Certain questions have been raised regarding the University Medical Associates (UMA) non-compete clause for clinical faculty. As I understand the issues, while UMA has had a non-compete clause since 2003, concerns have recently emerged regarding this year’s implementation which include but are not limited to revisions to the non-compete clause and how they have been determined, which copies of the clause are relevant, the notification period for signing, the manner in which disputes might be addressed, and overall communication. Since I first learned of this situation on September 28th, the Faculty Senate and the UMA Executive Committee agreed that the original deadline of September 30th for signing the UMA non-compete clause would be postponed to October 15th so principal parties have an opportunity to discuss the issues that elicited the concerns. I appreciate the flexibility by all concerned so that discussion will lead to an informed resolution. My representatives and I consulted with leaders of the MUSC Faculty Senate, UMA administration, College of Medicine leadership, and the University and UMA general counsels. I am now writing to clarify key considerations and to indicate a course of action for resolution within the two-week window.

While the UMA non-compete clause has been in effect since 2003, a primary concern has to do with the extent to which the UMA clause is incorporated as part of the MUSC Faculty Contract and the implications for a MUSC faculty member’s rights for appeal within the Faculty Handbook policies, particularly Section 8.11 pertaining to faculty contract dispute resolution. Variations in how MUSC departments have handled the UMA non-compete clause and the Faculty Contract indicate to me that understandable confusion exists. In actuality, UMA is a separate 501(c)(3) corporation and therefore is not subject to MUSC jurisdiction through the Provost and the MUSC Faculty Senate, and so provisions through the MUSC Faculty Handbook do not pertain to UMA members. UMA members, those MUSC full-time faculty who are physicians or doctoral level clinical professionals, receive separate checks, benefits, and separate due
respond to any specific questions MUSC faculty members may have regarding this or any other concerns.

address key questions.

the Faculty Senate leadership and the deans regarding what steps we might take to better inform and implementation are effectively communicated.

Finally, it is critically important that in the future all elements of the Faculty Contract and its implementation are effectively communicated to the faculty. I will continue to have conversations with the Faculty Senate leadership and the deans regarding what steps we might take to better inform and address key questions.

I appreciate the patience of key leadership and others as we work through this issue. I am pleased to respond to any specific questions MUSC faculty members may have regarding this or any other concerns.

cc: Raymond S. Greenberg, M.D., Ph.D., President
Annette R. Drachman, MUSC General Counsel
Allyson J. Abernathy, UMA General Counsel
Bart Yancey, Director of Business and Administrative Services, Office of the Provost