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COMMITTEE ON
EDUCATION AND WORKFORCE
U.S. HOUSE OF REPRESENTATIVES
2176 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-6100

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September 29, 2025

Rebecca Pringle
President
National Education Association
1201 16th Street, NW
Washington, DC 20036-3290

Dear Ms. Pringle:

The Committee on Education and Workforce (Committee) is investigating whether the National Education Association (NEA) and its wholly controlled subsidiary, NEA Member Benefits (NEA MB), have profited at the expense of its union members by steering them into high-fee retirement products marketed through the NEA Retirement Program (Program)¹. The Program is offered exclusively through Security Benefit (SB), which markets and sells 403(b) annuities and mutual fund products to NEA members under SB's agreement with NEA MB. The Committee is conducting this investigation to understand the extent to which such activity is compromising the integrity of union workers' retirements and the need for making reforms to labor standards and retirement law.

According to a 2024 U.S. Securities and Exchange Commission filing, "NEA MB receives from SB an annual base fee, which in 2023-2024 was \$4,000,000," for the exclusive right to market retirement products offered through the Program.² The same filing states that "no dividends, royalties, profit, or licensing fees are returned to NEA." However, that assertion appears to be contradicted by the NEA's own Department of Labor Form LM-2 reports. The LM-2s show that, since 2005, the NEA has recorded more than \$61 million in Schedule 14 "Other Receipts" from NEA MB, frequently labeling those transfers as "service level agreement" or "advertising revenue"—even in years when no other advertising revenue appears.³ Furthermore, for more than a decade, the NEA treated NEA MB as a wholly-owned subsidiary and reported the union's

¹ Freddy Brewster, *Largest U.S. Teachers Union Allows Private Equity to Prey on Educators*, LEVER, Dec 11, 2023, <https://www.levernews.com/largest-u-s-teachers-union-allows-private-equity-to-prey-on-educators/>.

² NEA MEMBER BENEFITS, FORM ADV PART 2A BROCHURE (Nov. 14, 2024), https://files.adviserinfo.sec.gov/IAPD/Content/Common/crd_iapd_Brochure.aspx?BRCHR_VRSN_ID=930536.

³ Aggregate of Schedule 14 "Other Receipts" credited to "NEA Member Benefits Corporation" FY 2005-2024 (NEA LM-2 filings) (file number 000342), <https://olmsapps.dol.gov/olpdr/>.

equity interest in NEA MB on LM-2 Schedule 7, most recently reporting a book value for NEA MB of \$46,588,548 for FY 2020.⁴ Taken together, the NEA's equity stake and the more than \$61 million in "Other Receipts" compel scrutiny of whether the NEA is using NEA MB as a revenue conduit at the expense of teachers' and other union members' retirement security.

NEA-chartered state education associations likewise profit when union members enroll in the endorsed products. NEA MB pays these associations "up to \$15 for each new participant and up to \$0.80 per year for each ongoing participant" in certain NEA-sponsored financial service programs with a minimum of "up to \$10,000 per year to each such state association."⁵ Such per-capita incentives create concerning conflicts of interest and cast doubt on whether union members are receiving impartial advice about their retirement savings.

The Committee is committed to protecting the financial well-being of America's educators and ensuring that any endorsement arrangements operate with full transparency, in the best interests of union members, and that union officials meet their legal fiduciary responsibilities. Accordingly, to assist the Committee in determining whether legislative action is warranted, please produce the documents and information listed below no later than October 13, 2025:

1. Contracts, memoranda of understanding, or other agreements in effect at any time since January 1, 2015, between NEA MB and each vendor whose retirement products NEA MB endorses;
2. Documents sufficient to show what payments SB or its affiliates have made to the NEA or any NEA affiliate since January 1, 2015, in addition to the annual base fee described above;
3. All service level agreements, advertising revenue agreements, or any agreement with respect to cost recoveries from NEA MB since January 1, 2005, between the NEA and NEA MB;⁶
4. The calculations or methodologies of the cost recoveries from NEA MB since Fiscal Year (FY) 2012;⁷

