

Statements of Fact: Detailed Version

Lies/False Statements, Threats, Partnership Threats, NAMB Violations

Dr. Ezell through the Trustee officers and the NAMB attorneys has declared that my Letter of Concern was “factually inaccurate and misleading.” In my Letter of Concern I asked for an investigation to verify the facts. I also made myself available in writing to several NAMB trustees to answer questions and provide documentation on my claims should they desire.

Ezell’s denial through the trustee officers and the NAMB attorneys raises challenges and questions my claims and integrity. These denials calls for me to provide support for the claims I made regarding Dr. Ezell’s behaviors, which I have provided below. Certainly I would have preferred Dr. Ezell to not to have made these false statements, threats, and violations of the Strategic Partnership Agreement against me and the churches of the MD/DE Convention.

The following are statements of fact related to Dr. Ezell’s actions against me, the MD/DE Convention and selected concerns related to other state conventions. These statements appear to reveal a pattern of behavior, not isolated mistakes. These matters do not relate to differences in strategies or opinions, however are matters revealing character.

Former Congressman Daniel Moynihan is quoted as saying, “Everyone is entitled to his own opinion, but not to his own facts.” These are facts, AND they can withstand cross examination.

These types of behaviors have damaged the relationships and trust necessary for the SBC to continue to cooperate for maximum Kingdom advance in North American and around the world.

As a Southern Baptist, if you have concerns or questions after reading the following statements, you can ...

1. contact one or more members of your trustees who are there to provide oversight to NAMB or
2. contact one or more of your Executive Committee members and/or
3. consider contacting the Executive Director of your state convention and/or
4. consider asking your state paper editor to investigate these matters and write their findings

These gentlemen and ladies are there to serve you and the larger mission advance through the SBC.

Select Lies and False Statements by Dr. Ezell

#1 Ezell's LIE Ezell wrote...I repeatedly refused to meet with him. (see email Dec. 3 at 9:03 PM)

- Ezell wrote, “We have asked repeatedly to meet with you and your leadership and you have repeatedly refused.” “We are still more than willing to meet with you, with and only with your leadership.”
- Ezell's written lie regarding the meeting requests comes after his contact with MD/DE Pres. Bill Warren earlier that day by phone in his working around me.
- Referring to his phone call with Warren, Ezell wrote, “He also shared his willingness to meet with us, that's all we have been asking for in the past few weeks and months.”
- **TRUTH** – I made repeated attempts to meet with him, but Ezell repeatedly refused. The following are dates of my written and phone requests.
 - 2014 – in writing ...
 1. Oct. 8 at 7:09 AM
 2. Oct. 21 at 12:48 PM
 3. Nov. 2 at 10:12 AM
 4. Nov. 19 at 10:46 AM
 5. Nov. 19 at 4:06 PM
 6. Nov. 20 at 5:24 PM
 7. Dec. 3 at 4:44 PM
 8. PLUS .. June 5, 2015 at 3:46 PM

Dec. 5 – Warren begins “pushing” Ezell for a meeting with him and trustee officers. Ezell moves between wanting to put me on probation for six months to then wanting a March meeting. Wants to know if we would be good with just **1**, one trustee to accompany him for the meeting we were seeking to have.

Dec. 12 at 8:08 AM – Ezell, “*There is really no need for you to email me further. We have been very clear in our communications and expectations.*”

- 2014 by phone ...
 - I made request to VP Jeff Christopherson – Nov. 17, he offered that I could bring others if I desired to do so.
- By Email
 - Nov. 18 at 4:06 PM – I communicated I moved a cardiologist apt and would come with our CFO Stolle to Atl. on Dec. 3 to meet with them.
 - Nov. 18 at 4:27 PM – First statement of any kind that Ezell would meet with and that came via VP Jeff Christopherson. Christopherson said our emails crossed where I had communicated CFO Stolle and I would come to Atl. He said they would really like our president and chairmen of Admin & GMB to come as well. It was just an offer for Christopherson, Ezell and VP Carlos Ferrer to fly into Baltimore.
 - Nov. 19 at 5:57 PM Christopherson reiterated request.
 - Nov. 22 at 10:12 AM – I accepted request to work toward a date after our officers were elected. Ezell lies in his Dec. 3 email communication on this matter.

