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REPLY TO FLORIDA

September 2, 2025

Via E-mail Only

University of Florida

Gainesville, FL 32611

RE: Religious Accommodation Request – EMPLOYEE

Dear :

Liberty Counsel is a national non-profit litigation, education, and public policy organization with an emphasis on First Amendment liberties, with a particular focus on religious freedom.

We write to the University of Florida (“UF”) on behalf of EMPLOYEE an at UF and a member of the United Pentecostal Church International (“UPCI”) denomination of Christianity. EMPLOYEE is a member of UF’s team which requires travel during the Fall and Spring for recruitment of high school seniors. EMPLOYEE has requested a religious accommodation for attending important religious meetings with the UPCI within a small window of UF’s Fall recruitment season. His request has been denied. **We hereby request a written response by September 9, 2025**, including confirmation that EMPLOYEE’s religious accommodation request has been approved for his attendance at the 2025 General Conference, and that EMPLOYEE will not be subjected to adverse treatment because of his religion.

A. Facts

EMPLOYEE’s Religious Beliefs and Requirements

We understand the following facts to be true: the United Pentecostal Church International denomination traces its existence to the early days of the Pentecostal Christian religious movement and was formed in 1945. UPCI has grown to more than 45,000 churches. The General Conference is an annual conference that has met since UPCI’s inception and is the highest governing body of UPCI. The UPCI considers the General Conference a religious holiday.

EMPLOYEE has been a committed member of UPCI since he was a child and pursuant to God's calling on his life, became a "licensed" minister and member in 2023. **EMPLOYEE**'s convictions (and UPCI's expectations) require him to attend the General Conference. The St. Louis, Missouri conference is a time of gathering, worship, preaching, fellowship, and spiritual equipping for licensed members. It is also a time where members exercise their membership power by voting on significant positions, policies, and procedures of UPCI. This year's conference is held September 23-26, 2025. Information about the conference's existence, location, and dates is available at www.upcigc.net.

EMPLOYEE desires to fulfill his religious responsibilities as a licensed member of UPCI which can only be exercised during UPCI's General Conference. His responsibilities relate to the governance of the organization, including discussion and recognition of religious doctrine and Church policy positions. At the Conference, **EMPLOYEE** will himself receive spiritual renewal and teaching so that he can be better equipped in ministry to other people at his home church.

In addition to his licensed member status and the responsibilities this entails, **EMPLOYEE** has been a member of UPCI's youth Scripture instruction and memory program (a.k.a., "Bible Quiz") for eleven years. UPCI hosts a national Bible Quiz event, which **EMPLOYEE** is required to attend. There, youth with whom he has worked all year demonstrate their knowledge and memorization of Scripture before other members of the denomination. **EMPLOYEE**'s UF colleagues are aware of his religious credentials and duties, including his obligation to UPCI's Scripture memorization program, which he has attended for many years.

2025 Timeline of Events

In February 2025, **EMPLOYEE** requested to attend UPCI's 2025 annual Scripture memorization Bible Quiz event taking place in July 2025. At that time of his request, his immediate supervisors, **Supervisor A** and **Supervisor B** verbally approved his time off request for the dates of July 17-21, 2025.

On March 20, 2025, however, **Director B** told **Supervisor A** and Ms. **Supervisor B** to tell **EMPLOYEE** that he was *not* permitted to go. After this news, **EMPLOYEE** met with **Supervisor A** and **Supervisor B** who said they would ask **Director B** again, and if that was unsuccessful, either they could ask **Director C** or **EMPLOYEE** himself could ask **Director C**.

Supervisor A and **Supervisor B** asked **Director B** for permission on **EMPLOYEE** behalf, and **Director B** said "no." **EMPLOYEE** tried to meet with **Director C** but their schedules could not synchronize, and a number of scheduled meetings were cancelled between March 20, and July 2, 2025.

On July 2, 2025, **EMPLOYEE** was finally able to meet with **Director C**. In that conversation, **EMPLOYEE** asked for a religious accommodation so he could attend the UPCI Scripture memorization event. **Director C** directed him to draft an email explaining the religious significance of the upcoming UPCI Scripture memorization event, which he did. He sent the email later that same day, on July 2, 2025. **EMPLOYEE** received no response to the email until July 16, 2025.

