

WASHINGTON HEADQUARTERS SERVICES (WHS) DOMESTIC EMPLOYEES TELESWORKING OVERSEAS (DETO) AGREEMENT FOR DOD EMPLOYEES WORKING REMOTELY AT OR NEAR A U.S. EMBASSY OR CONSULATE

Between the Department of State, _____

and

_____ for a DETO arrangement.

DETO Agreement Overview:

Domestic Employees Telesworking Overseas (DETOs) enable Department of Defense (DoD) civilian personnel to fulfill their domestic work requirements and duties from an approved overseas location through DETO Agreements. These agreements are authorized under Section 4802 of Title 22, of the United States Code, and adheres to and aligns with the guidelines outlined in DoDI 1035.01 (January 8, 2024) "Telework and Remote Work" and are strictly temporary and require approval from the WHS-Serviced Component Head, or their designee. Pursuant to Section 4802 of Title 22, U.S.C., the Secretary of State has security responsibility for U.S. Government (USG) personnel whose alternative worksite is a foreign location that is not the location of the employee's regular worksite. Therefore, arrangements require Department of State (DoS) approval pursuant to its DETO program. Generally, the DoS does not approve DETO arrangements involving alternative worksites that are not within 25 miles of a U.S. Embassy, Consulate, or military installation with permanently assigned forces. Additional security requirements and threat assessments apply. Note, the WHS Teleswork Coordinator is responsible for submitting a finalized agreement to the DoS who may request revisions to this agreement at any time during the DETO arrangement approval process.

DoD & DoS Approval Process:

1. Upon review of DoDI 1035.1, the requesting supervisor and employee must initiate and sign this form for consideration and approval.
2. Employee's supervisor is responsible for routing this form along with supporting documents (e.g., telework/remote work agreement, position description) through the appropriate management channels to the applicable Office of Secretary of Defense (OSD) Component Head (Director, WHS, for WHS personnel or Principal Staff Assistant for OSD Components serviced by WHS) for approval and signature.
3. This agreement and any accompanying documents (following the Remote Work Arrangement procedures) are provided to the Assistant Director, Personnel Services Division (PSD) Office of the Secretary of Defense (OSD) and Defense Agencies and Field Activities (DAFA) Branch, Human Resources Directorate (HRD) for coordination.
4. Component's DETO coordinator sends the completed package to the WHS/HRD Teleswork Coordinator for submission to the DoS.
5. The WHS/HRD Teleswork Coordinator submits the package to the DoS Regional Bureau and requests coordination review by the DOS Regional Bureau Executive Director and the post Management Officer. If the DETO agreement is signed by DoS officials as part of the coordination process, then the WHS Teleswork Coordinator submits either a NSDD 38 request or, for DETO arrangements for fewer than 365 days, a Country Clearance (CC) request for COM approval. The sponsor's orders are not attached to either the NSDD 38 request or a CC request. However, if the DETO agreement is not initially signed by DoS officials as part of the coordination process, the WHS Teleswork Coordinator will work with the employee and their supervisor to satisfy any DoS requests for additional information and will additionally update them on the decision made by the COM.
6. Upon notification of approval from the WHS/HRD Teleswork Coordinator, the supervisor must submit, through PSD, a Standard Form (SF) 52 (Request for Personnel Action), along with the final signed version of this form, to PSD to change the employee's duty station to the alternate work site. Approved DETO Employees are authorized to receive locality pay in accordance with the requirements of Section 9717 of Public Law 117-263, the "James M. Inhofe National Defense Authorization Act for Fiscal Year 2023," effective December 23, 2022.

Voluntary Participation:

Employee acknowledges that a DETO arrangement is not an employee benefit or entitlement but is a temporary optional workplace flexibility that the DoD may approve to allow DoD civilian employees assigned to domestic positions to accomplish duties/work from an overseas location upon approval from the relevant COM. Employee voluntarily agrees to telework at the DoD and DOS-approved alternate work site indicated below. Employee must agree to comply with all applicable laws, regulations, and DoD policies and procedures, including those governing telework and DETO arrangements.

1. Employee Information:

a. Employee Name:	b. Employee's Position Title, Series and Grade:
c. Employee's Supervisor:	d. Employee's Home Office:
e. Name of U.S. Government Sponsor of Accompanied Overseas Assignment:	f. Title and Organization of U.S. Government Sponsor of Accompanied Overseas Assignment:
g. Overseas Duty Location/Post:	h. Regional Host DOS Bureau:
i. DETO Start Date (MM/YYYY):	j. DETO End Date (MM/YYYY):

2. Alternate Work Site

a. Employee's official domestic assigned position of record is located at:

b. Employee's temporary overseas alternate worksite (*overseas duty station*) is located at (*Please provide the complete address of the location and indicate whether it is the Embassy or a residence. If it is a residence, include the distance in miles from the Embassy and indicate whether it is Embassy-cleared housing. If the address for Embassy-provided housing is not yet available, please note "Embassy-provided residence"*):

3. 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 comply with any applicable policies and procedures for requesting and taking leave.

