Freedom of Information Act Office Arlington, VA 20598-6020



TSA Case Number: TSA10-0134

Mr. Edward Hasbrouck The Identity Project 1736 Franklin Street, 9th Floor Oakland, CA 94612

DEC 1 5 2010

Dear Mr. Hasbrouck:

This letter is in response to your Freedom of Information Act (FOIA) request dated December 10, 2009, that you made to the Transportation Security Administration (TSA). You requested information pertaining to TSA's Operations Directives or Management Directives. Specifically, you requested the following:

- 1. The TSA's "Screening Checkpoint Standard Operating Procedures (SOP)"
- 2. The TSA's "Checked Baggage Screening Standard Operating Procedures (SOP)"
- 3. Each of the TSA "Notices of Inspection (NOI)"
- The TSA's "Frequently Asked Questions (FAQ) that may be accessed by Training Coordinators and TSMs"
- 5. TSA Operations Directive 400-50-1-8, Travel Document Checker Implementation Procedures" and any other TSA Operations Directives or Management Directives related to "travel documents", travel document checking, ID checking, or identity verification.
- 6. The list and index of TSA Operations Directives
- 7. The list and index of TSA Management Directives

Your request was processed pursuant to the FOIA, 5 U.S.C. § 552.

We have completed our search and review of documents (916 pages) in response to items 1, 2, 4 and 6 of your request. These documents are being withheld in their entirety under Exemptions "high 2", 3 and 6 of the FOIA. An explanation of each of these exemptions is outlined below.

In response to item 5 of your request we located documents (12 pages) of which portions are being withheld under Exemptions "high 2", 3 and 6 of the FOIA. An explanation of each of these exemptions is outlined below. Please be advised that this Operations

Directive is no longer valid, because TSA has taken over the Travel Document Checker function and no longer enters into Memoranda of Agreements or issues Letters of Notification.

In response to item 3 of your FOIA request, we located 1 page and are releasing this document in its entirety to you.

In response to item 7 of your request this information can be located on the TSA website at http://www.tsa.gov/research/foia/foia_directives.shtm.

Exemption (b)(2)

Exemption (b) (2) of the FOIA exempts from mandatory disclosure records that are "related solely to the internal personnel rules and practices of an agency." The courts have interpreted the exemption to encompass two distinct categories of information: (1) internal matters of a relatively trivial nature -- often referred to as "Low" 2 information; and (2) more substantial internal matters, the disclosure of which would risk circumvention of a legal requirement -- often referred to as "High" 2 information.

We have determined that certain portions of the requested records should be withheld from disclosure as "high" (b)(2) information, in that they contain sensitive materials. Sensitive materials are exempt from mandatory disclosure under "high 2" when the requested documents are predominantly internal, and disclosure significantly risks circumvention of a regulation or statute, including civil enforcement and regulatory matters.

Sensitive materials are exempt from disclosure under "high" (b)(2) when the requested document is predominantly internal, and disclosure significantly risks circumvention of a regulation or statute, including civil enforcement and regulatory matters. Whether there is any public interest in disclosure is legally irrelevant. Rather, the concern under "high" (b)(2) is that a FOIA disclosure should not benefit those attempting to violate the law and avoid detection.

Exemption (b)(3)

This information reveals Sensitive Security Information (SSI) and is exempt from disclosure under Exemption 3 of the FOIA. Exemption 3 permits the withholding of records specifically exempted from disclosure by another Federal statute. Section 114(r) of title 49, United States Code, exempts from disclosure SSI that "would be detrimental to the security of transportation" if disclosed. The TSA regulations implementing Section 114(r) are found in 49 CFR Part 1520.

Pursuant to 49 C.F.R. Section 1520.5(b)(6)(i), details of any security inspection or investigation of an alleged violation of aviation or maritime transportation security requirements of Federal law that could reveal a security vulnerability, including the identity of the Federal special agent or other Federal employee who conducted the inspection or

audit constitutes SSI. This information is exempt from disclosure under 49 C.F.R. Section 1520.15(a).

Pursuant to Section 1520.5(b)(9)(i), the following information regarding security screening under aviation or maritime transportation security requirements of Federal law: any procedures, including selection criteria and comments, instructions, and implementing guidance pertaining thereto, for screening of persons, accessible property, checked baggage, U.S. mail, stores, and cargo, that is conducted by the Federal government or any other unauthorized person constitutes SSI and is exempt from disclosure under 49 C.F.R. Section 1520.15(a).