On July 16, 2025, Supervisor B verbally told EMPLOYEE "Director A told us to tell you that you cannot go." EMPLOYEE respectfully indicated that this was too late for him to change his plans, and that he was traveling for the religious event, as previously approved. Supervisor then asked him how she should describe his absence. EMPLOYEE told her to tell anyone who asked that he (EMPLOYEE) had a prior religious obligation and would be away for the indicated dates.

After July 22, when EMPLOYEE had returned from attending the Scripture memorization event, Director A and Director B requested a meeting. At that meeting, Director A was visibly upset, and spoke over EMPLOYEE. Director A derisively told him, "I don't want to hear about religious accommodation," suggesting that EMPLOYEE's religious rationale for his absence was insincere.

Thereafter, Director A and Director B appear to have retaliated against EMPLOYEE by denying him access to UF training and team bonding events, even though he has attended the annual Scripture memorization event for years and requested permission well in advance this year, and requested a religious accommodation after permission was revoked.

EMPLOYEE has subsequently learned that after he returned from the July UPCI Scripture memory Bible Quiz event, Director A pulled Supervisor A and Supervisor B into a meeting for approximately 1 hour and expressed great displeasure at them for EMPLOYEE's attendance of the Bible Quiz event.

Since returning from the event, EMPLOYEE has experienced hostility and ostracism from Director A and Director B. Prior to Director A hostility, Director B interactions with Mr. EMPLOYEE had always been cordial. And now, EMPLOYEE's other, upcoming religious accommodation request to attend the UPCI General Conference has been denied.

As evidence of the retaliation EMPLOYEE experienced, on July 28, 2025, Director B sent EMPLOYEE an email informing him that he was "no longer suspended from attending the trainings." See Attachment 1. If EMPLOYEE was not being suspended from trainings, there would have been no need to document his suspension and lift it via email. This attempt to bring the unlawful retaliation against EMPLOYEE to a close has still not made up for the four days of employee training he missed and has yet to remedy the ostracization he continues to experience. EMPLOYEE desires to do his job and be treated as a full member of the team and not experience hostility for trying to live according to his faith.

While this has been ongoing, EMPLOYEE discussed the upcoming 2025 UPCI General Conference with his direct supervisors, Supervisor A and Supervisor B who indicated their agreement that the meeting would not conflict with his work duties. Thereafter, EMPLOYEE sent an email requesting time off for his attendance at the UPCI General Conference.

On August 20, 2025, Director A sent EMPLOYEE an email denying his request, claiming a week off from work would interfere with the "business needs of the office." See Attachment 2. Director A made no effort to meet with EMPLOYEE to explain UF's reasoning for denying his religious accommodation.

The ██████████ Department has granted other employees who are also members of the out-of-state recruitment team up to a week off during the Fall for weddings or vacation. Indeed, more people took time off last year during the Fall for personal reasons, and EMPLOYEE ██████████'s recruitment team still exceeded their recruitment goals. EMPLOYEE ██████████ asks that UF treat him the same as the other employees who were granted time off for personal reasons. His requested accommodation would impose no undue hardship upon UF.

B. Law

UF's Refusal to Accommodate EMPLOYEE ██████████'s Religious Beliefs Violates Title VII and the Florida Civil Rights Act.

UF's refusal to accommodate EMPLOYEE ██████████'s religious beliefs violates Title VII of the Civil Rights Act of 1964 ("Title VII") and the Florida Civil Rights Act ("FCRA"). Title VII prohibits UF from discriminating against its employees on the basis of religion and religious beliefs. *See* 42 U.S.C. §2000e-2(a) ("It shall be an unlawful employment practice for an employer . . . to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment because of such individual's . . . religion..."); *see also EEOC v. Abercrombie & Fitch Stores, Inc.*, 575 U.S. 768 (2015) (same). The FCRA mirrors Title VII. Therefore, decisions construing Title VII are applicable when considering claims brought under the FCRA. *Harper v. Blockbuster Entm't Corp.*, 139 F.3d 1385, 1387, 1389–90 (11th Cir.1998).

