

# Domestic Employees Teleworking Overseas (DETO) Agreement

Between **Employing Agency XX**, the Department of State, the State Department **regional hosting Bureau of** (*ex. European Affairs*) and **Employee NAME**\_\_\_\_\_ for a **Sponsored // Independent<sup>1</sup>** (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 to ensure the correct locality pay.

**Reminder:** The DETO Standard Operating Procedures (SOPs) (available upon request from [detopolicy@state.gov](mailto: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

<sup>1</sup> 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.

The Domestic Employee Teleworking Overseas (DETO) arrangement is a workplace flexibility option that the **employing Agency** may approve to allow direct-hire employees assigned to domestic positions to accomplish duties/work from an overseas location. The employee voluntarily agrees to work at the **employing Agency-approved** alternate work site indicated below and agrees to comply with all applicable **employing 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 Email:**

**Employee's Supervisor:**

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

**Location of Post or Military Installation:**

**State Dept Regional Bureau Corresponding to Location <sup>2</sup>:**

**Date of Arrival:**

**DETO Start Date (month/year)\*:**

**DETO End Date (month/year)\*\*:**

**For Sponsored DETOs:**

**Name of Sponsoring Employee (spouse):**

**Agency of Sponsoring Employee:**

**Title of Sponsoring Employee:**

**Post or Military Installation (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).

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

**\*\*DETO end date for sponsored DETO may not exceed duration of sponsor's tour and may not exceed a maximum of five years.**

## **2. Pay and Allowances**

Civil Service DETO employees are eligible for location-based comparability pay in accordance with Section 9717 of the National Defense Authorization Act for Fiscal Year 2023 (Public Law 117-263). Under this authority, Civil Service DETOs will receive location-based comparability pay that is equal to the lesser of the following:

1. The locality pay the employee would have received had they not moved overseas as a DETO; or
2. The current rate of Overseas Comparability Pay (OCP) paid to eligible Foreign Service employees working overseas, including Foreign Service employees on DETO arrangements. OCP is currently set at two-thirds the rate of DC locality pay.

Foreign Service DETO employees are paid based on the overseas FS pay scale, which includes Overseas Comparability Pay (OCP). (Eligibility for overseas/foreign allowances and differentials is governed by 5 U.S.C. 5921 *et seq.*, the Department of State Standardized Regulations, and Foreign Affairs Manual.)

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:**

Employees must notify their supervisor, Human Resources provider and **employing Agency** telework/DETO 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 **employing Agency** to process the required SF-50 personnel action documenting the change in duty station back.

For a sponsored DETO, the employee agrees that they may not telework from overseas beyond the term of their sponsoring employee's assignment/tour of duty. DETOs may not telework from overseas 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 were not entitled to receive. This repayment obligation cannot be waived.

The **employing 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. Domestic Official Duty Station and Overseas Alternate Worksite**

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

**For the employee's approved overseas alternate worksite (overseas duty station), please indicate here if the residence will be:**

- 1) \_\_\_ Embassy or consulate-provided-housing;**
- 2) \_\_\_ DoD-Supported Housing (on-base and community housing);**
- 3) \_\_\_ Housing associated with a non-U.S. military installation (such as NATO); or**
- 4) \_\_\_ Housing for an independent DETO.**

**If the housing falls into the first two categories listed above, you may write that it will be U.S. government assigned housing and provide the street address (if available), city and country of the alternate worksite from which the employee will be teleworking overseas. If the residence is associated with a U.S. military installation, please write in the name of that installation (For example: Ramstein Air Base). For housing in category 3 or category 4, a street address is required in order to submit the DETO agreement for approval.**

**Address:**

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 **employing 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 **employing 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. If your portfolio normally includes any interaction with post or the host country, please clearly indicate below that a country carve out is in place.**

#### 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 **employing 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 as a part of their official duties? If Yes, please explain the nature of such interaction as it may be disqualifying for a DETO arrangement.

**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**

**Employing Agency** and employee agree upon the following telework schedule.

The 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. The 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).

**The hours of work listed below denote the local time in**  
**(examples: Central European Time (CET), India Standard Time (IST))**

**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**

The supervisor agrees to ensure the DETO's (employee's) timekeeper has a copy of the employee's work schedule. The 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 employing 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 authorize overtime if additional hours of work are necessary. The existing rules governing overtime in Title 5 of the U.S. Code and the Fair Labor Standards Act (FLSA) apply to DETO arrangements, as follows:

**Exempt Employees** – The employee is an FLSA exempt Foreign Service Specialist, uncommissioned Foreign Service Officer, or Civil Service employee and is entitled to premium compensation under the Title 5 rules for overtime work that has been officially ordered or approved, regardless of whether the work is performed in the U.S. and its territories, or in a foreign area.

**Non-exempt Employees** – The employee is an FLSA non-exempt Foreign Service Specialist, uncommissioned Foreign Service Officer, or Civil Service employee and is entitled to premium compensation for overtime work performed as follows:

1. If the employee performs any hours of work in a given work week in the U.S. or its territories, all overtime work performed that week will be compensated under the FLSA.
2. If the employee performs all hours of work in a given work week in a foreign area, any overtime work performed that week is not subject to the FLSA requirements (this is called the "Foreign Exemption"), but may be compensated under Title 5 when officially ordered or approved.