⁴ NEA reported NEA Member Benefits as a subsidiary on its Form LM-2 through the year ended August 31, 2020, but for later years, NEA reports NEA Member Benefits as a trust on its Forms LM. *Contrast* Nat'l Educ. Assoc., FORM LM-2 LABOR ORGANIZATION ANNUAL REPORT, at "Schedule 14 – Other Receipts" (signed Nov 25, 2020) (on file as "LM-2(Nov 25, 2020)," report no. 000342, with the Dep't of Lab., Off. of Lab.-Mgmt. Standards, <https://olmsapps.dol.gov/olpdr/>) with Nat'l Educ. Assoc., FORM LM-2 LABOR ORGANIZATION ANNUAL REPORT, at "Schedule 14 – Other Receipts" (signed Nov 29, 2021) (on file as "LM-2(Nov 29, 2021)," report no. 000342, with the Dep't of Lab., Off. of Lab.-Mgmt. Standards, <https://olmsapps.dol.gov/olpdr/>).

⁵ NEA MEMBER BENEFITS, *supra* note 2, at 6.

⁶ Advertising revenue agreements first appear in FY 2005, cost recoveries first appear in FY 2012, and service level agreements first appear in FY 2013. "NEA Member Benefits Corporation" FY 2005-2024 (NEA LM-2 filings) (file number 000342), <https://olmsapps.dol.gov/olpdr/>.

⁷ *Id.*

5. Documents sufficient to show every amount paid by NEA MB (or by any vendor at NEA MB's direction) to NEA or any NEA affiliates for participation of any kind in benefit or financial services programs, including any formulas used to calculate payments, since January 1, 2015;
6. Annual data for FYs 2015-2024 on the number of NEA members enrolled in each endorsed retirement product and the total dollar value of all assets held in those members' accounts, disaggregated by state association;
7. For each investment option offered through the Program, provide annual performance of the investment option for each of the calendar years from 2015 through 2024 both (a) net of all fees and expenses and (b) gross of all fees, and identify every fee or expense charged to participants;
8. Current policies, procedures, or guidance addressing conflicts of interest, vendor due diligence, fee disclosure, and fiduciary responsibilities related to member benefit programs;
9. Documents sufficient to show the due diligence or monitoring that NEA MB performed regarding SB or its products since January 1, 2015;
10. Documents sufficient to show the process and criteria NEA MB used to select, renew, or terminate SB as the exclusive provider of NEA endorsed retirement products, including any written evaluation or decision memorandum;
11. Documents sufficient to show NEA MB's actual or projected usage of the NEA 360 LLC platform and the basis for NEA MB's one-third ownership interest in NEA 360 LLC;⁸
12. An explanation for NEA's decision to convert NEA MB from a "Delaware for-profit corporation to a D.C. taxable non-profit corporation," and any documents referenced in that explanation;⁹
13. Audited financial statements for NEA MB for each of the calendar or fiscal years, as applicable, ending in 2021 through 2024.

⁸ NEA 360 LLC is split between NEA and NEA MB and the Committee is interested in determining whether the current interest ownership is proportional to usage of NEA 360. *NEA Member Benefits Corporation Audited Financial Statements*, CALIBRE CPA GRP., at 8 (August 31, 2018) (on file as "NEA Member Benefits Corporation Audited Financial Statements.pdf," report no. 000-342, with Dep't of Lab., Off. of Lab.-Mgmt Standards, <https://olmsapps.dol.gov/olpdr/> (filed Nov. 29, 2018)).

⁹ *NEA Member Benefits and Subsidiary Consolidated Financial Statements*, CALIBRE CPA GRP. at 8 (August 31, 2020) (on file as "NEA Member Benefits FS.pdf," report no. 000-342, with Dep't of Lab., Off. of Lab.-Mgmt Standards, <https://olmsapps.dol.gov/olpdr/> (filed Nov. 25, 2020)).