If applicable, please address below in the position duties whether the DETO will be traveling to other overseas work sites on a TDY or other official basis. If so, specify which ones and where they are located. Please also address whether the position has any regional responsibilities and note that any responsibility specific to the DETO "host" country will include a country-specific carve out.

Position duties include (*Please describe the duties of the position in a narrative format without directly copying from the Position Description*):

Note: Positions with duties that do not satisfy telework eligibility criteria in DoD Instruction 1035.01 and applicable OSD Component policies or involve reporting on or playing any substantive role in policy or administrative issues pertaining to the country or region in which the host bureau or DETO duty station is located, are generally ineligible for a DETO arrangement. Positions that require access to and/or handling of classified information are generally ineligible for a DETO arrangement unless the approved temporary, alternate worksite is at an embassy/consulate/mission and the required security standards are in place. In such cases, the employing organization must cover any International Cooperative Administrative Support Services (ICASS)-related costs required to make an embassy or military installation workspace available to the DETO. Employee and the employing organization will be responsible for coordinating any required workspace on installation or embassy.

4. Work Schedule and Hours of Duty

The employing organization and employee agree upon the following telework schedule while on DETO agreement. To the extent this schedule incorporates an alternative work schedule (AWS), this schedule must be consistent with any applicable hours of work policies of the employing organization.

Although an employee is entitled to U.S. Federal holidays; they are 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 request an appropriate category of leave to include: annual leave, leave without pay, or previously earned credit hours or compensatory time off. Furthermore, employee is not entitled to excused absences for closures/emergencies at the regular domestic worksite and agrees to work a regular schedule at the approved alternate worksite during any such events or request an appropriate category of leave.

The times below are based on the time zone at the overseas worksite. The time zone of the overseas worksite is [describe comparison (e.g., "Five hours earlier than" or "same as" _____)] the time zone at the regular domestic work site. The regular schedule at the alternate work site, using 24-hour time clock (e.g., 0800 – 1700) is:

Week 1 (first week of each pay period)

Monday:	to: _____	from: _____
Tuesday:	to: _____	from: _____
Wednesday:	to: _____	from: _____
Thursday:	to: _____	from: _____
Friday:	to: _____	from: _____

Week 2 (first week of each pay period)

Monday:	to: _____	from: _____
Tuesday:	to: _____	from: _____
Wednesday:	to: _____	from: _____
Thursday:	to: _____	from: _____
Friday:	to: _____	from: _____

5. 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 employing organization's applicable policies.

Employee agrees to request and use leave in accordance with the employing organization's 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. Failure to comply with applicable policies may result in corrective action.

6. Pay and Allowances

DETO employees are not authorized to receive overseas/foreign allowances.

Employee agrees to notify the supervisor and the WHS Telework Coordinator of the effective commencement date of the DETO arrangement before or upon arrival at the overseas alternate worksite to allow processing of an SF-50 (Notice of Personnel Action) to document the change in duty station pursuant to § 531.605, Title 5 of the Code of Federal Regulations (C.F.R.) At the end of the DETO arrangement, employee agrees to inform their Supervisor, and the WHS Telework Coordinator of the effective date of the termination of the DETO arrangement to allow WHS/HRD/PSD to process an SF-50 (Notice of Personnel Action) to document the change in duty station.

Employee and supervisor agree to notify PSD for purposes of processing a change in duty station to the overseas location. This means that the supervisor must submit appropriate personnel actions (e.g., Standard Form 52, "Request for Personnel Action") to the appropriate group box for PSD to process any change in duty location. Employees are authorized to receive locality pay in accordance with the requirements of Section 9717 of Public Law 117-263.

Under Section 9717 of Public Law 117-263, DETOs are authorized to receive locality pay that is the lesser of:

1. The amount of title 5 locality pay the employee would have been paid if the official duty station of the employee had not been changed to an overseas location under the DETO arrangement; OR
2. The amount of overseas locality pay the employee would be paid if the employee were an eligible member of the Foreign Service (i.e., designated class 1 or below for purposes of section 403 of the Foreign Service Act), as continued to be authorized under Section 9717 of Public Law 117-263 and continuing resolutions. As of February 2023, the current rate of Overseas Comparability Pay (OCP) is set at 2/3 of the Washington District of Columbia locality rate.