Title VII defines "religion" as "**all aspects of religious observance and practice, as well as belief.**" 42 U.S.C. §2000e(j) (emphasis added). UF is not permitted to determine which religious adherent has a "correct" or "proper" or "valid" understanding of religious doctrine. Employees' "religious beliefs need not be acceptable, logical, consistent, or comprehensible to others in order to merit [legal] protection." *Thomas v. Review Bd. of Ind. Emp't Sec. Div.*, 450 U.S. 707, 714 (1981); *see also Church of the Lukumi Babalu Aye, Inc. v. City of Hialeah*, 508 U.S. 520, 531 (1993) (same). Membership in or adherence to the tenets of an organized religion is plainly sufficient to provide protection for an individual's sincerely held religious beliefs, but it is not a necessary precondition. *Frazee v. Ill. Dep't of Emp. Sec.*, 489 U.S. 829, 834 (1989).

Title VII also requires an employer "make reasonable accommodation for the religious observances of its employees, short of incurring an undue hardship." *Lake v. B.F. Goodrich Co.*, 837 F.2d 449, 450 (11th Cir.1988) (citation and quotation omitted). The Supreme Court has recently affirmed that an undue hardship requires a showing "that the burden of granting an accommodation would result in substantial increased costs in relation to the conduct of its particular business." *Groff v. DeJoy*, 600 U.S. 447, 470 (2023). This is a "fact-specific inquiry" that "takes into account all relevant factors in the case at hand, including the particular accommodations at issue and their practical impact in light of the nature, size and operating cost of an employer." *Id.* at 468, 470-71 (cleaned up). Impacts on co-workers can be relevant, but only where they "go on to affect the conduct of the business." *Id.* at 472 (cleaned up). "[A] hardship that is attributable to employee animosity to a particular religion, to religion in general, or to the very notion of accommodating religious practice cannot be considered 'undue.'" *Id.*

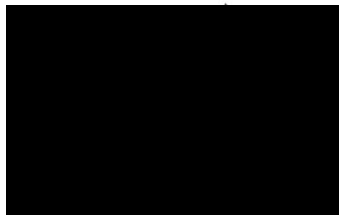
It is undisputed that [EMPLOYEE] has a sincerely held religious belief that compels his attendance at the General Conference. As a licensed minister and member of UPCI, attending the annual conference is an expression of his religious duty. His colleagues are aware of his beliefs, and he has communicated his religious accommodation request to his supervisors. UF is neither qualified nor permitted to test the validity of [EMPLOYEE]'s religious beliefs.

To date, UF has failed to offer a reasonable accommodation to [EMPLOYEE] let alone engage in good-faith efforts to determine if it can accept [EMPLOYEE]'s request. UF has not, and cannot, demonstrate that permitting [EMPLOYEE] to take a week off to observe the General Conference would rise to "an 'excessive' or 'unjustifiable' level." *Id.* at 468-49. UF's willingness to grant personal time to employees for weddings and vacation in the same period of the year belies any claim of undue harm. Therefore, UF must accept [EMPLOYEE]'s religious accommodation request. Denying [EMPLOYEE]'s request would violate Title VII and the FCRA.

CONCLUSION

For these reasons, UF's denial of [EMPLOYEE]'s religious accommodation request should be reconsidered. We are requesting that UF **please provide a written response by close of business on September 9, 2025, confirming in writing** that 1) [EMPLOYEE]'s religious accommodation request for attendance at the 2025 UPCI National Conference has been approved; 2) [EMPLOYEE]'s future attendance at the annual UCPI Scripture memory and UCPI National Conference religious events will be permitted; and 3) [EMPLOYEE] will not be subjected to hostility or retaliation based upon his religion and religious observance.

If we do not receive this response, Liberty Counsel will take additional action to prevent irreparable harm to cherished liberties. Thank you for your consideration.



Attachments

c.

Via Email

[Redacted] Director A

[Redacted] Director B

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[Redacted]@ufl.edu

[Redacted]

[Redacted]

[Redacted]

[Redacted]