- Ezell wanted to meet on Dec. 2, 2014, but only if I brought our 3 officers. This was IMPOSSIBLE...
 - The MD/DE Board had a regularly and previously calendared meeting on Dec. 2, 2014. This meeting required my presence with the Board.
 - At the time of the NAMB request, 2 of the 3 officers of the Convention had not been elected.
 - I communicated multiple times that I and then later our officers after they were elected would be willing to meet with them.
 - Nov. 19 at 10:46 AM
 - Nov. 20 at 5:24 PM
 - Nov. 22 at 10:12 AM
 - Dec. 3 at 4:44 PM
 - Ezell had not communicated directly with me, but around me to Pres. Bill Warren. This was Ezell's decision, but Warren could have declined and forced Ezell to follow the Agreement and communicate with me. Warren repeatedly asked Ezell for a meeting. Warren reported Ezell's repeated denial of our request. Eventually, Warren stated that Ezell would consider a meeting if Ezell determined I had behaved. The test period Ezell reportedly communicated to Warren was 6 months. Warren said he told Ezell that it was not acceptable to put me on probation.
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#2 Ezell's LIE and FALSE Damaging Accusation

- Both Ezell and Christopherson in a signed letter to our Convention stated... I repeatedly violated the Strategic Agreement – hiring protocol procedures on Joel Rainey (SDOE) and Michael Crawford (SDOM) (see Dec. 2, 2014 NAMB cancellation letter AND Ezell's email to me and others on Nov. 20, 2014).
 - *"...Executive Director's serious and persistent disregard of the Strategic Partnership Agreement between BCMD and NAMB has resulted in a breach of the Agreement."*
 - *"Therefore, based on multiple failures on the part of the Executive Director of BCMD to abide by the Agreement, NAMB is tendering official twelve month's notice.. to change/terminate the Agreement and funding relationship effective on the date of this letter."*
 - *"NAMB reserves the right to terminate the Agreement and funding relationship immediately in the event the BCMD Executive Director or the leadership of the BCMD further disregards the Agreement, or acts in a way NAMB deems fundamentally detrimental to cooperating in ministry."*
 - *"BCMD's Executive Director in willfully and repeatedly ignoring the Strategic Partnership Agreement have left NAMB with no other solution at this time."*
- Blamed me falsely, which Ezell said led NAMB to withdraw \$1 million in partnership funding for the region and breaking a historic partnership agreement with MD/DE

- **TRUTH**

- I followed historic patterns of hiring in keeping with the Agreement. (see below details and MD/DE Convention official response letter to NAMB trustee officers on Jan. 14 2015)
- Our Board President Mark Dooley outlined some 6-7 different ways that NAMB under Ezell's leadership was violating the Agreement. (see below for ways and see additional document for more detailed version)
- It appears to me that Ezell's and Christopherson's letter on behalf of NAMB appears to contain the elements of LIBEL against me, with most serious damages occurring in their largest form with my termination in June 2015. (Letter on Dec. 2, 2015 and email to Warren). According to Warren, Ezell also interfered with my business as the leader of the MD/DE Conv.
 - Made a false statement
 - Made the statement in writing
 - Copied others on the false statement
 - The statement resulted in damage (past, present & future)

Written Partnership Agreement related statement (from the sole governing document)

- *“Jointly funded missionaries must go through the approval process of both the convention and NAMB.”*
 - We put SDOE and SDOM through Convention process and invited NAMB to put them through their processes as supported by numerous emails prior to their hire date with the Convention.
- *“Search for jointly funded missionaries shall be initiated by the convention...”*
 - In keeping with historic practice and the Agreement, I initiated the search for the SDOE and the SDOM.
- *“in consultation with NAMB.”*
 - Multiple emails clearly and undeniably demonstrate that I consulted with NAMB soon after I initiated. NAMB gave their written support PRIOR to Convention approving the candidates as per the Convention's process. On Rainey, I was given the verbal green light by phone from Christopherson a couple of months before I ever initiated a search because of anticipated staff change.
- *“Final approval of the candidate will be from NAMB.”*
 - Both approvals from the Convention and from me to the candidates were contingent upon receiving NAMB's final approval, which was given.