DETOs who are covered by either:

- a. A special rate under Section 5305, Title 5 of the United States Code (U.S.C.) or;
- b. A retained rate under Section 536, Title 5 of the C.F.R., will not receive this location-based comparability pay. This is due to Section 530.303(d), Title 5 of the C.F.R. that states an employee is only eligible for the greater of a special rate or a rate of basic pay under any other legal authority, including location-based comparability pay, or a retained rate.

Civil Service employees who are not eligible to receive locality pay under Section 5304, Title 5 of the U.S.C. will receive only the base rate of pay.

Notwithstanding anything in this paragraph, the employee agrees that the DETO arrangement is a temporary arrangement, will not begin before the start date listed in paragraph 19 of this agreement nor end after the termination date listed in paragraph 19 in the agreement, unless an amended DETO agreement is completed and an amended COM approval is obtained via the National Security Decision Directive (NSDD) 38 process, or CC.

The DETO arrangement is not a basis for the OSD Component to change the employee's rate of basic pay based on the grade of the position. Employee will be paid at the base rate of pay. DETOs are not entitled to receive the locality pay of the regular worksite because the DETO's duty station is the overseas alternate work site.

Because this request for remote work is voluntary, relocation expenses generally will not be approved. The employing organization is responsible for any temporary duty costs associated with official travel from the overseas worksite to the domestic worksite. The obligation of the employee to repay any erroneous entitlements cannot be waived if the employee knew or should have known that the payment was erroneous, and the employee failed to take corrective action. Nothing in this agreement entitles the employee to Permanent Change in Station (PCS) back to their regular work site upon termination of this agreement.

7. Overtime

Whether or not an employee will be eligible or entitled to receive overtime compensation will depend upon the nature of the duties and where the work is performed. The existing rules governing overtime in Title 5 U.S.C. (regulations in 5 CFR 550) and the Fair Labor Standards Act (regulations in 5 CFR 551) apply to telework arrangements with DETOs. All overtime must be approved in writing and in advance of the work being performed.

Overtime Requirements - must be completed with any applicable box checked.

_____ is a Civil Service employee who occupies a position that has been designated under the Fair Labor Standards Act (FLSA) as:

- ☐ **Exempt** – The employee is an FLSA exempt 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** – The employee is an FLSA non-exempt 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).

8. Administrative Support/Equipment

Organizations will work with their servicing information technology (IT) staff to ensure access to all required systems are compatible with the overseas duty location. DoD remote access software may be installed onto Government-furnished and personally-owned computers to enable access to unclassified DoD systems and networks consistent with criteria and guidelines established by the DoD Chief Information Officer and WHS requirements. Employee will use WHS approved government furnished equipment and networks to perform duties including accessing government email account, network resources and work-related websites. Supervisors, and employees should review the DD Form 2946 for instructions on costs, or reimbursements for equipment.

Other support: In cases where the DETO is accompanying a sponsor assigned to the mission under COM authority, post will provide ICASS services and workload costs unrelated to this telework agreement, at the same level of administrative support as provided to spouses of U.S. direct-hire employees. This includes services such as: Community Liaison Office services, Army Post Office privileges, and accreditation. Any additional ICASS services required in support of the DETO's alternative worksite, (e.g., embassy workspace/equipment) must be funded by the employing organization.

(Describe additional support needed, if required)

The employing organization must provide electronic and communication equipment and other supplies to support the DETO arrangement.

DETO arrangements are generally expected to be cost-neutral or have no (or only minimal) impact on the ICASS platform at missions abroad. If/when ICASS support services are needed beyond those ordinarily provided to eligible family members (EFMs), the employing organization agrees to fund through ICASS any costs necessary to support the DETO's official duties. Projected costs and organizational funding sources must be included with this DETO Agreement. Organizational cost estimation guidance is available from CGFS/ICASS: DETO "Cost Estimate" Template. Additional information about ICASS is available at: <https://fam.state.gov/fam/06fam/06fam0910.html>. Unless ICASS support services are specifically addressed in this Agreement, employee agrees that administrative support will be limited to that ordinarily provided to spouses of direct-hire U.S. officers at post.

(Describe any required travel)

9. Personnel Security/Medical

Employees who are approved for a temporary 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 are in place and have been met.

Employee will make available any residential alternate work site for survey by the DOS Regional Security Officer to ensure that information security requirements are observed, and official documents are properly handled. The security standards applicable to Executive Branch agencies under COM authority are laid out in the Overseas Security Policy Board Handbook (DOS Foreign Affairs Handbook (FAH) 12 FAH-6).

