

April 1, 2026

Via Regular U.S. Mail and  
Email: [info@islandchurchtv.com](mailto:info@islandchurchtv.com)

Island Church of Terre Verde  
Attn: Chris Riley, Administrative Chairman  
1271 Pinellas Bayway S  
Terre Verde, FL 33715

**Re: Letter dated March 30, 2026**

Mr. Riley,

I represent and serve as General Counsel at The North American Mission Board of the Southern Baptist Convention, Inc. (“NAMB”). NAMB and its President, Dr. Kevin Ezell (“Dr. Ezell”), are in receipt of your letter dated March 30, 2026 (the “Letter”), which purports to have been written on behalf of Island Church of Terre Verde (“Church”) and to invite NAMB and Dr. Ezell to participate in what you described as an “arbitration” proceeding conducted by the Church. A copy of the Letter is enclosed for reference.

The Letter states that the Church is the “home congregation of Dr. Will McRaney.” Of course, he is more than a member congregant, as he leads the Church as its Lead Pastor<sup>1</sup>. The Letter also identifies your role with the Church as that of Administrative Chairman. It is our understanding that you and your wife also signed on to an amicus brief filed in opposition to our ministry in the Supreme Court of the United States<sup>2</sup>. You must understand that this is paradigmatic bias which undermines the credibility of the efforts described in your Letter.

Respectfully, neither NAMB nor Dr. Ezell intend to sign or agree to what is proposed in your Letter or to participate in what you described as an “arbitration.” Since your letter states that your “hearing” will take place regardless of our participation, I want to clearly state the following: (1) Neither NAMB nor Dr. Ezell are parties to any agreement to arbitrate these matters with your pastor or the Church<sup>3</sup>; (2) Neither NAMB nor Dr. Ezell have submitted to any

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<sup>1</sup> <https://www.islandchurchtv.com/our-team>

<sup>2</sup> [https://www.supremecourt.gov/DocketPDF/25/25-807/395840/20260209163655517\\_25-807acCurrentAndFormerBaptistLeaders.pdf](https://www.supremecourt.gov/DocketPDF/25/25-807/395840/20260209163655517_25-807acCurrentAndFormerBaptistLeaders.pdf)

<sup>3</sup> All citations or references in the Letter to statutes governing commercial arbitration agreements (e.g. § 682.04, Florida Statutes) are misplaced, as such statutes are inapplicable.

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authority by your Church; and (3) Neither you nor the Church are positioned to select or serve as disinterested or neutral arbitrators of the matters referenced in the Letter.

Therefore, neither NAMB nor Dr. Ezell are subject to or bound by anything you or the Church might purport to do or find in any such “hearing” or “proceeding.” NAMB and Dr. Ezell expressly reserve all rights, remedies, claims, and defenses against any attempt you, your pastor, or the Church might make to involve either or both of them in the matters referenced in your Letter. Please govern yourselves accordingly.

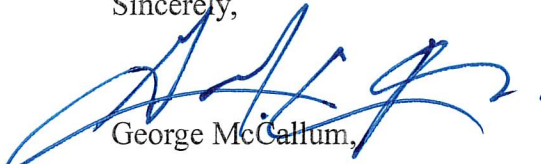
I urge you not to mistake this response as devaluing Christian unity or reconciliation, as nothing could be further from the truth. Our team at NAMB has always prayed and worked toward these ends.

Any Biblical efforts to resolve the differences referenced in your Letter have been exhausted throughout almost nine (9) years of protracted litigation. That litigation was filed against our ministry, involved allegations which NAMB consistently disputed, and wielded government power to intrude upon the internal governance of ministries and churches through an extensive discovery process.

Nonetheless, both before and during that litigation, NAMB representatives offered to and did in fact meet with your pastor and others on multiple occasions to seek resolution of the differences referenced in your Letter in a Biblical manner outside of litigation. Unfortunately, none of these efforts were successful. Thankfully, the litigation is finally concluded, and we are moving forward with focus on our mission and ministry.

We hope you and the Church will refocus your efforts on your Biblical mission and not allow divisions and disunity to distract the Church from its important ministry. In any event, know that we have and will continue to pray for the fruitfulness of that ministry for the sake of the Kingdom.