To Violate would require...

- The MD/DE Conv. would have to hire full-time and start paying the SDOM or SDOE with jointly funded resources without prior communication with NAMB and providing them the opportunity to veto or not approve the selection.
 - This DID NOT happen, therefore, NO violation.
 - MD/DE Convention's attorney reviewed Ezell's claim of a violation and also concurred we had not violated the Agreement with NAMB in our hiring protocols.

SDOE & SDOM Hires

- Rainey - SDOE
 - My verbal communication with Christopherson regarding moving a currently serving NAMB approved CPC and Maryland DOM to the SDOE position.
 - Glowing letter/email from NAMB VP Christopherson on July 15, 10:27 AM
 - Approval letter from NAMB – on July 15, 2014 12:39 PM
 - Network/Conv. Admin approved on August 19, 2014
 - Began Sept. 1, 2014

 - Crawford – SDOM
 - Oct. 31 – David Jackson SDOM gives 1 month notice
 - McRaney/Crawford 1st meeting Nov. 13 & 2nd meeting on Nov. 18
 - Approval letter from NAMB Christopherson on Nov 19, 2014
 - MD/DE Admin Committee approved 60 day Interim Dec. 2, 2014
 - MD/DE Admin Committee approved on Feb 5, 2015
 - Began after Network Admin approval
 - In violation of policy, NAMB did not provide Crawford health insurance in kind like all other SDOMs. MD/DE then forced to pay approx.. \$1,200/mo. in addition to NAMB monthly supplement that they provided (like they did for CPC)
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#3 **Ezell’s FALSE Statement**

- Ezell wrote ... I did not return a call from a NAMB employee.
 - **TRUTH**
 - After reviewing our phone logs, I received no calls to my cell phone and only one call from NAMB’s Kevin Marsico into my office for me. Thirteen days after beginning my new job, my assistant noted a call from Marsico on Oct. 13, 2013, in which he said “he was praying for me and let him know if he could do something for me.”
 - Ezell did not ask me as would have been in good order, but instead he just wrote down a false accusation of me as if he was the parent and I was the child.
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#4 **Ezell’s LIE**

- Ezell wrote ... He had wanted for weeks or months to meet with me, that was what he had been wanting – Dec. 3, 2014 by email from Ezell....
 - *“We have asked repeatedly to meet with you and your leadership and you have repeatedly refused. We offered to pay for the travel expenses for your leadership, but again you preferred not to do it.”*
 - He also shared his willingness to meet with us, *“that’s all we have been asking for in the past few weeks and months.”*
- **TRUTH**
 - See above #1, this absolutely never happened, in fact it was the exact opposite

- I had 6 written requests and 1 verbal request thru Christopherson to meet with Ezell prior to the Dec. 2, 2014 Cancellation notice.
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#5 **Ezell did not keep his word regarding March 11 meeting of NAMB/MD-DE leaders**