Exemption (b)(6)

Exemption (b)(6) of the FOIA permits the government to withhold all identifying information that applies to a particular individual when the disclosure of such information "would constitute a clearly unwarranted invasion of personal privacy." This requires the balancing of the public's right to disclosure against the individual's right to privacy. After performing this analysis, we have determined that the privacy interest in the identities of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Please note that any personal interest you may have in that information does not factor into the aforementioned balancing test.

<u>Fees</u>

The fees incurred to process your request do not exceed the minimum threshold necessary for charge and, therefore, there is no fee associated with the processing of this request.

Administrative Appeal

In the event that you may wish to appeal this determination, an administrative appeal may be made in writing to Kimberly Walton, Special Counselor, Office of the Special Counselor, Transportation Security Administration, 601 South 12th Street, East Building, E7-121S, Arlington, VA 20598-6033. Your appeal **must be submitted within 60 days** from the date of this determination. It should contain your FOIA request number and state, to the extent possible, the reasons why you believe the initial determination should be reversed. In addition, the envelope in which the appeal is mailed in should be prominently marked "FOIA Appeal." Please note that the Special Counselor's determination of the appeal will be administratively final.

If you have any questions pertaining to your request, please feel free to contact the FOIA Office at 1-866-364-2872 or locally at 571-227-2300.

Sincerely,

Howard Plofker Acting FOIA Officer

Freedom of Information Act Office

Enclosure





Office of Security Operations

October 31, 2007

Operations Directive

OD-400-50-1-8A: Travel Document Checker implementation Procedures

Expiration: Indefinite

This Operations Directive (OD) cancels and supersedes OD 400-50-1-8 – Travel Document Checker Implementation Procedures dated July 10, 2007. Revisions are indicated in bold.

Summary

This Operations Directive (OD) provides guidance and procedures to Federal Security Directors (FSD) and their staff for Travel Document Checker (TDC) implementation. The steps outlined below must be followed when assuming the travel document and ID check functions at the passenger screening checkpoints from the aircraft operators and/or foreign air carriers.

This OD is to be used along with additional TDC guidance found in other sources such as the Screening Management Standard Operating Procedures (SOP).

Procedures

- A. Prior to assuming TDC functions at their airport(s), FSDs must review the Screening Management SOP Appendix 2, Travel Document and ID Checks.
- B. TSA personnel may perform the TDC function only upon completion of the following:
 - Training on "individuals authorized access to the sterile area," which is taught during Basic Screener Training and is addressed in the Screening Checkpoint SOP, Section 1,9.1.
 - 2. TSA Watch (Online Learning Center (OLC)).
 - 3. Fraudulent Documents Training, Version 2.0 or higher (OLC), which is a prerequisite to Travel Document Checker Training.
 - 4. Travel Document Checker Training (OLC),
 - 5. Any other Training Course as directed by Headquarters (for example: TDC Equipment Training and TDC Behavior Awareness Training).
 - 6. Briefings on any local supplemental procedures developed for airport-specific requirements as called for in Appendix 2: Travel Document and ID Checks in the Screening Management SOP.

WARNING: THIS RECORD CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER 49 C.F.R. PARTS 15 AND 1520, NO PART OF THIS RECORD MAY BE DISCLOSED TO PERSONS WITHOUT A "NEED TO KNOW," AS DEFINED IN 49 C.F.R. PARTS 16 AND 1520, EXCEPT WITH THE WRITTEN PERMISSION OF THE ADMINISTRATION OF THE TRANSPORTATION SECURITY ADMINISTRATION OR THE SECRETARY OF TRANSPORTATION, UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTIES OR OTHER ACTION, FOR U.S. GOVERNMENT AGENCIES, PUBLIC DISCLOSURE GOVERNED BY 5 U.S.C. 552 AND 49 C.F.R. PARTS 15 AND 1520.

