 9:00 a.m. – 5:00 p.m. shift, and agrees to maintain a flexible schedule to accommodate those duties that may need to be fulfilled outside of normal business hours. The Interim Executive Director understands that this position is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and is an exempt position under the New York State Civil Service Law.

The PHA also understands that the responsibilities of this position may require that the Interim Executive Director work outside of the typical 9 a.m. to 5 p.m. shift and agrees that the Interim Executive Director will be compensated at the full per diem/weekly rate set forth in the first paragraph of this Article provided that the Executive Director has met PHA's expectations for the minimum number of hours to be worked each pay period.

The Interim Executive Director shall be classified as an exempt, temporary W-2 employee. The PHA will process the per diem compensation through standard payroll and shall withhold all applicable federal, state, local income taxes and FICA (Social Security and Medicare) contributions. The Interim Executive Director will receive payments in accordance with the PHA's standard bi-weekly scheduling cycle.

ARTICLE 4 **BENEFITS**

Due to the temporary nature of this appointment, and in consideration of the negotiated per diem rate, the Interim Executive Director explicitly waives any entitlement to, and shall not receive, any discretionary employee benefits provided to permanent personnel.

This benefits to which the Interim Executive Director expressly agrees to waive and acknowledges will not be received include, but are not limited to:

- a. Health, dental and vision insurance
- b. Life insurance and long-term disability
- c. Accrual of paid time off, sick leave and vacation days
- d. Agency-sponsored retirement contributions or pension enrollment (unless otherwise required).

Notwithstanding the preceding paragraphs, the PHA agrees that the Interim Executive Director shall be permitted to take the following days off for a pre-scheduled training: September 21, 2026 – September 23, 2026. The Interim Executive Director agrees to work remotely during these days to the extent possible, and will remain in contact with PHA staff to provide management, direction and guidance as needed.

ARTICLE 5 **TERMINATION**

- a. Termination without cause: Either party may terminate this agreement at any time, for any reason, without penalty, by providing 20 days prior written notice of the termination to the other party.
- b. Termination for cause: The Board of Commissioners of the PHA may terminate this agreement contract immediately for cause in the event of fraud, malfeasance, gross negligence, criminal conviction or a material breach of the terms contained herein.
- c. Termination for specific grounds: The Board of Commissioners of the PHA may terminate this agreement contract with five (5) business days' prior written notice in the event of a funding shortfall that prevents the PHA from paying the Interim Executive Director the agreed upon per diem rate. The Board of Commissioners of the PHA may terminate this agreement contract with no less than ten (10) business days' prior written notice in the event that a permanent executive director has been appointed and approved by the Board. The Interim Executive Director may terminate this agreement contract with no less than ten (10) business days' prior written notice in the event that the Interim Executive Director has secured a permanent employment position.

Upon the expiration or termination of this agreement, whether with or without cause, the Interim Executive Director shall be entitled only to the per diem compensation earned for days actually worked up to the effective date of such termination or expiration. The Interim Executive Director expressly waives any right to, and shall not be eligible for, severance pay, termination bonuses, separation payouts or compensation for unworked days. Because this is a temporary, non-benefited role, no payout for accrued sick leave, vacation or PTO shall apply or be claimed under any circumstances.

ARTICLE 6 POST-TERMINATION OR EXPIRATION OBLIGATIONS

Upon termination of this agreement by either party, whether with or without cause, or upon the natural expiration of this agreement, the Interim Executive Director agrees to coordinate and communicate with the PHA and provide any assistance necessary to ensure a smooth and orderly transition.

ARTICLE 7 NOTICES

Any notices required under this agreement contract shall be provided by e-mail, read receipt requested, to the following addresses:

Notice to the PHA:

Shirley Adams, Board Chair
sadamscsc@gmail.com
Joanna Longcore, Legal Counsel
jlongcore@cityofpoughkeepsie.gov

Notice to Interim Executive Director:

Michael Clarke, Interim Executive Director
mikeclarke@gmail.com

ARTICLE 8 **HUD COMPLIANCE**

This agreement contract is subject to all governing rules, guidelines and disclosure updates issued by the U.S. Department of Housing and Urban Development (HUD).