- (1) People to be in attendance:
 - Ezell said he would bring his officers to spring 2015 meeting. Ezell did not bring multiple officers, but only one, Chuck Herring.
 - Warren asked if NAMB's trustee officers would be willing to meet as well. Ezell wrote to me on Dec. 3, 2014 at 9:03 PM, "*I've contacted them and they are more than willing.*" –
 - Chairman Herring came as the sole NAMB trustee. Herring in his opening statement expressed his complete trust in Kevin Ezell and his integrity. In fact, Herring stated to all 9 other people in the room, "***If Kevin said the sky was purple, I would believe him.***" While the intent could be admired, the application lacks oversight or good judgment.
 - I do not know if he ever contacted his 3 officers as he wrote that he did.
 - In text to Warren on Feb. 7 after our GMB meeting, we insisted on at least two Board members. After multiple text exchanges with Warren, Ezell texted Warren with all officers present that Larry Robertson would be accompanying him. Ezell texted Warren that he thought I was seeking an advantage by having Warren requesting that he also bring the 2nd Vice Chairman Spike Hogan. Pres. Warren corrected Ezell by telling him Hogan was his (Warren's suggestion) since Ezell had noted to him that 1st Vice Chair was an attorney and could not make a meeting like this.
- (2) Place of meeting:
 - All parties had agreed to conduct the meeting in our Convention offices. At the last moment, Ezell contacts Warren to tell him he has secured a meeting room at the hotel and he wants to hold the meeting there. I informed Warren that we had made preparations and would be holding the meeting at the previously agreed to place and he relayed that to Ezell.
- (3) Agenda:
 - Ezell told Warren (remember he had yet to talk to me) that he did not want to discuss the past, only the future.
 - I opened my portion of the meeting talking about the current successes of our MD/DE Conv. and then moved to talking about future plans and possible ways we could partner. I then turned the floor over to Ezell.
 - Instead of honoring what HE said he wanted to discuss which was the future, Ezell opened with an extended recounting the past as he thought it was. He did so in what all 6 MD/DE attenders described as terribly inappropriate behaviors and tones.
- MD/DE Preparations:
 - I invited our MD/DE leadership to fast on March 4 for the meeting.

- I conducted a special extended prayer time for staff leaders and Convention leaders on March 4.
- We prepared to talk about the future and agreed to Ezell's request that we NOT discuss the past regarding the agenda. Ezell opened with extended comments about the past and at no point invited me to address them, but instead moved forward with restoring about half of the financial support for the MD/DE Convention.
- Tone:
 - Ezell was escorted into the building from his car with his team by Warren. Ezell had requested that he not be "*paraded around*" the building and that he did not want to talk with other staff members. Our MD/DE team found this remarkably disturbing for the President of the NAMB who works in service to our staff as Southern Baptists.
 - Ezell's behavior in the meeting was described by our leadership as "petulant".
 - My leaders praised my restraint and noted if Ezell had treated them the way he did me, they "*would have come across the table at Ezell*"
- NAMB's newly created internal document on hiring procedures for SDOM and SDOE. Note...this is not the signed document of guidelines for the partnership between NAMB and the MD/DE Convention. (attached to email on March 11, 2015 after NAMB/MD-DE meeting)
 - **False** – Steve Davis & Jeff Christopherson's statements that Christopherson had sent me a copy of the new guidelines for the states to follow.
 - **Truth** – Christopherson never sent it. However, it would not be the governing agreement if he had done so.
 - At some point in 2014 (I believe) NAMB VP Steve Davis and NAMB leadership developed their version of what they would like to follow as the "hiring process".
 - March 11, 2015 – I learn for the first time anything about this EXTRA document outlining hiring procedures. Davis and Christopherson talked about it and stated that I was given a copy of this document.
 - By email to our officers and Ezell, from Davis on March 11, 2015 at 9:05 PM
 - Davis inaccurately stated, "*I believe this is the document Jeff sent to Dr. McRaney.*"
 - In reviewing all emails from Christopherson multiple times, I did not locate NAMB's created hiring procedures or alleged email.
 - The Strategic Partnership Agreement requires that any change to the agreement, must include my approval as the Exec. Director.
 - In July 2015, I had exchanges with Davis requesting that he have Christopherson send me again the alleged email with this document. (July 31 at 3:51 and Aug. 1, Aug. 7) I requested to Steve that either Jeff resend me proof of the document or for Steve Davis to send a retraction to everyone he told in writing that I had received NAMB's new SDOE and SDOM hiring process.
 - Steve agreed to check with Jeff, but said Jeff had "said the two of you discussed over the phone. Might be best to just let things be and (m)ove on." July 31 7:17 PM