- C. FSDs are responsible for providing written notification to each aircraft operator and/or foreign air carrier upon transfer of the TDC function. When FSDs assume the TDC function from the aircraft operator and/or foreign air carrier they must prepare one of the following:
 - 1. A Memorandum of Agreement (MOA). The attached sample MOA can only be exercised at airports that do not receive full time equivalent (FTE) to conduct the TDC function when the TDC function is exchanged at no cost for other services (See Attachment A). The MOA must be completed by describing the specific duties to be assumed by the aircraft operator and/or foreign air carrier.
 - (a) This MOA must be used in the case of exchanging services when the service involves baggage handling. TSA is not exchanging the exit lane monitoring function for the TDC function. Any other type of exchange of service(s) will require HQ ruling.
 - (b) Specifics regarding times and locations (for example: by hour and terminal) must be clearly defined within the transfer of TDC functions MOA.
 - 2. A Letter of Notification (LON). The attached LON templates must be used when TSA unilaterally assumes TDC responsibility (with no exchange of services) from the aircraft operators and/or foreign air carriers (See Attachments B and C).
- D. Coordinate. Approval of either the MOA or LON must be obtained through TSA Field Counsel, TSA Office of Chief Counsel, Area Directors, and the TDC Program Manager, prior to implementation. The same coordination must be used to resolve TDC issues as they arise. Airports with multiple aircraft operators and/or foreign air carriers will submit to TSA as follows:
 - 1. A single completed (unapproved) MOA and/or LON.
 - 2. Append the completed (unapproved) MOA and/or LON with the attached TDC Notification Listing spreadsheet to identify all participating aircraft operators and/or foreign air carriers (See Attachment D).
- E. <u>Maintain</u>. FSDs are responsible for maintaining the executed (approved) MOA and/or LON documentation for each aircraft operator and/or foreign air carrier upon transfer of the TDC function.
- F. Implement. Upon completion of all the steps outlined above, FSDs will send a message to NetHub, their Area Director, and the TDC Program Manager. The message title must read "Ready to Perform TDC at X Airport." Upon receipt of an approved email from the Area Director or his or her designee, FSDs may assume TDC functions at their airport(s).
- G. Metrics. FSDs must track and report metrics for TDC functions in the TDC database at https://tsaweb001/tdc. Use the attached TDC referral form for collection of data for input into the TDC database (See Attachment E).

SENSITIVE SECURITY NFORMATION

(b)(2), (b)(6)

SENSITIVE SECURITY INFORMATION

Points of Contact

1.	TDC Program Manager, 571-227 @dhs.gov
2.	TDC MOA HQ OCC Rep, 571-227 @dhs.gov
3.	TDC HQ OCC Rep, 571-227 @dhs.gov
4,	GM, Field Operations, 571-227 @dhs.gov
5.	Eastern Area Director, 571-227 @dhs.gov
6.	Central Area Director, 571-227
7.	Western Area Director, 571-227 @dhs.gov

/s/ Morris McGowan Assistant Administrator for Security Operations

Attachments: A) Memorandum of Agreement Template (for exchange of services)

- B) Letter of Notification Template for aircraft operator (no exchange of services)
- C) Letter of Notification Template for foreign air carrier (no exchange of services)
- D) TDC Notification Listing Template
- E) TDC Referral Form

MEMORANDUM OF AGREEMENT BETWEEN THE TRANSPORTATION SECURITY ADMINISTRATION AND REGARDING A NO-COST EXCHANGE OF SERVICES

1.	PARTIES. The parties to this Agreement are the Transportation Security Administration (TSA) and, the aircraft operators and/or foreign air carriers that have provided, to date, the travel document and identification (ID) checking function at [concourse] [airport]. All parties listed above, other than TSA, will be referred to collectively herein as "the aircraft operators."
2.	AUTHORITY. This Agreement is authorized under the provisions of:
	 a. 49 U.S.C. §§ 106(m) and 114(m); b. TSA Management Directive 1000.2, Interagency Agreements, June 14, 2004; c. TSA Delegation of Authority to Federal Security Directors, Delegation 400.1, February 24, 2006
3.	PURPOSE. The purpose of this Agreement is to set forth terms by which each party will provide certain services to facilitate aviation security at
4.	RESPONSIBILITIES:
	a. TSA will:
	1) Provide travel document and ID checking functions at the passenger screening checkpoints at
	operator-provided personnel to ensure proper performance of their duties.

