Record of processing activities (template)

Version of 18 November 2026 · Translation for information. The German version is binding.

How to use this template

The school keeps the record as controller (Art. 30(1) GDPR). This template provides one pre-filled entry per area of SchuleVernetzt. The school takes over the entries of the areas it uses, strikes out the others and completes the fields in square brackets, such as [name of the school]. Its other processing, for instance in the Land's school administration program, is not part of this template.

The information on the platform matches the data processing agreement and its Annex 4. An editable Word version is available.

General information (applies to all entries)

Item	Entry
Controller (point (a))	[name and address of the school], represented by [name of the head of school], [telephone, e-mail]
Data protection officer (point (a))	[name, address, e-mail]
Joint controllers	None; for cross-school courses in a network see entry 10: [check].
Processor	SavePaperwork, owner Andreas Gerum, Höfatsstraße 16, 86163 Augsburg, Germany; data processing agreement of [date]. Sub-processors under Annex 2: TrafficPlex GmbH (lima-city), Bremen, with a data centre in Frankfurt am Main and backups in Helsinki; Wasabi Technologies LLC, Boston (USA), storage location Frankfurt am Main, for encrypted files only.
Transfers to third countries (point (e))	No transfers to third countries are planned; all storage locations are in the EU. The storage provider for files is a US company and receives ciphertext only; standard contractual clauses apply to any access from the USA (Art. 46(2)(c) GDPR). The browsers' push services receive encrypted messages only and are not sub-processors.
Time limits for erasure (point (f))	Per entry. The periods of the Land are proposed; the school confirms them in the settings. Land: [Land], periods confirmed on [date].
Technical and organisational measures (point (g))	Annex 1 to the data processing agreement (“TOM”, numbered as there) and the school's measures under section 5 of the impact assessment.
Record last updated	[date, name]

Entry 1: Pupil list, class register and attendance

Item under Art. 30(1) GDPR	Entry
Purposes (point (b))	Keeping classes and courses; recording lessons (topic, homework) and attendance; documenting educational observations about individual children.
Legal basis	Art. 6(1)(e) and (3) GDPR in conjunction with [data protection provisions of the Land's school act and regulation].
Categories of data subjects (point (c))	Pupils; teachers as authors of entries.
Categories of personal data (point (c))	First name, surname, class, period of a duty to present a medical certificate, link to parents; attendance per lesson (present, absent, late, excused), lesson topic, homework; entries about a child (homework forgotten, material missing, praise, reprimand, other) with text, author and date; course enrolment and course attendance.

Item under Art. 30(1) GDPR	Entry
Recipients (point (d))	Teachers of their classes and courses, school leadership; the office only with the release “read class register entries”. Entries about a child are never visible to parents. Via the class link without login only the timetable and homework, no names. Processor SavePaperwork with sub-processors (Annex 2).
Transfers to third countries (point (e))	None; see general information.
Time limits for erasure (point (f))	Attendance, course attendance and entries about a child: automatically after the Land's confirmed period “class register and attendance”. Pupil list: deleted by the school itself, [period, for instance after leaving school].
Technical and organisational measures (point (g))	TOM 1, 2, 4 (entries about a child encrypted; offline class register).

Entry 2: Sick notes

Item under Art. 30(1) GDPR	Entry
Purposes (point (b))	Receiving and processing sick notes from parents, excusing absences, following up a duty to present a medical certificate.
Legal basis	Art. 6(1)(e) and (3) and Art. 9(2)(g) GDPR in conjunction with [the Land's provisions on compulsory schooling and excusing absences]. Restrictions apply in Berlin, Brandenburg and North Rhine-Westphalia (impact assessment, section 3.8).
Categories of data subjects (point (c))	Pupils; parents as reporting persons; school staff processing the notes.
Categories of personal data (point (c))	Period, status, reporting person, time the certificate was received, uploaded medical certificate; reason for illness as free text only if the question is switched on. Health data under Art. 9 GDPR.
Recipients (point (d))	Only the school leadership, office and class teacher read the reason for illness; every view is logged. Parents see their own notes. The browser's push service for the certificate reminder without the child's name if push is switched on. Processor; the storage provider receives certificates encrypted only.
Transfers to third countries (point (e))	None; see general information.
Time limits for erasure (point (f))	Automatically including the certificate after the Land's confirmed period “sick notes”, counted from the last day of absence.
Technical and organisational measures (point (g))	TOM 1 (reason off by default), TOM 4 (roles, encryption of reason and certificate, private storage), TOM 6 (log of read access).