- I have the document that Jeff sent to me in preparation for the meeting in which he gave me a full length paragraph on the three topics he wanted to discuss. This WAS NOT a topic. I attached that document in my reply to Davis for his records.
 - I cannot be expected to follow what I learn to be on March 11, 2015 a very long and extensive document on the hiring procedures.
 - It does really matter if I received the document or not, as this is not the current policy. It is an example of a decision to design a policy in Alpharetta and then expect the states to comply in spite of an agreed to governing and signed document in place.
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Kevin Ezell's Threats (Summary)

Detailed versions are available

1. **Ezell Offered to Cancel Agreement** in conf. call – Oct. 21, 2014 -- put Network at risk
2. **Ezell's False Accusations against MD/DE Executive Director (McRaney)** in email, 2 of 3 unrelated to Partnership Agreement – Nov. 20, 2014 -- pressure on me
3. **Ezell's Threat Against entire MD/DE Convention -- Dec. 2, 2014** Ezell and Christopherson **Canceled Agreement** – approximately \$1 million dollars for ministry and staff missionaries – threat to entire Network
4. **Ezell's Positional Bullying** - Dec/Jan Ezell to Warren – Ezell would **not meet** with us in spite of repeated requests. However Ezell did tell Warren, if McRaney was good for six months, he (Ezell) would then agree to meet with us. Warren noted to Ezell, me and other leaders in Convention that in essence Ezell was putting me on probation.
5. **Ezell's Threat on Leadership through GMB member** during Board meeting, read aloud in meeting -Feb 6, 2015
 - Board voted 100% UNANIMOUS support of me and 100% UNANIMOUSLY to not take NAMB offer's to 100% responsibility & funding for church planting because of the negative impact on the MD/DE Convention and long-term ramifications.
 - Threat against me, Board and staff if we talked -- “If Will or any of the staff or board continue to or start speaking negatively of NAMB staff or as a whole I will pull out of the talks and I will also make sure at this point that a quick opt-out is in any future agreement between the two of us.” --- -- 2 GMB Board members stated out loud immediately that Ezell had threatened us.
6. **Ezell's Threat to 8 Jointly Funded Staff** - Mar. 11, 2015 meeting – Instead of following through on Cancellation of Agreement per Dec. 2, 2014 letter to the MD/DE Convention, Ezell decided he would provide about half of the previous \$1 million, (\$500,000) to the MD/DE Convention for 2016. HOWEVER, Ezell put a condition on the \$500,00 that it could NOT support jointly funded missionary staff per previous agreement. Threat against 8 staff positions in evangelism and church planting, made to elected leaders and senior staff members of BCMD

7. **Ezell's Hidden Threat Against Executive Director** – According to MD/DE President Warren to several pastors, Ezell made threats to withhold resources from the MD/DE Convention as long as McRaney remained as the Exec. Director. – specific date unknown
- Warren's claims of Ezell's threats verified by several pastors who WILL testify, even though Warren is changing his recounting of threat. (Pastor Steve Wolverton)
 - Following the changing money amount from NAMB is evidence as well.
 - These following items were written with regard to NAMB/Ezell from Pastor Dr. Clint Scott of FBC Delaware notes and sent back to Pres. Warren the following day (June 23, & June 24, 2015). This act interfered with my leadership, was outside of Baptist norms, and was disrespectful to the Baptists of Maryland/Delaware, and unthinkable stewardship of resources entrusted to NAMB by all Southern Baptists.

Dr. Scott's email to MD/DE Pres. Warren after their conversation regarding my termination...