- 3) TSA supervisors will coordinate with the contact points identified in paragraph 5 regarding breaks, location changes, conduct, performance, training as necessary, and other administrative issues for aircraft operator-provided personnel.
- 4) TSA will oversee the performance of the duties described herein to ensure conformity with TSA security procedures.

	b,	The aircraft	operators	will:
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1)		[number] persons at		during morning and
	afternoon or even	ing hours of greatest pass	enger volume, as mut	ually agreed by the
		and TSA, to provide		duties as further
	described below.	Duties assigned to person	mel during particular	shifts will be at the
	discretion of TSA			

•	The duties assumed by aircraft operator personnel specifically include the
	following tasks: [describe]

- 2) Ensure that their personnel possess a current ______ [airport] identification badge allowing them access to the sterile area prior to reporting for such duties and will ensure they maintain the badge in a current status throughout the course of this agreement.
- 3) Coordinate with the TSA contact point to facilitate scheduling and application of services during periods of greatest passenger volume.
 - Provide TSA with regular projections of the number of persons to be provided, periods of availability to TSA, and initial reporting locations.
 - Provide TSA with as much notice as reasonably possible regarding the amount of support to be provided on a daily basis, so that TSA officials may evaluate screening lines and wait times vis-à-vis its own work force.
- 4) Agree that they are solely responsible, either directly or through their contractor(s), for the supervision, conduct, performance, pay and benefits, and for any injuries or damage caused by or sustained by personnel in the performance of this Agreement.
- 5) Ensure that their personnel understand that under no circumstances will they engage in the actual screening of passengers and their personal property.

CONTACT POINTS	TSA	AIRCRAFT OPERATORS
Executive – changes and/or problems	Federal Security Director Office Mailing Address	Position: Name: Phone: Office Mailing Address:
Routine Management	AFSD—Screening	Position: Name: E-mail: Alternate:
Screening Checkpoint Coordination	TSA Duty Supervisor	Position:

6. OTHER PROVISIONS.

- a. Each party shall fund its own participation in this Agreement. No party providing services identified in this Agreement has any expectation of reimbursement by the other party.
- b. All employees participating in the activities under this Agreement shall remain employees of the party or its agent and there shall not be any "joint employees" between any other party (or its agent) and TSA.
- c. Aircraft operators relieved of responsibility for travel document and ID checking at
 [concourse] [airport] as a result of this Agreement are identified below:
 - [List all airlines involved in the Agreement]
- 7. **EFFECTIVE DATE**. The terms of this Agreement will become effective on the date of the last required signature below.
- 8. IMPLEMENTATION. The exchange of responsibilities under this Agreement will be implemented on a date to be agreed upon, as soon as the aircraft operators are able to provide the personnel required, by contract or otherwise, but no later than _____ [set actual date for exchange of duties].
- 9. MODIFICATION. This Agreement may be modified upon the mutual written consent of the parties. Each party will endeavor to give at least 30 days notice of any modification to the other party. Either party may terminate this agreement as provided below.
- 10. SEVERABILITY: Nothing in this Agreement is intended to conflict with current laws or regulations or the directives of DHS, TSA, or any other executive department. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid but the remaining terms shall remain in full force and effect.

- 11. RIGHTS AND BENEFITS: Nothing in this Agreement is intended to diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory, or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable by law for any party against the United States, its agencies or officers, State agencies, or officers carrying out programs authorized under Federal law, or any other person.
- 12. **TERMINATION**. The terms of this Agreement, as modified with the consent of both parties, will remain in effect for a period of one year from the date of signature by the parties, unless earlier terminated by either party upon 60 days written notice. The Agreement may be extended by mutual written agreement of the parties.

-----End of Substantive Provisions-----

MEMORANDUM OF AGREEMENT BETWEEN THE TRANSPORTATION SECURITY ADMINISTRATION AND REGARDING A NO-COST EXCHANGE OF SERVICES

For the Transportation Security Administration	:
Name / Federal Security Director	Date
	•
For Aircraft Operator(s):	,
Name / Title	Date

U.S. Department of Homeland Security



Date:	Transaction and the second	
RE: Travel Document and ID Ch Aircraft Operators doing bus		(Airport)
Dear,		
Security Administration (TSA) we performed by under contract to the aircraft operathe checking travel documents and ID.	Ill assume the travel docume (the aircra ator) at the entry to the passe (airport). TSA personnel with at the passenger screening Section 4.3.1. of the Aircrant that there is not a contact	enger screening checkpoint at ill assume the responsibility for checkpoint(s) in terminal(s) ft Operator Standard Security
any time. TSA will provide the ai intent to cease performance of the aircraft operator or private compar	rcraft operator and the airpo travel document and ID che ny under contract will resum	eck function; after which, the
If you have any questions, please	contact	(title, name)
at (Sincerely,		
Federal Security Director		
Acknowledgement of Receipt		
Title / Name (Sign)	Title / Name (Print)	
Aircraft Operator / Company	Date	