The Committee has jurisdiction over “labor generally,” as set forth in House Rule X,¹⁰ this includes jurisdiction over the *Labor-Management Reporting and Disclosure Act*, which was enacted to address “corruption” of labor unions and “other failures to observe high standards of responsibility and ethical conduct” as well as to “eliminate or prevent improper practices on the part of labor organizations,” and to that end requires labor organizations to file financial reports annually with the U.S. Department of Labor.¹¹ The Committee also has jurisdiction over the *Employee Retirement Income Security Act*, which sets minimum standards for most voluntarily established retirement and health plans in private industry to provide protection for individuals in these plans.¹² This investigation is part of the Committee’s consideration of how best to strengthen laws governing labor unions and retirement security.¹³ Your responses to the Committee’s requests may provide important assistance to Congress in determining whether legislative changes are warranted.¹⁴

Thank you for your prompt attention to this request.

Sincerely,



Tim Walberg
Chairman



Rick W. Allen
Chairman
Subcommittee on Health, Employment,
Labor, and Pensions



Kevin Kiley
Chairman
Subcommittee on Early Childhood,
Elementary, and Secondary Education



Virginia Foxx
Member

¹⁰ RULES OF THE U.S. HOUSE OF REPRESENTATIVES, Rule X cl. 1(e)(6) (119th Cong.) (2025).

¹¹ 29 U.S.C. §§ 401(b)-(c), 431(b); RULES OF THE COMM. ON EDUC. & WORKFORCE 3 (119th Cong.) (jurisdiction over *Labor-Management Reporting and Disclosure Act*), <https://docs.house.gov/meetings/ED/ED00/20250115/117778/HMTG-119-ED00-20250115-SD002.pdf>.

¹² RULES OF THE COMM. ON EDUC. & WORKFORCE 3 (119th Cong.) (jurisdiction over ERISA), <https://docs.house.gov/meetings/ED/ED00/20250115/117778/HMTG-119-ED00-20250115-SD002.pdf>.

¹³ COMM. ON EDUC. & WORKFORCE, SUBMISSION OF OVERSIGHT PLAN 4-5 (119th Cong.) (2025) (summarizing oversight on union accountability and transparency and retirement security and pensions), <https://www.congress.gov/119/meeting/house/117778/documents/HMTG-119-ED00-20250115-SD001.pdf>.

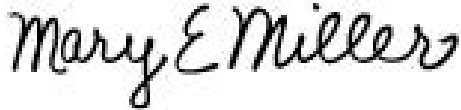
¹⁴ See *Trump v. Mazars USA*, 591 U.S. 848, 863 (2020) (internal citations omitted).



Glenn Grothman
Member



Burgess Owens
Member



Mary E. Miller
Member



Robert F. Onder
Member



Michael Baumgartner
Member



Mark Harris
Member



Randy Fine
Member

Enclosure

Responding to Committee Document Requests

1. The National Education Association's (NEA) response to questions and request(s) should be answered or provided in a separate document and not included inside a narrative response.
2. In complying with this request, you should produce all responsive documents that are in NEA's possession, custody, or control, whether held by you or other past or present employees of NEA, or a representative acting on your behalf. Your response should also produce documents that you have a legal right to obtain, that NEA has a right to copy or to which you have access, or that you have placed in the temporary possession, custody, or control of any third party.
3. Records, documents, data, or information that have been requested and/or are related to underlying requests should not be destroyed, modified, removed, transferred or otherwise made inaccessible to the Committee on Education and Workforce (the "Committee").
4. If any entity, organization, or individual denoted in this request has been, or is also known by any other name than that herein denoted, the request shall be read also to include that alternative identification.
5. The Committee's preference is to receive documents in electronic form (i.e., email, CD, memory stick, or thumb drive) in lieu of paper productions. To the extent responses are provided in paper form, any documents that are stapled, clipped, or otherwise fastened together should not be separated. Documents produced in response to a request should be produced together with copies of file labels, dividers, or identifying markers with which they were associated when this request was issued.
6. Regardless of format, documents produced pursuant to this request should be produced in the order in which they appear in your files and should not be rearranged. Indicate the office or division and person from whose files each document was produced.
7. Regardless of format, documents produced to the Committee should include an index describing the contents of the production and a total page count for the entire production. To the extent more than one CD, hard drive, memory stick, thumb drive, box or folder is produced, each CD, hard drive, memory stick, thumb drive, box, or folder should contain an index describing its contents. Documents produced in electronic format should also be identified and indexed electronically.
8. Electronic document productions should be prepared according to the following standards:
 - (a) The production should consist of single page Tagged Image File ("TIF"), files accompanied by a Concordance-format load file, an Opticon reference file, and a file defining the fields and character lengths of the load file.
 - (b) Document numbers in the load file should match document Bates numbers and TIF file names.