The Interim Executive Director acknowledges that the PHA is required by federal regulations to report all forms of executive compensation annually to HUD. The compensation earned under Article 3 of this agreement contract will be reported on HUD Form 52725 (or any successor form mandated by HUD), regardless of its classification as temporary, per diem and/or non-benefitted wages.

The Interim Executive Director acknowledges that during the course of employment they will have access to Personally Identifiable Information (PII), confidential tenant files, Section 8 applicant data, and restricted financial records. The Interim Executive Director agrees to maintain strict confidentiality and adhere to all requirements of the Privacy Act of 1974 and HUD regulations. This obligation to protect confidential data survives the expiration or termination of this agreement contract. Unauthorized disclosure or use of such data during or after the term of this agreement contract shall constitute a material breach and may result in immediate termination for cause and legal liability.

ARTICLE 9 **CONFLICT OF INTEREST**

The Interim Executive Director is engaged solely to provide transitional stability. To prevent any appearance of a conflict of interest, bias or unfair competitive advantage, the Interim Executive Director shall not be eligible to apply for, interview for, or accept the permanent Executive Director position at the Authority during the term of this agreement contract or for a period of one (1) year following its expiration or termination.

ARTICLE 10 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In providing the services to be rendered hereunder, the Interim Executive Director agrees to comply with all Federal, State and local laws governing these services, including, but not limited to, laws prohibiting discrimination on the basis of any protected class as defined therein.

ARTICLE 11 **GOVERNING LAW**

This agreement contract shall be construed and enforced in accordance with the laws of the State of New York.

ARTICLE 12 **SEVERABILITY**

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE 13 **RULES OF CONSTRUCTION**

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

ARTICLE 14 REQUIRED PROVISIONS OF LAW

Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

ARTICLE 15 ENTIRE AGREEMENT/NO MODIFICATION

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

POUGHKEEPSIE HOUSING AUTHORITY

INTERIM EXECUTIVE DIRECTOR

By: _____

Shirley Adams, Board Chair

By: _____

Michael Clarke

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the day of , 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Shirley Adams, the Chair of the Board of Commissioners of the Poughkeepsie Housing Authority, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the day of , 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Clarke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

POUGHKEEPSIE HOUSING AUTHORITY
Resolution 2026-16

Approving Stipend for Acting Executive Director

By Commissioner: _____

WHEREAS, the Board of Commissioners of the Poughkeepsie Housing Authority (“PHA”) has accepted the resignation of Executive Director Sandra Boothe effective August 14, 2026, creating a permanent vacancy that must be filled; and

WHEREAS, the Board appointed Stacy McKenna to serve as Acting Executive Director pending the appointment of an Interim Executive Director; and

WHEREAS, the Board agreed to provide a reasonable stipend to Stacy McKenna to compensate for additional duties and obligations she was required to perform during the period between the resignation of the Executive Director and the appointment of the Interim Executive Director;

WHEREAS, the Board has appointed Michael Clarke to serve as Interim Executive Director effective September 3, 2026;

NOW, THEREFORE,

Upon motion duly made, seconded and carried, it is

BE IT RESOLVED, that Stacy McKenna, shall receive a stipend of \$1,177.29 for serving as Acting Executive Director from August 15, 2026 through September 2, 2026; and

BE IT FURTHER RESOLVED, that the Chair of the Board is hereby authorized to execute any instruments and documents necessary to give effect to this resolution.

Second by Commissioner: _____

Ayes

Nays

Abstentions

I hereby certify the foregoing to be a true and correct copy of Resolution No. 2026-16 duly adopted at the special meeting of the Poughkeepsie Housing Authority held in the City of Poughkeepsie on the 24th day of August, 2026.

Secretary