U.S. Department of Homeland Security

	Transportation Security Administration
Date:	•
RE: Travel Document and ID Check Function Foreign Air Carriers doing business at	(Airport)
Dear,	
This letter is to notify you that beginning Security Administration (TSA) will assume the document performed by	reign air carrier or private company tering the passenger screening TSA personnel will assume only the D at the passenger screening ed in Section III.C. and E.1. of thorization document and ID check rier and the airport operator 60 days on document and ID check function; er contract will resume responsibility
If you have any questions, please contactat ()	(title, name)
Sincerely, Federal Security Director	

Title / Name (Print)

Date

Federal Security Director

Title / Name (Sign)

Acknowledgement of Receipt

Foreign Air Carrier/ Company

Notification Listing

Name of Airport:					
Aircraft Operator or MOA			L	LON	
Aircraft Operator or Foreign Air Carrier Name	Representative / Title	Y	N	Υ	N
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TDC REFERRAL FORM Attachment E SENSITIVE SECURITY INFORMATION "NO *PERSONALLY IDENTIFIABLE* INFORMATION IS PERMITTED IN THIS DATABASE" DATE / TIME: LOCATION (Terminal/Checkpoint): TDC TSO: REASON FOR REFERRAL: 9(i) US Drivers License Issuer/Status: US Government ID Issuer/Status: Passport: US or Foreign: Country of Issue: US Military ID Type/Status: Other Issuer/Status: Visa Document#: SELF-DEPORTING (as Identified by LEO or passenger): YES NQ Selectee Screening TSO: ILLEGAL ALIEN (as identified by LEO or YES or NO passenger): Origination Airport: Air Carrier: Flight Number: Next Destination: Final Destination: Final Destination Airport: Marked selectee by TSA: Yes Marked by the airline as selectee: Yes No No PROHIBITED ITEM DISCOVERY: X-Ray Artfully Concealed Property Search Surrendered (prior to checkpoint) RESOLUTION: Resolved by TSA at Selectee Screening Detained and arrested by LEO Questioned and released by LEO LEO did not respond PRIMARY LEO: ATF FAM LOCAL LEO CBP FBI OTHER: LEO RESPONSE: Time Called___ DEA ICE Time Arrived NCIC conducted Yes Conducted by whom: No NCIC Results: REASON FOR ARREST: Suspect Documents Undeclared Currency Outstanding Warrant Illegal Alien Suspect Drugs Other -NARRATIVE: Details of Incident (Who, What, When, Where, Why, and How) SECURITY OPERATIONS CENTER NOTIFICATION: YES or NO Watch Officer: ('Yes' requires an IR Report) IR no.

REPORTING SUPERVISOR:

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR garts 15 and 1520.



NOTICE OF BAGGAGE INSPECTION

To protect you and your fellow passengers, the Transportation Security Administration (TSA) is required by law* to inspect all checked baggage. As part of this process, some bags are opened and physically inspected. Your bag was among those selected for physical inspection.

During the inspection, your bag and its contents may have been searched for prohibited items. At the completion of the inspection, the contents were returned to your bag.

If the TSA security officer was unable to open your bag for inspection because it was locked, the officer may have been forced to break the locks on your bag. TSA sincerely regrets having to do this, however TSA is not liable for damage to your locks resulting from this necessary security precaution.

For packing tips and suggestions on how to secure your baggage during your next trip, please visit:

www.tsa.gov

We appreciate your understanding and cooperation. If you have questions, comments, or concerns, please feel free to contact the TSA Contact Center:

Toll-free telephone: 1-866-289-9673 Direct telephone: 517-227-2900 (U.S.) Email: <u>TSA-ContactCenter@dhs.gov</u>

*Section 110(b) of the Aviation and Transportation Security Act of 2001, 49 U.S.C. 44901(c)(c) TSA-OSO Form 1000 (Revised 6/09)

Smart Security Saves Time