**For all employees working overseas, overtime is only compensable when ordered or approved in writing.**



Please note: Senior Executive Service and Senior Foreign Service employees are not entitled to premium compensation for overtime work.

Please note: DETOs who are commissioned Foreign Service Officers (FSOs) may be required to work additional hours over the 40-hour basic workweek as the needs of the Service require and are not eligible to receive premium compensation under Title 5. However, FSOs may be eligible for Special Compensatory Time Off for overtime work if ordered or approved by a supervisor in writing.

## **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 **employing Agency** is not obligated to provide any equipment to the teleworker; however, they may provide the DETO with equipment and/or supplies necessary to accomplish their mission. The **employing 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 **employing Agency** will provide to the employee to enable them to carry out their official duties:

## **9. International Cooperative Administrative Support Services (ICASS)**

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.

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. Such support services are also subject to the feasibility of post to provide and may not be possible.

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.

ICASS costs are assessed using the DETO "Cost Estimate" Template from State/CGFS/ICASS, available on request from DETOPolicy@state.gov. Projected costs and employing Agency funding sources are listed in the box below:

**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 employing 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 211, 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.

Note: Sponsored DETOs whose sponsoring spouses are assigned to U.S. military installations overseas are not required to obtain a medical clearance from the Department of State.

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**

**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 **employing 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 the **employing Agency** standards of conduct while working at the alternate work site. Nothing in this agreement precludes the **employing 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 **employing 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.

If the sponsored DETO candidate is the spouse of the Chief of Mission, please refer to Section 18, below.

Is the sponsored DETO candidate is the spouse of the Deputy Chief of Mission, Principal Officer, or Deputy Principal Officer at post, or is there any other reason to believe that any elements of the "Prohibited Conditions" listed in 3 FAM 8326 might appear to potentially exist? **YES// NO**

If YES, please address the questions below. If NO, these questions are not required.

- a. If relevant, is a country carve out stipulated in the Work Commitments section of the DETO agreement to ensure that the DETO employee will not conduct work on [name of post] or [country location of DETO]-related issues? **YES // NO**
- b. Will the DETO employee or their sponsoring spouse approve, influence, or participate in the process of, any official actions directly affecting the other, such as signing or directing the signature of any employment-related documents? **YES // NO**
- c. Will the DETO employee or their sponsoring spouse jointly control government resources, money, or property or jointly consult on, establish, or jointly exert influence over government policy? **YES // NO**
- d. Will the DETO employee or their sponsoring spouse have any responsibility for processing any employment-related actions for the other, such as funding, security clearances, awards, discipline, or travel? **YES // NO**
- e. Did the DETO applicant's spouse in any way exert influence over the consideration or approval of the employee's DETO agreement or other element of their employment in the domestic assignment or DETO arrangement? **YES // NO**

## **18. Chief of Mission (COM) Authority**

A U.S. government Executive Branch employee, while teleworking overseas, 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 arrangement before the employee may telework from the overseas location through the NSDD 38 process (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, an anti-nepotism review is required. In addition, the State 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. Reach out to [DETOPolicy@state.gov](mailto:DETOPolicy@state.gov) for additional guidance.

## **19. Duration**

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

For a sponsored DETO: This foreign assignment is scheduled to conclude on or about **(enter month/year the sponsoring employee's overseas assignment will end):**

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 completing an amended DETO agreement or DETO extension addendum. The DETO extension addendum can be requested from [DETOPolicy@state.gov](mailto:DETOPolicy@state.gov). Once the amended DETO agreement or extension addendum is fully signed, the **employing Agency** must request COM approval as follows: 1) through the NSDD 38 approval process if the duration of the original agreement was a year or longer OR if the original duration plus the extension are a total of a year or longer; or 2) through the eCC process if both the original duration AND requested extension together total less than a year.

## **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 **XX pay periods**. Once so notified by the employee, the supervisor must notify the **employing 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 amendment 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 arrangement if the supervisor determines that the deficient performance cannot be adequately addressed while remaining on the DETO arrangement, 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**

For DETOs residing in housing covered by the “Memorandum of Agreement between the Department of State and the Department of Defense to Facilitate Domestic Employee Teleworking Overseas Arrangements for U.S. Government Employees who Accompany Their DOD or Military or Civilian Employee Spouses on Assignments Abroad,” signed 17 April 2024, residential safety and security upgrades will not be applicable in most cases.

If there are required security upgrades and/or safety upgrades to residences not covered by this Agreement, all costs associated with required upgrades to a proposed DETO residence will be the responsibility of the **employing 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, and in accordance with the April 17, 2024, MOA, 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:**

- **Section three of this agreement accurately reflects the category of housing in which the DETO will reside and, if applicable, includes the name of the relevant U.S. military installation.**
- The **employing Agency**, 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.

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Print Employee's Name

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Employee's Signature & Date

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Print Supervisor's Name

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Supervisor's Signature & Date

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Print Agency Component Head's Name

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Agency Component Head's Signature & Date

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Print State Dept Host Regional Bureau EX  
Director's Name  
(to be filled in by State Department)

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Bureau Executive Director Signature & Date

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Print Host Post Management Counselor's Name  
(to be filled in by State Department)

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Post Mgmt Counselor Signature & Date<sup>3</sup>

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<sup>3</sup> 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.