1. *You said that, "through the events leading up to Will McRaney's resignation that you had become friends with Kevin Ezell?"*
 2. *You said that, "there were two basic issues that caused Will McRaney issues with NAMB: 1) The hiring of Michael Crawford and Joel Rainey without allowing NAMB to interview them. 2) The comments that Will McRaney said in a meeting of other state executive leaders about NAMB and Kevin Ezell."*
 3. *You said that, "Kevin Ezell said that as long as Will McRaney was the state executive leader NAMB would not support the MD/DE Convention and that this was wrong for him to say."*
 4. *You said that, "the MD/DE state convention should not make her own decisions outside of the direction of NAMB."*
 5. *You said that, "you would never support keeping monies from NAMB in order to support the general budget of the MD/DE Convention even if NAMB pulled their funding."*
 6. *You said that, "you loved Will and Sandy McRaney but believed our cooperation with NAMB was not something we should lose."*
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Selected Threats to Other Execs & Conventions

- According to several state Executive Directors, they have been frustrated that Ezell has not kept his word or his agreements for several years. Some feel strong-armed, threatened, misled, and that relationship with NAMB is either non-existent or significantly damaged.
- Feb. 2015 meeting of State Execs – Ezell responds to a question from a non-Southern Exec regarding Ezell's commitment to follow the 2012 Agreement that was negotiated and signed. Ezell indicated he would honor that agreement. However, in Dec. 2014 he had already put me and MD/DE on written notice he was cancelling the agreement with us. After my termination in June 2015, Ezell used an insurance matter to leverage with financial pressure to cancel the 2012 agreement and sign new agreements in other states.
 - In spite of Ezell's claims of widespread support from the State Execs, several non-southern execs have communicated this February they were pressured financially into agreement and they are not pleased with it.

- On withholding insurance which led several state conventions to choose this option over the option of losing additional resources to support missionaries as NAMB does with their national staff. **Quote** *“their (Ezell’s) decision to withhold the insurance dollars is an integrity issue.”*
- **Condition of Partnership with States**
 - **Quote:** *“Partnership is dead in the SBC”* – multiple state execs and one in writing
 - **Gag Orders & Threats if Execs talk**
 - **Email Quote:** *“The agreement presented to me forbids my discussing it with anyone else. Furthermore, our state loses(sic) NAMB funding if I criticize them.”*
 - Later their new agreement was signed and he stated he would not be able to have additional comments.
- The execs stated they saw this coming from Ezell at least one, if not two years before I was ever hired. In 2012 serious discussions were had on alternative methods of funding the work in North America because of Ezell’s actions.

According to multiple reports, in Feb. 2016 meeting of State Execs in Puerto Rico – several state acknowledged they were under “**gag**” orders from Ezell’s new agreements. They also noted that they could not write a letter of concern since their funds would be in jeopardy if they raised a concern about Ezell.

NAMB Violations of Agreements (Summary)

7 listed in document in more detail below

1. Pg. 2 Article I.2. – *“Peer to peer relationship”*
2. Pg. 2, Article I.5 & two other spots – *“Negotiated ratio basis and reviewed annually”*
3. Missionary Information, p. 11, I. General Overview & Pg. 3 Article II. 1 f. *“healthcare benefits in the non-South areas for qualified jointly funded missionaries are paid exclusively by NAMB”*
4. Pg. 3 Article I. 9. – *“NAMB resourcing for the strategic plan shall be provided through the convention.”*
5. Pg. 3, Article I. 13 *“Neither entity will initiate work that obligates the other without written approval by both partners.”*
6. Pg. 3 Article II. I b & c *“Supervision of missionaries will be the responsibility of the convention’s executive director or his designee(s)”*
7. Pg. 4 Article VI – cancellation of the Strategic Partnership Agreement without Ezell consulting with me as the Exec. Director

NAMB Violations of Strategic Partnership Agreement

1. “Peer-to-peer relationship” Pg. 2 Article I. 2. –

- Threats to others (MD/DE Pres. Bill Warren and GMB member Thomas Winborn) about not talking with me, or threatening to pull out of talks, or quick opt out if I or someone on our board talks negatively about NAMB. For over four months Dr. Ezell did not accept my repeated request to talk privately or in a group about concerns that Ezell did not express until Nov. 19 by email. Ezell was talking with our MD/DE President around me, but not willing to meet with me or reach out to me when he first heard concerns to validate or clarify with me.
- DOM Ron Blakenship in our Network (MD/DE) shared information and decisions concerning the Coop. Agreement and the NAMB/Network relationship with the other DOMS present in a meeting at our Baptist Network Center. Blakenship responded to a direct question by another DOM that he got his information directly from the Regional VP Christopherson.