(c) If the production is completed through a series of multiple partial productions, field names and file order in all load files should match.

9. All documents shall be Bates-stamped sequentially and produced sequentially.
10. When you produce documents, you should individually identify the paragraph, question number, or request number in the Committee's request to which the documents respond.
11. It shall not be a basis for refusal to produce documents that any other person or entity—either inside or outside of NEA—also possesses non-identical or identical copies of the same documents.
12. If any of the requested information is only reasonably available in machine-readable form (such as on a computer server, hard drive, or computer backup tape), NEA's staff should consult with the Committee's staff to determine the appropriate format in which to produce the information.
13. If compliance with any request cannot be made in full, compliance shall be made to the extent possible and shall include a written explanation of why full compliance is not possible.
14. If NEA does not expect to produce all documents responsive to a request by the date requested, NEA's staff shall consult with the Committee as soon as it is known NEA cannot meet the deadline, but no later than 24 hours before the due date to explain:
 - (a) what will be provided by the due date;
 - (b) why NEA believes certain materials cannot be produced by the due date; and
 - (c) NEA's proposed timeline for providing any omitted information.
15. If any document responsive to this request was, but no longer is, in your possession, custody, or control, or has been placed into the possession, custody, or control of any third party and cannot be provided in response to this request, you should:
 - (a) identify the document, including its date, author, subject, and recipients;
 - (b) explain the circumstances under which the document ceased to be in your possession, custody, or control, or was placed in the possession, custody, or control of a third party;
 - (c) state how the document was disposed of;
 - (d) identify the name, current address, and telephone number of the person who currently has possession, custody, or control over the document;
 - (e) state the date of disposition; and
 - (f) identify the name, current address, and telephone number of each person who authorized said disposition or who had or has knowledge of said disposition.

16. If any document responsive to this request cannot be located, identify the document and describe with particularity the efforts made to locate the document and the specific reason for its disappearance, destruction, or unavailability.
17. In the event that a document or portion of a document is withheld on the basis of alleged privilege, provide a privilege log containing the following information concerning any such document or redaction:
 - (a) Bates number(s);
 - (b) the alleged privilege asserted and the grounds therefor;
 - (c) the type of document;
 - (d) the general subject matter;
 - (e) any other description necessary to identify the document;
 - (f) the date, author, and addressee; and
 - (g) the relationship of the author and addressee to each other.

If a claimed privilege applies to only a portion of any document, that portion only should be withheld and the remainder of the document should be produced.

18. Any objections or claims of privilege are waived if you fail to provide an explanation of why full compliance is not possible and a log identifying with specificity the ground(s) for withholding each withheld document prior to the request compliance date.
19. In complying with the request, be apprised that (unless otherwise determined by the Committee) the Committee does not recognize: any purported non-disclosure privileges associated with the common law including, but not limited to, the deliberative-process privilege, the attorney-client privilege, and attorney work product protections; any purported privileges or protections from disclosure under the *Freedom of Information Act*; or any purported contractual privileges, such as non-disclosure agreements.
20. Any assertion by a request recipient of any such non-constitutional legal bases for withholding documents or other materials, for refusing to answer any deposition question, or for refusing to provide hearing testimony, shall be of no legal force and effect and shall not provide a justification for such withholding or refusal, unless and only to the extent that the Committee (or the chair of the Committee, if authorized) has consented to recognize the assertion as valid.
21. If a date or other descriptive detail set forth in this request referring to a document, communication, meeting, or other event is inaccurate, but the actual date or other descriptive detail is known to you or other NEA employees, or is otherwise apparent from the context of the request, you should produce all documents that would be responsive as if the date or other descriptive detail were correct.
22. The time period covered by this request is included in the attached request. To the extent a time period is not specified, produce relevant documents from January 1, 2005, to the present.