Entry 3: Grades and reports

Item under Art. 30(1) GDPR	Entry
Purposes (point (b))	Assessing performance, keeping grades, producing reports and coordination between subject teachers and the class teacher.
Legal basis	Art. 6(1)(e) and (3) GDPR in conjunction with [the Land's provisions on assessment and reports]. In Berlin interim grades during the year only locally on official devices (§ 10(4) SchuldatenV).
Categories of data subjects (point (c))	Pupils; teachers.

Item under Art. 30(1) GDPR	Entry
Categories of personal data (point (c))	Subject, grade, date, weighting, comment; report per half-year with subject grades, texts, remarks and queries; the school's text modules.
Recipients (point (d))	Subject teacher, class teacher, school leadership; the office only with the release “read grades” or “print reports”. Parents see neither grades nor reports in the platform. Processor.
Transfers to third countries (point (e))	None; see general information.
Time limits for erasure (point (f))	No automatic deletion; the school deletes itself: [period under the Land's law]. The school keeps copies of leaving and final reports for its Land's period (column “reports” of the retention table).
Technical and organisational measures (point (g))	TOM 4 (grades, comments and report texts encrypted), TOM 3 (changes logged with old and new value).

Entry 4: Circulars and notice board

Item under Art. 30(1) GDPR	Entry
Purposes (point (b))	Informing parents and staff, collecting acknowledgement, confirmation and replies; notices, documents and material for staff.
Legal basis	Art. 6(1)(e) GDPR in conjunction with [the Land's school law]; in Bavaria Annex 1 section 3 BaySchO. In Berlin only after approval by the school supervisory authority (§ 18 SchuldatenV).
Categories of data subjects (point (c))	Parents; pupils (assignment); teachers and school staff.
Categories of personal data (point (c))	Title, text, translations, up to five attachments, recipients; per recipient the time read, confirmation, reply and reply channel. Notice board, documents and material: title, text, validity, attachment, author.
Recipients (point (d))	The chosen recipients; the school sees read status and replies. E-mail with title and excerpt, without attachments, to the recipients' mailboxes; the browser's push service if push is switched on. School-wide notices also via the class link and the lobby display. Processor.
Transfers to third countries (point (e))	None; see general information.
Time limits for erasure (point (f))	Read receipts and replies as well as notice board posts: automatically after the confirmed period (default twelve months; no statutory period). Circulars themselves, documents and material: deleted by the school itself, [period].
Technical and organisational measures (point (g))	TOM 1 (mail without attachments), TOM 3 (check of uploaded files), TOM 4 (files encrypted, delivery only after an authorisation check).

Entry 5: Messages

Item under Art. 30(1) GDPR	Entry
Purposes (point (b))	Written communication between parents and teachers or the school leadership.
Legal basis	Art. 6(1)(e) GDPR in conjunction with [the Land's school law]; in Bavaria Annex 1 section 3 BaySchO. In Berlin only after approval by the school supervisory authority (§ 18 SchuldatenV).
Categories of data subjects (point (c))	Parents; teachers and school leadership; pupils a message refers to.
Categories of personal data (point (c))	Subject, text, participants, reference to a child or a class, read status.

Item under Art. 30(1) GDPR	Entry
Recipients (point (d))	The participants of the conversation. E-mail notice without subject or excerpt; push with the sender's name only. Processor.
Transfers to third countries (point (e))	None; see general information.
Time limits for erasure (point (f))	No automatic deletion; deleted by the school itself, [period, for instance at the end of the following school year].
Technical and organisational measures (point (g))	TOM 1 (minimal notifications), TOM 4 (subject and text encrypted).

Entry 6: Timetable, substitution plan and staff absence reports

Item under Art. 30(1) GDPR	Entry
Purposes (point (b))	Planning lessons and substitutions, informing staff, parents and classes, recording staff absences.
Legal basis	Art. 6(1)(e) and (3) GDPR in conjunction with [the Land's school law]; for teachers Art. 88 GDPR in conjunction with [the Land's employee data protection rules].
Categories of data subjects (point (c))	Teachers.
Categories of personal data (point (c))	Teacher's name and initials, class, subject, room, time, substitution; no pupil names. Imports from Untis, Indiware, Somtoday and spreadsheets. Absence report with period and source only, never with a reason.
Recipients (point (d))	Staff; parents and classes for their class's plan, also via the class link; lobby display without absent teachers; school authority only as the key figure lessons cancelled. Processor.
Transfers to third countries (point (e))	None; see general information.
Time limits for erasure (point (f))	Absence reports: automatically after the confirmed period (default twelve months after the last day of absence; no statutory period). Timetable and substitution plan: deleted by the school itself, [period].
Technical and organisational measures (point (g))	TOM 1 (no reason, lobby display without absent teachers), TOM 4.