Sincerely,



George McCallum,  
General Counsel

Cc: Dr. Kevin Ezell, NAMB President  
Dr. Jonathan Jarboe, NAMB Board Chairman

Enclosure (Letter, 3/30/26)

**ISLAND CHURCH**

TIERRA VERDE, FLORIDA

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March 30, 2026

*Via Priority Mail  
and Contemporaneous Electronic Delivery*

Kevin Ezell, President  
North American Mission Board  
of the Southern Baptist Convention, Inc.  
4200 North Point Parkway  
Alpharetta, Georgia 30022

Kevin Ezell, individually

**Re: Invitation to Participate in Church Arbitration—McRaney v. NAMB and Kevin Ezell**

Dear President Ezell:

Island Church of Tierra Verde, Florida, is the home congregation of Dr. Will McRaney. Dr. McRaney has asked this congregation to convene a proceeding to hear his claims against NAMB and Mr. Ezell. We have agreed to do so. The hearing is scheduled for April 29, 2026, at Island Church.

If NAMB and Mr. Ezell wish to participate in this hearing as a binding arbitration—meaning the panel's decision would be enforceable as a judgment in the courts of Florida—please sign the agreement below and return it within ten (10) days of receiving this letter.

If you do not sign and return the agreement, we will consider your pleadings and defenses from the case.

Respectfully submitted,



Date: 3/30/26

Chris Riley, Administrative Chairman  
On behalf of Island Church of Tierra Verde, Florida

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**Agreement to Submit to Arbitration**  
*Pursuant to § 682.04, Florida Statutes*

The undersigned, intending to be legally bound, hereby agree to submit the following existing controversy to binding arbitration before Island Church of Tierra Verde, Florida, pursuant to § 682.04, Florida Statutes.

**The Controversy.** The claims of Dr. Will McRaney against the North American Mission Board of the Southern Baptist Convention, Inc. ("NAMB") and Kevin Ezell arising from NAMB's and Ezell's conduct toward Dr. McRaney in connection with his employment as Executive Director of the Baptist Convention of Maryland/Delaware from September 2013 through June 2015, the termination of that employment, and all conduct by NAMB and Ezell toward Dr. McRaney following that termination. NAMB and Kevin Ezell may assert any counterclaims or affirmative defenses they may have.

**The Panel.** The arbitral panel shall consist of members of Island Church designated by the church's leadership before the hearing. The panel constitutes the "arbitrator" for all purposes under Chapter 682, Florida Statutes. The seat of arbitration is Pinellas County, Florida. Island Church may institute such other safeguards of fairness as it deems fit.

**Remedies.** The panel is authorized to award any remedy that a court or church of competent jurisdiction could award, including without limitation: (a) lost wages and lost earning capacity from the date of termination through reemployment; (b) lost prospective employment and business opportunities, including specifically the positions with the SBC and Jacksonville Baptist Theological Seminary identified in the prior federal litigation; (c) harm to professional reputation; (d) emotional distress; (e) punitive damages, upon a finding of actual malice, fraud, oppression, or conscious disregard of Dr. McRaney's rights; and (f) attorney's fees and costs, including fees incurred in the prior federal litigation (g) all appropriate ecclesiastical remedies and injunctions. The parties expressly authorize an award of punitive damages and attorney's fees pursuant to § 682.11, Florida Statutes.

**Confirmation.** The award shall be subject to confirmation and entry of judgment pursuant to §§ 682.15 and 682.19, Florida Statutes.

**Entire Agreement.** This agreement constitutes the entire agreement of the parties regarding arbitration of this controversy.

Claimant

Will McRaney

Date: 3/30/26

Dr. Will McRaney

Chris Kelly Admin. Chair

Date: 3/30/26

[Church Officer Name and Title]

On behalf of Island Church of Tierra Verde, Florida

**Respondent 1—NAMB**

\_\_\_\_\_ Date: \_\_\_\_\_

Kevin Ezell, President  
North American Mission Board of the Southern Baptist Convention, Inc.  
On behalf of NAMB

I certify that I am authorized to execute this agreement on behalf of NAMB and to bind NAMB to its terms.

\_\_\_\_\_ Date: \_\_\_\_\_

[NAMB General Counsel or Authorized Officer]  
Title: \_\_\_\_\_

**Respondent 2—Kevin Ezell, Individually**

\_\_\_\_\_ Date: \_\_\_\_\_

Kevin Ezell, individually  
*Return executed copies to:*  
*Island Church, Tierra Verde, Florida*