

Domestic Employees Teleworking Overseas (DETO) Agreement

Between **Agency XX**, the Department of State, the State Department regional hosting Bureau of (*ex. European Affairs*) and **Employee NAME** _____ for a **Sponsored // Independent¹** (choose one) DETO Arrangement.

Privacy Act Statement

Authority: This information is sought and maintained under authority of the Telework Enhancement Act of 2010 (5 U.S.C. 6501 et. Seq.), 5 CFR 531.605, and 22 U.S.C. 2581.

Purpose: The information solicited on this form will be used to ensure eligibility in the Telework program, to validate the employee's performance of a home safety check and to facilitate timely processing of the request.

Routine Uses: The information on this form may be shared to auditors in the performance of the duties of the Government Accountability Office; to an entity under contract to the Department of State to fulfill an agency function; and with members of Congress from a record of an individual in response to an inquiry from the Congressional office made at the request of that individual. More information on the Routine Uses for the system can be found in Systems of Records Notice, State-31, Human Resources Records.

Disclosure: The information requested on this form is voluntary but failure to provide the requested information may delay or result in disapproval of your Telework request.

The supervisor and the employee should each keep a copy of the agreement for reference. Note: Once the agreement is finalized and the employee begins work from abroad, a SF-50 personnel action must be processed to change the location of the position and locality pay.

Reminder: The DETO Standard Operating Procedures (SOPs) (available upon request from detopolicy@state.gov) provide guidance on implementing a DETO arrangement, including preparing a DETO Agreement that includes all language in this standard DETO Agreement template, and additional steps that must be taken to implement a DETO arrangement.

1. Voluntary Participation

The Domestic Employee Teleworking Overseas (DETO) arrangement is a workplace flexibility option that the Agency may approve to allow direct-hire employees assigned to domestic positions to accomplish duties/work from an overseas location. The employee voluntarily agrees

¹ Please select either Sponsored or Independent DETO. A sponsored DETO is on the orders of a U.S. Direct Hire employee (spouse) assigned overseas on U.S. government orders. An independent DETO does not have a sponsoring employee. Please note: not every agency permits independent DETOs.

to work at the agency-approved alternate work site indicated below and agrees to comply with all applicable Agency and Department policies and procedures, including those set forth at 3 FAM 2370 and the DETO SOPs.

Employee's Name:

Employee's Title:

Employee's Grade:

Employee's Supervisor:

Employee's Home Office in the U.S.:

Location of Post:

State Dept Regional Bureau Corresponding to Location of Post²:

Date of Arrival at Post:

DETO Start Date*:

DETO End Date:

For Sponsored DETOs:

Name of Sponsoring Employee (spouse):

Title of Sponsoring Employee at Post:

Post (city and country):

For Independent DETOs:

Location of DETO Worksite Abroad (city and country):

*DETO start date subject to having a fully signed DETO Agreement and COM approval, either via NSDD 38 or electronic Country Clearance (eCC).

2. Pay and Allowances

Civil Service employees are not eligible for domestic locality pay, pursuant to 5 C.F.R 531.605(d)(3), while on the DETO arrangement. DETOs are not entitled to receive domestic locality pay because the DETO's duty station is the overseas alternate worksite

DETOs are domestically assigned and are not authorized to receive overseas/foreign allowances. Travel entitlements are governed by the Foreign Affairs Manual, the Foreign Affairs Handbook, and other applicable statutes, regulations, and guidance and may vary based on factors such as the duty station.

Notification of start and end date:

² For example, if the post of assignment is Paris, the corresponding Regional Bureau would be EUR.

Employees must notify their supervisor, Human Resources provider and employing Agency telework coordinator of the effective commencement date of the DETO arrangement before or upon their arrival at the overseas alternate worksite (or as soon as known) to allow the employing Agency to process the SF-50 (Notice of Personnel Action) documenting the change in duty station pursuant to 3 FAM 2371.10. The employee agrees that they will not commence telework from overseas until both this agreement is approved, and they have received Chief of Mission approval (either through the NSDD-38 process or through eCC).

At the end of the term of the DETO arrangement, the employee must inform their supervisor (and relevant HR component) of the effective date of the termination of the DETO arrangement to allow the Agency to process the required SF-50 personnel action documenting the change in duty station back to Washington, DC.

For a sponsored DETO, the employee agrees that they may not telework from post beyond the term of their sponsoring employee's assignment/tour of duty. DETOs may not telework from post beyond when the DETO arrangement has expired.

By signing this agreement, the employee agrees to the following:

- The employee will be required to repay any pay, allowance, or differential payments they to which they are not entitled to receive. This repayment obligation cannot be waived.

The Agency agrees that a DETO arrangement is not a basis for changing the employee's salary or benefits based on the Civil Service grade of the position or Foreign Service rank.