Entry 7: Consultation days and office hours

Item under Art. 30(1) GDPR	Entry
Purposes (point (b))	Allocating appointments between parents and teachers, including for persons without an account.
Legal basis	Art. 6(1)(e) GDPR in conjunction with [the Land's school law].
Categories of data subjects (point (c))	Parents; persons booking without an account; teachers; pupils (reference).
Categories of personal data (point (c))	Appointment, teacher, parent, child; for a public booking without an account the name, e-mail address and note of the person booking.
Recipients (point (d))	The teacher booked and the school staff organising the consultation day; the person booking for their own appointment. Processor.
Transfers to third countries (point (e))	None; see general information.
Time limits for erasure (point (f))	Automatically twelve months after the end of the appointment (a default the school can change), including the name, email and note of people who book publicly.

Item under Art. 30(1) GDPR	Entry
Technical and organisational measures (point (g))	TOM 4, TOM 7.

Entry 8: Accounts, portals and notifications

Item under Art. 30(1) GDPR	Entry
Purposes (point (b))	Login and rights management for the admin area, teacher and parent portals and the school authority overview; class link and lobby display without an account; notifications by e-mail and push.
Legal basis	Art. 6(1)(e) GDPR in conjunction with [the Land's school law] for parents; Art. 6(1)(b), (c) and (e), Art. 88 GDPR in conjunction with [the Land's employee data protection rules] for staff. Push is voluntary.
Categories of data subjects (point (c))	School leadership, office, teachers, parents, school authority staff.
Categories of personal data (point (c))	Name, e-mail address, password as a hash only, role, language, invitation and login times, invitation and reset tokens, optional second factor, link to the school login; link between parents and their children; push subscription (endpoint, key, browser identifier). School authority overview with key figures only, without persons.
Recipients (point (d))	School leadership for account administration; the school's school login provider, if set up; the browser's push service (encrypted message); recipients' e-mail providers, also for invitations that name the children. Processor.
Transfers to third countries (point (e))	None; see general information.
Time limits for erasure (point (f))	No automatic deletion; the school removes accounts when a person leaves or the child leaves school, [period]. “Stay logged in” ends after seven days; reset links are valid for 24 hours.
Technical and organisational measures (point (g))	TOM 4 (hash, rate limiting, puzzle, second factor, school login).

Entry 9: Audit log

Item under Art. 30(1) GDPR	Entry
Purposes (point (b))	Proof of proper processing and data protection control; investigating errors and breaches. No performance or behaviour control of staff.
Legal basis	Art. 6(1)(c) GDPR in conjunction with Art. 5(2) and Art. 32 GDPR; in Hesse § 8(5) SchDSV (documentation of access). Use under [service agreement of date].
Categories of data subjects (point (c))	All users, above all staff; indirectly the persons whose records an entry refers to.
Categories of personal data (point (c))	Who created, changed or deleted which record and when, with old and new value, sensitive values redacted; read access to lists with sensitive data, summarised per day, person and list; no IP addresses.
Recipients (point (d))	School leadership; [the school's data protection officer on request]; inspection by the staff council under the service agreement. Processor.
Transfers to third countries (point (e))	None; see general information.
Time limits for erasure (point (f))	Read access automatically after 90 days (except records of answered access requests); these records and changes as long as the school account exists.

Item under Art. 30(1) GDPR	Entry
Technical and organisational measures (point (g))	TOM 1, 3, 6.

Entry 10: School network

Item under Art. 30(1) GDPR	Entry
Purposes (point (b))	Cooperation between several schools: supply teaching between schools (substitution pool), cross-school courses, shared material.
Legal basis	Art. 6(1)(e) GDPR in conjunction with [the Land's provisions on cooperation between schools]. For joint courses check whether an arrangement under Art. 26 GDPR is required: [result].
Categories of data subjects (point (c))	Teachers; pupils in cross-school courses.
Categories of personal data (point (c))	Substitution pool: name and contact details of a supply teacher, only after release by their school. Courses: teacher, enrolled pupils, course attendance. Material: title, attachment, author.
Recipients (point (d))	Partner schools in the network, only for the areas the school has released; leaving blocks access immediately. Processor.
Transfers to third countries (point (e))	None; see general information.
Time limits for erasure (point (f))	Course attendance: automatically after the Land's confirmed period “class register and attendance”, as in entry 1. Substitution pool, courses and material: deleted by the school itself, [period]. After leaving, the partner school no longer sees anything.
Technical and organisational measures (point (g))	TOM 5 (the network shares nothing without consent per area), TOM 4.