

# FOIA Marker

This is not a textual record. This FOIA Marker indicates that material has been removed during FOIA processing by George W. Bush Presidential Library staff.

## White House Personnel, Office of Race, Karen

Stack:	Row:	Sect.:	Shelf:	Pos.:	FRC ID:	Location or Hollinger ID:	NARA Number:	OA Number:
W	14	2	10	2	12763	25626	11845	12295

Folder Title:

Special Government Employees (SGEs)

# Withdrawn/Redacted Material

## The George W. Bush Library

DOCUMENT NO.	FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
001	Memorandum	Sandy Kress' Employment as a Special Government Employee - To: Al Gonzales - From: Stuart Bowen	4	01/25/2001	P5;

### COLLECTION TITLE:

White House Personnel, Office of

### SERIES:

Race, Karen

### FOLDER TITLE:

Special Government Employees (SGEs)

### FRC ID:

12763

### RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

#### Deed of Gift Restrictions

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

#### Records Not Subject to FOIA

Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.

# Withdrawal Marker

## The George W. Bush Library

FORM	SUBJECT/TITLE	PAGES	DATE	RESTRICTION(S)
Memorandum	Sandy Kress' Employment as a Special Government Employee - To: Al Gonzales - From: Stuart Bowen	4	01/25/2001	P5;

**This marker identifies the original location of the withdrawn item listed above.  
For a complete list of items withdrawn from this folder, see the  
Withdrawal/Redaction Sheet at the front of the folder.**

**COLLECTION:**

White House Personnel, Office of

**SERIES:**

Race, Karen

**FOLDER TITLE:**

Special Government Employees (SGEs)

**FRC ID:**

12763

**OA Num.:**

12295

**NARA Num.:**

11845

**FOIA ID and Segment:**

2015-0133-F

**RESTRICTION CODES****Presidential Records Act - [44 U.S.C. 2204(a)]**

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

**Deed of Gift Restrictions**

- A. Closed by Executive Order 13526 governing access to national security information.
- B. Closed by statute or by the agency which originated the document.
- C. Closed in accordance with restrictions contained in donor's deed of gift.

**Freedom of Information Act - [5 U.S.C. 552(b)]**

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

**Records Not Subject to FOIA**

**Court Sealed - The document is withheld under a court seal and is not subject to the Freedom of Information Act.**

**DRAFT**

## SPECIAL GOVERNMENT EMPLOYEE (SGE) AGREEMENT

I, House, recognize that I am to be employed on a temporary basis by the White House as a Special Government Employee (SGE). I recognize the importance and sensitivity of my role, and in consideration of the opportunity to provide SGE services to the White House, I hereby acknowledge and agree to the following conditions:

1. I agree to work no more than 130 days within any 365 day period. I understand that any day in which I work even a portion of the day, including holidays and weekends, counts toward the 130 day limit.
2. I agree to comply with the financial disclosure provisions of the Ethics in Government Act of 1978 if I serve more than 60 days in any 365 day period as an SGE and my SGE compensation exceeds the levels triggering the financial disclosure requirement.
3. I agree to avoid both the appearance and reality of a conflict of interest during my tenure as an SGE. To avoid the appearance or reality of a conflict of interest, I agree, as a prophylactic matter:
  - a. That neither I nor any firm, corporation, partnership, or business entity from which I receive compensation or in whose management I participate, nor any member of my immediate family will represent any client on any matter before the Executive Office of the President during my tenure as an SGE, except as provided in subsection (g) below.
  - b. That neither I nor any firm, corporation, partnership, or business entity from which I receive compensation or in whose management I participate, nor any member of my immediate family will receive any compensation, directly or indirectly, for work relating to any matter before the Executive Office of the President during my tenure as an SGE, except as provided in subsection (g) below.
  - c. That neither I nor any firm, corporation, partnership, or business entity from which I receive compensation or in whose management I participate, nor any member of my immediate family will ever represent any client on any matter in which I personally and substantially participated or which is or was part of my official responsibility during my tenure as an SGE.
  - d. That I will not participate in any matter as an SGE that has or could have a direct effect upon my own financial interests, the financial interests of members of my immediate family, or the financial interests of any organization from which I derive compensation or in whose management or supervision I participate as general partner, officer, or director, or other similar function.

- e. That I will not use my position as an SGE in any way for my own private remunerative gain, including the acceptance of speaking fees or honoraria relating to activities falling within my official duties.
  - f. That I will not use any non-public information I obtained by virtue of my position as an SGE for the personal financial benefit of myself, members of my immediate family, my clients, my partners, or any other individual or organization with which I have a close business or personal relationship.
  - g. It is understood that other members of the firm of which I am a partner may, from time to time, perform small amounts of work on behalf of clients involving matters before the Executive Office of the President during my tenure as an SGE. As to such work, I agree that I shall not provide any advice or assistance and shall have no personal involvement of any kind. I further agree that I will ensure, through an appropriate arrangement with my firm, that the amount of my annual compensation from the firm will be reduced by my ratable share of any fees or other compensation earned from such work by my partners.
4. I agree to submit a Form 450 detailing my existing financial interests in order to assist in the implementation of the above commitments. I understand that I may apply for a waiver of the public availability requirement for this Form to the Director of the Office of Government Ethics.
  5. I agree to comply with all restrictions upon the receipt of gifts that apply to regular government employees and to consult my agency's ethics officer if I have questions about the acceptance of any thing of value, including services or meals.
  6. I agree that, for a period of one year following the conclusion of my service as an SGE, I will not represent any party in any matter before the Executive Office of the President or in any matter in which I was personally and substantially involved.
  7. Should I be compensated for my service as an SGE, I agree to accept compensation no greater than the SES Level V rate of pay or 120% of the GS 15 rate of pay, whichever is less.
  8. I understand that I may have access as an SGE to non-public, privileged, and/or confidential information. I agree not to share such information with anyone outside the White House complex, unless such disclosure is required by my official duties or is otherwise required by law.
  9. I agree that all materials, documents, and/or information conveyed to the President are government or private property, and I agree that I will not remove

from the White House complex or otherwise appropriate any such materials or information without duly authorized written permission to do so.

10. I agree to comply with all applicable law, rules, and regulations while performing my services as an SGE.

SIGNATURE:

---

DATE:

---

D.O.B.:

---

PLACE OF BIRTH:

---

SOCIAL SECURITY:

---