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Service agreement on training and phishing simulation for the teaching staff

Template for schools, version as of 09.10.2026 · between the school management of _____ and the local staff council (Örtlicher Personalrat)

What this template is for: a phishing simulation among the teaching staff may affect the co-determination rights of the staff council (Personalrat) (§ 74 LPVG BW, Baden-Württemberg Staff Representation Act: technical facilities suitable for monitoring conduct or performance; please check the current version). This agreement governs purpose, procedure and limits in such a way that nobody is monitored or exposed. It is tailored to the processing at secureIT; adaptations are expressly welcome. If the school does not have its own staff council, the general teachers' conference (Gesamtlehrerkonferenz) takes its place. The template does not replace legal advice.

§ 1 Subject matter and purpose

(1) Together with the provider secureIT UG (haftungsbeschränkt), the school carries out training on IT security and phishing for teachers, followed by simulated phishing emails ("simulation"). The programme is free of charge for the school.

(2) The sole purpose is the training of teachers, strengthening the security culture at the school and the personal training record. There is no monitoring of the conduct or performance of individual teachers. Official performance appraisals remain unaffected.

§ 2 Scope

This agreement applies to all teachers and educational staff of _____ who take part in the training. Participation is voluntary; those who do not take part suffer no disadvantage.

§ 3 Procedure

1. **Information in advance:** before the start, the teaching staff are informed about purpose, procedure and data processing by means of the info sheet, for example at the general teachers' conference.
2. **Training first:** each person receives personal access to the online course (around 45 minutes, at their own pace, as working time). The simulation only begins once the course has been completed.
3. **Announced simulation:** the teachers know that three simulated phishing emails will arrive at their work address during the term. The exact timing is not disclosed.
4. **Learning moment instead of sanction:** anyone who clicks on a simulation immediately sees a page that explains what happened. There is no report to the school management, no entry in the personnel file, no meeting.
5. **Term:** a run lasts no more than _____ weeks. Repetitions take place no more than once per school year, unless otherwise agreed.

§ 4 Evaluation without personal reference

(1) The school management sees who has completed the online course (for the training record) and how many persons have finished the practical part. Nothing more.

(2) There is no list of which person clicked on a simulated email. The provider does not make such a list available to the school management. The simulation only starts if at least three persons take part.

(3) Each person sees only their own result. The training certificate confirms participation, content and scope, not click behaviour.

(4) Results of the simulation are not used for official performance appraisals, personnel measures or performance reviews.





§ 5 Data processing and erasure

(1) The following are processed: name, work email address, course completion with date and technical events of the simulation (delivery, opening, click, report). Passwords are never stored during the simulation, only the fact that something was entered.

(2) Processing takes place on servers in Germany on behalf of the school (Art. 28 GDPR). The data processing agreement is concluded upon registration of the school account and is available as a PDF.

(3) Personal event data of the simulation is archived after the run has been completed, not evaluated further and deleted after no more than 12 months. The certificate itself is deleted from the server after 60 days; teachers keep their own copy. Only the number remains verifiable.

§ 6 Rights of teachers

(1) Participation in the training counts as working time. (2) Each person can view their own result and request access under Art. 15 GDPR. (3) Complaints about the procedure or the evaluation can be addressed to the staff council or to the school's data protection officer.

§ 7 Rights of the staff council

(1) The staff council receives the same overview as the school management (participation and course completions, no individual results). (2) The staff council is informed before each further run; material changes to the procedure require an amendment to this agreement. (3) The staff council may have the simulation (not the training) suspended at any time if there is a breach of § 4.

§ 8 Final provisions

This agreement enters into force upon signature and may be terminated with three months' notice to the end of a month; it continues to apply until a new agreement is concluded. Should any provision be invalid, the remainder of the agreement remains valid.

Place, date · School management

Place, date · Chair of the local staff council

This template is provided free of charge by secureIT UG (haftungsbeschränkt). It is a suggested wording, not legal advice. Please review it before signing with the school authority (Schulträger), your legal advisers or the data protection officer. Source: secureit.icu/schulen