3. Overseas Duty Station or Alternate Work Site

The employee's official assigned (domestic) position of record is located at:

(Enter Employee's Agency worksite address in Washington, DC, for example)

The employee's approved overseas alternate worksite (overseas duty station). Please provide address, city and country if it is the embassy/post or U.S. Government-provided residence from which the employee will be teleworking:

(Enter address. IF not known, and if a sponsored DETO, indicate that it will be U.S. Government)

If the employee will be working from a residence or facility not under Chief of Mission security responsibility (e.g., a Department of Defense residence or installation), see section 21.

Post management reserves the option to inspect alternate work sites (including embassy-provided housing) during normal working hours with prior notice for purposes of compliance with the Office of Safety and Health Administration (OSHA) rules and regulations.

4. Official Duties

Unless otherwise instructed, employee agrees to perform official duties only at the regular worksite (i.e., the regular office or location of record for the employee's assigned position) or at the agency approved overseas alternate worksite (overseas duty station).

Employee agrees not to conduct personal business during normal working hours at the alternate work site and to adhere to Agency policies and procedures for requesting and taking leave.

Enter Your Work Requirements or Position Duties.

Please be sure to include any regional duties or interactions and provide an explanation of the prospective duties related to those countries and/or the region. Feel free to attach a page if additional space is needed. DETO employee should have no duties involving the host country.

(Describe)

4B. Regional Duties

Answer the following questions.

1. Will the DETO travel on official business to other countries in the region on a TDY basis? If Yes, please specify which ones.

[Please note, if TDY travel for official business is required, the Agency bears the TDY costs.]

2. Will the DETO interact with government officials or the general public in the country from which the DETO will telework? If Yes, please explain the nature of such interaction. This will generally be disqualifying for a DETO arrangement.

(Describe)

By signing this agreement, the employee acknowledges the following:

- Positions with duties that include reporting on, or playing any substantive role in the policy or administrative issues pertaining to the country in which the DETO duty station is located are ineligible for a DETO arrangement.
- If the COM, the employing Agency, and/or the relevant State Department regional bureau(s) assess that the DETO arrangement could raise foreign relations issues or any other concerns described in [3 FAM 2371.8\(c\)](#), whether due to the DETO's duties relating to the region, a nexus between the DETO's duties and the host country's policies, or other issues (e.g., concerning other countries or regions that may pose a conflict of interest), or any other factor, the DETO agreement must address such concerns, including the countries or region(s) concerned. The justification must be included in the NSDD 38 web-application *or eCC* request that will require official approval by COM.

5. Work Schedule and Hours of Duty

Agency and employee agree upon the following telework schedule.

Employee will receive federal holidays and is not entitled to local holidays of the overseas location (host country). If the alternate worksite is the embassy or other worksite that is closed due to a local holiday, the employee must work from another worksite approved by the supervisor (e.g., the employee's home) or use annual leave, leave without pay, or previously earned credit hours or compensatory time off. Employee is not entitled to excused absences for Washington-region or other domestic closures/emergencies and agrees to work their regular hours at the approved alternate worksite during any such events (or use annual leave, leave without pay, or previously earned credit hours or compensatory time off).

Day(s) working at the alternate work site:

Week 1 (first week of each pay period)

Monday: From __am to __ pm

Tuesday: From __am to __ pm

Wednesday: From __am to __ pm

Thursday: From __am to __ pm

Friday: From __am to __ pm

Saturday: From __am to __ pm

Sunday: From __am to __ pm

Week 2 (second week of each pay period)

Monday: From __am to __ pm

Tuesday: From __am to __ pm

Wednesday: From __am to __ pm

Thursday: From __am to __ pm

Friday: From __am to __ pm

Saturday: From __am to __ pm

Sunday: From __am to __ pm

For full-time employees, each day includes a _____ minute/hour lunch (30 minutes to 1 hour). For full-time employees, the schedule should clearly indicate 40 hours per week, not inclusive of lunch.

6. Time and Attendance

Supervisor agrees to ensure the DETO's (employee's) timekeeper has a copy of the employee's work schedule. Employee agrees to submit notice of hours worked at the alternate worksite on a biweekly basis to their supervisor/timekeeper, and the supervisor agrees to certify the hours worked, consistent with the (home) employing Agency's policies.

By signing this agreement, the employee agrees to the following:

- Employee must request and use leave in accordance with the Agency leave policies and procedures (including any office-specific procedures), including for time relating to the employee's travel to the overseas duty station and personal transition time, as needed. Lack of compliance may result in disciplinary action.

7. Overtime

The supervisor may pre-authorize overtime if additional hours of work are necessary. The existing rules governing overtime in Title 5 U.S.C. and the Fair Labor Standards Act apply to DETO arrangements.