2. “Negotiated ratio basis and reviewed annually” -- Pg. 2 Article I. 5; Adjustments to plan determined by Regional VP and Exec. Dir. Pg. 2 Article I. 8. Agreement can be amended by Exec and Regional VP. Pg. 4 Article V I. “The funding ratio will be reviewed by the regional vice president and the convention executive director at least every five years, or as requested.”

- I requested an adjustment to Christopherson in May 2013 to reflect the lower CP funds kept in the Network. In May 2013 Christopherson told me the ratios could be adjusted for the new Oct. budget year. Then Christopherson contacted NAMB headquarters and then contacted me with their answer that it could not be done but every 5 years due to the logistical budget challenges with 43 state conventions. Yet, NAMB would make more radical adjustments that would dramatically impact both of our budgets and financial procedures.
- NAMB did NOT adjust ratio down as the Network increased in percentages going to national SBC, “*which encourages non-South region state conventions to increase the percentage of their gifts to the Southern Baptist Convention.*” **Missionary Information, p. 12, III. 3.**
- May 2013 and subsequent emails, NAMB Regional VP and Exec. Director agreed ratios basis should be adjusted to 78-22 to reflect actual 2013 BCMD budget numbers in keeping with 1%/\$100,000 in CP remain in state. This would have been a change from 74-26 and would have allowed BCMD to benefit \$40,000, which could have been used to match an additional \$110,000

3. “Healthcare benefits in the non-South areas for qualified jointly funded missionaries are paid exclusively by NAMB” Missionary Information, p. 11, I. General Overview. Also see, Pg. 3 Article II. 1 f.

- NAMB offered to reimburse our Network for healthcare for Michael Crawford in the amount of \$600/mo. This was not healthcare benefits exclusively by NAMB. He was being treated as if he were a CPC, instead of his position of SDOM. This cost the MD/DE Convention \$1,200 per month, while all other SDOMs were under full health care without costs to the State Conventions.

4. “NAMB resourcing for the strategic plan shall be provided through the convention.” Pg. 3 Article I. 9.

- Minimally, NAMB is currently funding plants (planters) through channels that are not the state convention, but directly or through sponsoring church. There were 8 planters who were to be approved by the Network and NAMB yet that our Network was told would be funded in this fashion.
- “After advanced discussion with the Executive Director, additional projects may be initiated, financed, resourced, administered and promoted in the convention area by NAMB.” **Pg. 3 Article I. 12.** (also, funding is to occur through the convention) – Various projects were not discussed in advance, “dollar a day program”, funding to and through associations in the Network
- In April 2015, the Montgomery Baptist Association reported first quarter receipts from NAMB in the amount of \$30,000 for financial support for DOM Ron Blakenship.

5. “Neither entity will initiate work that obligates the other without written approval by both partners.” Pg. 3 Article I. 13.

- In Jan. 2015, NAMB Regional Mobilizer Marsico scheduled a church planting bootcamp virtually on top of the Network’s previously scheduled training for planters. The NAMB Mobilizer Marsico informed Crawford that Marsico would be leading the three day event and indicated that the he, the Network, could pay for the event and invite the planters to attend.

6. “Supervision of missionaries will be the responsibility of the convention’s executive director or his designee(s).” Pg. 3 Article II. I b & c.

- MD/DE State Church Planting Staff member Rolando Castro in mid-summer 2014 reported that Marsico communicated that he was told ”technically all of us were his employees referring to all church planting staff in MD”

7. Requirement for NAMB President and the MD/DE Exec. Director to talk PRIOR to any cancellation of the Strategic Partnership Agreement (SPA). Pg. 4 Article VI. 3

- Ezell gave McRaney and MD/DE written notice of cancellation without consultation and based on verifiably false violation of the SPA, while the NAMB was in violation of the SPA in multiple ways as noted by the MD/DE Board President Dooley in the Feb. 6, 2015 General Mission Board Meeting. _____