23. This request is continuing in nature and applies to any newly-discovered information. Any record, document, compilation of data, or information, not produced because it has not been located or discovered by the return date, shall be produced immediately upon subsequent location or discovery. Such submission shall include an explanation as to why the information was not produced originally.
24. If physical documents are to be delivered, documents should be delivered to the Majority Staff in Room 2176 of the Rayburn House Office Building during Committee office hours (9am-5pm, unless other arrangements are made) and signed by a member of the staff upon delivery.
25. Upon completion of the document production, NEA's written response should include a written certification, signed by President Rebecca Pringle or her designee, stating that:
 - (a) a diligent search has been completed of all documents in your possession, custody, or control that reasonably could contain responsive documents; and
 - (b) all documents located during the search that are responsive have been produced to the Committee.

Definitions

1. The term "document" means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including, but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, working papers, records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, inter-office and intra-office communications, electronic mail (e-mail), contracts, cables, notations of any type of conversation, telephone call, meeting or other communication, bulletins, printed matter, computer printouts, teletypes, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, and work sheets (and all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments of any of the foregoing, as well as any attachments or appendices thereto), and graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings and motion pictures), and electronic, mechanical, and electric records or representations of any kind (including, without limitation, tapes, cassettes, disks, and recordings) and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, disk, videotape, or otherwise. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.
2. The term "documents in your possession, custody or control" means documents that are in your possession, custody, or control, whether held by you or your past or present agents,

employees, or representatives acting on your behalf; documents that you have a legal right to obtain, that you have a right to copy, or to which you have access; and/or documents that have been placed in the possession, custody, or control of any third party.

3. The term “communication” means each manner or means of disclosure or exchange of information, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether in a meeting, by telephone, facsimile, email, regular mail, telexes, releases, or otherwise.
4. The terms “and” and “or” shall be construed broadly and either conjunctively or disjunctively to bring within the scope of this request any information which might otherwise be construed to be outside its scope. The singular includes plural number, and vice versa. The masculine includes the feminine and neuter genders.
5. The terms “person” or “persons” mean natural persons, firms, partnerships, associations, corporations, subsidiaries, divisions, departments, joint ventures, proprietorships, syndicates, or other legal, business, or government entities, and all subsidiaries, affiliates, divisions, departments, branches, or other units thereof.
6. The term “identify,” when used in a question about individuals, means to provide the following information: (a) the individual’s complete name and title; and (b) the individual’s business address and phone number.
7. The term “referring or relating,” with respect to any given subject, means anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with or is pertinent to that subject in any manner whatsoever.
8. The term “entity” includes any lawful association, corporation, partnership, proprietorship, trust, institution, or individual that has the legal capacity to: (1) enter into agreements and contracts; (2) assume obligations; (3) incur and pay debts; (4) sue and be sued in its own right; and (5) be accountable for illegal activities.
9. The term “privilege” includes, but is not limited to, any claim that a document either may or must be withheld from production pursuant to any statute, rule, or regulation.
10. The term “employee” means agent, borrowed employee, casual employee, consultant, de facto employee, joint adventurer, loaned employee, part-time employee, permanent employee, provisional employee, contract employee, contractor, or any other type of service provider.
11. The term “NEA” means the National Education Association, including (i) its predecessors, successors, wholly or partly owned direct or indirect subsidiaries, divisions, affiliates, boards, and joint ventures and (ii) any current, past, or future partners, officers, directors, employees, representatives, or agents of any of the above entities.