All overtime must be approved in writing in advance.

8. Administrative Support/Equipment

Employee will be enrolled in the current Agency approved remote work technology for access to the Agency's unclassified systems, email, and any other required systems, as appropriate.

The Agency is not obligated to provide any equipment to the teleworker; however, they may provide the DETO with equipment and/or supplies. The Agency and DETO should coordinate directly on matters relating to such equipment and supplies.

If applicable, please list below any equipment, IT, or supply-related support that the Agency will provide to the employee to enable them to carry out their official duties:

(Describe)

9. International Cooperative Administrative Support Services (ICASS)

DETO arrangements are generally expected to have a minimal impact on the ICASS platform at missions abroad. For services required to support the employee's official duties (e.g. requests for embassy workspace/equipment at post) a subscription for the relevant ICASS cost centers to be funded by the DETO's employing Agency would be required.

For independent DETOs, certain ICASS costs may be incurred and must be documented in this agreement. See 6 FAH-5 H-352.12(b) for mandatory ICASS costs for independent DETOs, which include basic package and security.

For ICASS services and workload counts unrelated to this DETO agreement, post will provide the employee the same level of administrative support as provided to Eligible Family Members of direct-hire American officers – if the sponsoring employee is employed at post. This includes services such as: CLO services, mail privileges, and accreditation.

Projected costs (using the [DETO "Cost Estimate" Template from CGFS/ICASS](#)) and Agency funding sources are listed in the box below:

(Describe)

By signing this agreement, the employee agrees to the following:

- Unless ICASS support services are specifically addressed, the employee will not receive any administrative support as a result of their status as a DETO employee. Sponsored employees will continue to receive the administrative support they are otherwise eligible for as a spouse of a U.S. direct employees at post.

10. Security and Records Management

Employees who are approved for a DETO arrangement will not work on, or have access to classified information at the alternate work site unless the approved alternate worksite is at the embassy/consulate and the required security standards have been met and are in place. DETOs will comply with current standards for remote operations as set forth in Agency policies.

Care and judgment must be exercised with regard to records and information that are Sensitive But Unclassified (SBU) and/or subject to the Privacy Act. Offices allowing employees access to these records offsite must ensure that appropriate administrative, technical, and physical safeguards are maintained to protect the confidentiality and integrity of records (see 12 FAM 540).

By signing this agreement, the employee agrees to the following:

- Employee will protect U.S. government or agency records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

11. Medical

Pursuant to 16 FAM 122.2, as a family member at post, the employee will obtain a medical clearance from the Bureau of Medical Services. This applies to sponsored DETOs only.

Independent DETOs and sponsored DETOs whose spouse works for a USG entity that does not fund medical evacuations must provide documentation of personal medical evacuation insurance to the post or relevant bureau before the COM will grant eCC or NSDD 38 approval.

12. Liability

By signing this agreement, the employee agrees to the following:

- The U.S. government will not be responsible for damages to an employee's personal or real property while the employee is working at the approved alternate work site, except to the extent the U.S. government is responsible under applicable law.

13. Work Area and Alternate Work Site Costs

The employee agrees to complete Form DS-1963, Safety Checklist for Home Based Telecommuters, certifying conformance with safety standards at the alternate site. The employee must provide a copy of this form to the employing Agency's Telework Coordinator (or otherwise designated DETO point of contact) no later than 30 days after commencement of work at the overseas location.

By signing this agreement, the employee acknowledges the following:

- The U.S. government will not be responsible for any operating costs that are associated with the employee using their home as an alternate work site, for example, home maintenance, insurance, or utilities. Work-related long-distance (domestic and international) phone calls will be reimbursed by the agency in accordance with applicable law, regulations, and policies.

14. Injury Compensation

By signing this agreement, the employee acknowledges the following:

- The U.S. Department of Labor's Office of Workers' Compensation Programs (OWCP) provides eligibility for coverage to federal civilian employees for on-the-job injury or illness and to eligible survivors in the event of a work-related death. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternate work site and to complete any required workers' compensation claim forms. The supervisor agrees to take appropriate action immediately, pursuant to the Supervisor's Report instructions on the FECA claim form.

15. Work Assignments/Performance

By signing this agreement, the employee agrees to the following:

- The employee will complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the Employee Evaluation Report or performance plan and appraisal, as applicable. The employee understands that a decline in performance may be grounds for canceling the alternate work site arrangement.

16. Standards of Conduct

By signing this agreement, the employee agrees to the following:

- The employee is bound by agency standards of conduct while working at the alternate work site. Nothing in this agreement precludes the agency from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement or regulations contained in 3 FAM 2370 and Agency standards.