If the employee qualifies for eligibility for the DOS Medical Program based on family member status pursuant to the DOS Foreign Affairs Manual (FAM), 16 FAM 122.2, the employee will obtain a medical clearance for the overseas location of _____ from the DOS Bureau of Medical Services.

Copies of the clearance will be provided to the Embassy _____ and _____

10. Liability

Employee understands that 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.

11. Work Area

Employee agrees to complete a DoD Telework Agreement Form, DD Form 2946, including Section II, Safety Checklist, certifying conformance with safety standards at the alternate work site. The employee must provide a copy of this form to the supervisor and the WHS/HRD Telework Coordinator no later than 30 days after commencement of work at the overseas location. The employee agrees to ensure Telework training is completed and up to date prior to signing this agreement.

12. Alternative Work Site Costs

The employee understands that the U.S. Government will not be responsible for any operating costs that are associated with use of the employee's residence as an alternate work site, such as home maintenance, insurance, or utilities. Work-related long-distance (domestic and international) phone calls may be reimbursed by the agency in accordance with applicable law, regulations, and policies. Supervisors/employees should again refer to DD-2946 regarding reimbursements for such expenditures.

Any ICASS costs incurred in relation to the DETO arrangement are the responsibility of the employing organization.

13. Injury Compensation

Employee understands that 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 Federal Employees Compensation Act claim form.

14. Work Assignments/Performance

Employee agrees to 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's performance plan and appraisal, as applicable. The employee agrees to communicate as needed with co-workers, customers, and supervisor, as applicable and provide regular work status reports if required by the supervisor to help evaluate performance. The employee understands that a decline in performance and/or misconduct may provide a basis for terminating the DETO arrangement.

15. Information Security/Records Management

Employee agrees to 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. Care and judgment must be exercised with regard to records and information that are Sensitive But Unclassified (SBU)/Controlled Unclassified Information (CUI) and/or subject to the Privacy Act. Such documents will be handled in accordance with DoDI 5200.01. Organizations allowing employees access to these records offsite must ensure that appropriate administrative, technical, and physical safeguards are maintained in accordance with all applicable policies to protect the confidentiality and integrity of records.

16. Standards of Conduct

Employee agrees that they are 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 corrective action against an employee who fails to comply with the provisions of this agreement and/or other applicable policies and regulations.

17. Anti-Nepotism Review (ANR)

Before COM approval for the DETO arrangement can be submitted, an anti-nepotism review (ANR) will be required if the DETO candidate is the spouse of the COM, Deputy COM, 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. COM Authority

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 CC 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 CC will be sent to the COM.

19. Duration and Cancellation

This temporary telework arrangement begins in _____ and terminates in _____
 The agreement automatically terminates upon completion of the employee's spouse's tour of duty (e.g. USG agency/military branch in _____ which is scheduled to conclude on or about _____ or on the telework agreement listed above, whichever is earlier in time. Additional time, on a biennial basis, may be requested by presenting an amended DETO agreement and seeking permission from the COM through the NSDD 38 approval process. This DETO re-approval process also applies in cases where the USG spouse has had his/her posting extended through an amendment of orders.

DETO arrangements may not exceed the initial overseas assignment duration of an employee's USG sponsor. A sponsored DETO arrangement may not exceed 5 years. An independent DETO arrangement may not exceed 3 years.

The DETO arrangement will be reviewed by the employee's supervisor on a semi-annual basis to ensure that it meets the needs of the employing organization and the employee. Either the supervisor or employee may cancel a DETO with written justification submitted 30 calendar days before effective date of cancellation. Additionally, supervisors retain the authority to amend a DETO agreement at any time, by providing written justification based on the needs of the office, and with prior notification to the employee of 60 calendar days.

SIGNATURE PAGE

Submission of this form does not constitute final approval of a DETO arrangement. The signed agreement indicates that the DoD employee is an approved candidate and allows the NSDD 38/CC process to move forward. An Anti-Nepotism Review (ANR), if applicable, must be approved as a part of the entire approval process. The DETO arrangement must not commence until it receives official approval. Official approval occurs only after the COM agrees to the DETO arrangement through the NSDD 38 approval process (for DETO arrangements of one year or longer) or through the electronic CC process (for DETO arrangements of less than one year).

Employee's Name

Employee's Signature and Date

Supervisor's Name

Supervisor's Signature and Date

OSD Component Head Name

OSD Component Head Signature and Date

WHS/HRD Human Resources Officer Name (Consent)

WHS/HRD Human Resources Officer Signature and Date

FOR USE BY DOS

Host Bureau EX Director's Name

Executive Director Signature and Date

Print Host Post Management Counselor's Name

Signature and Date¹

¹ 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.