17. Anti-Nepotism Review (ANR)

By signing this agreement, the employee acknowledges to the following:

- Before COM approval for the DETO arrangement can be submitted, an anti-nepotism review (ANR) will be required if the sponsored DETO candidate is the spouse of the Chief of Mission, Deputy Chief of Mission, Principal Officer, or Deputy Principal Officer or where any elements of the "Prohibited Conditions" listed in 3 FAM 8326 might appear to potentially exist.

18. Chief of Mission Authority (COM)

As a U.S. government Executive Branch employee, while teleworking overseas, the employee is under COM authority and security responsibility, although the employee will not be included in Post's staffing pattern or considered part of Post's regular staffing complement. The COM must be notified and agree to the DETO's employment arrangements prior to the DETO's arrival at post through the NSDD 38 (if over a year) or country clearance procedures (if the arrangement is less than a year).

If the DETO is the spouse, or relative of the COM, the DETO is still subject to COM authority. In these cases, the Under Secretary for Management (M) must approve a memorandum endorsing the DETO arrangement and approving the performance of work by the DETO at Post under COM authority. Upon M's approval, the NSDD 38 or country clearance will be sent to the COM. Refer to the Department's DETO SOP for specific steps.

19. Duration

A sponsored DETO arrangement cannot exceed the duration of the sponsoring spouse's assignment abroad in:

(Fill in Country/Post)

This foreign assignment is scheduled to conclude on or about:

(Enter month/year spouse's assignment will end)

The initial duration of the DETO may not exceed five years. If the sponsoring spouse's foreign assignment is extended through an amendment of orders, then an extension for this DETO agreement may be requested by presenting an amended DETO agreement and seeking permission from the COM through the NSDD 38 approval process.

20. Cancellation and Amendment

An employing Agency may cancel or amend the DETO Agreement by providing written justification based on the needs of the office *or due to performance issues* at any time with prior notification of at least **XX pay periods**.

A DETO may cancel a DETO Agreement at any time with prior notification to their supervisor of at least two (2) pay periods. Once so notified by the employee, the supervisor must notify the Agency telework coordinator, who is in turn responsible for notifying State Department M/SS to ensure that the NSDD 38 action is terminated.

An employee may also request an adjustment of their DETO Agreement by providing a written justification to their supervisor for consideration and approval.

By signing this agreement, the employee acknowledges to the following:

- A decline in performance below the satisfactory or fully successful level may result in the cancellation of this DETO if the supervisor determines that the deficient performance cannot be adequately addressed while remaining on the DETO, with required notice of at least **XX** pay periods.

21. If applicable: Special Provisions Related to DETOs for the Spouses of Defense Department Personnel

Funding of Required Security Upgrades to the Residences of DOD Spouse DETOs

If there are required security upgrades and/or safety upgrades, all costs associated with required upgrades to a proposed DETO residence will be the responsibility of the employing bureau/agency, the property owner, or the DETO employee. Any applicable exceptions to these standards may be documented here or in an attachment to this Agreement. Note: Existing residential security exceptions previously approved, will be automatically extended to DETO residences.

Provision of Security and Safety Services

On the State Department's behalf, DOD personnel will provide a range of services normally carried out by the nearest RSO or POSHO to facilitate this DETO arrangement.

By signing this agreement, the employee and employing bureau acknowledge the following:

- The bureau, property owner, or DETO must pay for required security or safety upgrades. The COM will not give final approval to the DETO arrangement until all required upgrades meet with RSO and POSHO approval.
- The DETO employee will follow all applicable COM security policies and directives.

DETO Agreement Signature Page

NOTE: A completed agreement is not final approval of the DETO arrangement. The signed agreement simply allows the NSDD-38 or electronic Country Clearance process to move forward. The DETO arrangement must not commence until COM approval is obtained through the NSDD 38 approval process (for DETO arrangements of one year or longer) or through the electronic Country Clearance process (for DETO arrangements of less than one year).

Summary process: Once the DETO agreement has been fully signed and the NSDD 38/eCC approval process has been completed, meaning that post has sent its response cable with the COM approval, the DETO request process is complete. Only at that time can the DETO employee can start work from the overseas location.

Print Employee's Name

Employee's Signature & Date

Print Supervisor's Name

Supervisor's Signature & Date

Print Agency Component Head's Name

Agency Component Head's Signature & Date

Print State Dept Host Regional Bureau EX
Director's Name

Bureau Executive Director Signature & Date

Print Host Post Management Counselor's Name

Post Mgmt Counselor Signature & Date³

³ If the DETO is a relative of the post management official, the DCM should sign on behalf of the post management official. If the DETO is a relative of the DCM, the COM should sign on behalf of the post management official. For a DETO who is a relative of the COM, the post management official may sign the DETO agreement but refer to the Department's DETO SOPs for additional steps for these arrangements.