STATE OF MICHIGAN

COURT OF APPEALS

DANIEL ROBBINS and PHYLLIS JEAN ROBBINS, Plaintiffs-Appellants,	UNPUBLISHED February 9, 1999
v	No. 205020 St. Clair County
ST. CLAIR COUNTY COMMUNITY COLLEGE, Defendant-Appellee.	LC No. 93-000615 CK

Before: McDonald, P.J. and Jansen and Talbot, JJ.

PER CURIAM.

Plaintiffs Daniel and Phyllis Robbins appeal as of right from an order granting summary disposition pursuant to MCR 2.116(C)(10) to defendant St. Clair County Community College. Plaintiffs challenge this order, as well as the trial court's denial of their motion to amend their complaint. We affirm in part, reverse in part, and remand.

With respect to their promissory estoppel claim, plaintiffs argue there was a genuine issue of material fact regarding whether defendant promised plaintiff Daniel Robbins ("plaintiff") that he would not be terminated from his job even if he did not acquire his master's degree, as required by successive collective bargaining agreements. This Court reviews the grant or denial of summary disposition de novo. *Spiek v Dept' of Transportation*, 456 Mich 331, 337; 572 NW2d 201 (1998).

This Court has held that the elements of promissory estoppel are:

> A promise which the promisor should reasonably expect to induce action or forbearance on the part of the promisee or a third person and which does induce such action or forbearance is binding if injustice can be avoided only by enforcement of the promise. The remedy granted for breach may be limited as justice requires. [*Ypsilanti Twp v General Motors Corp*, 201 Mich App 128, 133-134; 506 NW2d 556 (1993), quoting 1 Restatement Contracts, 2d § 90, p 242.]

Promissory estoppel requires an actual, clear, and definite promise. *State Bank of Standish v Curry*, 442 Mich 76, 84-85; 500 NW2d 104 (1993); *Ypsilanti Twp*, *supra* at 134. Reliance is reasonable only if it is induced by an actual promise. *Id.* The doctrine of promissory estoppel is cautiously applied and should only be applied where the facts are unquestionable and the wrong to be prevented undoubted. *Barber v SMH (US), Inc*, 202 Mich App 366, 376; 509 NW2d 791 (1993).

In this case, plaintiffs failed to present evidence of a clear and definite promise. That defendant did not require plaintiff to obtain a master's degree from 1968 through 1982 is not enough to establish a promise that the master's degree requirement would never be enforced. See *Standish, supra* at 87. Moreover, because the specific language of the 1982 to 1985 collective bargaining agreement stated that plaintiff would lose his preferred status in 1989, even if plaintiffs could have shown a clear and definite promise, reliance on it would have been unreasonable. Therefore, the trial court properly granted summary disposition on this claim.

Plaintiffs also challenge the trial court's denial of their motion to amend their complaint to add a claim based on the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 *et seq.*; MSA 17.62(1) *et seq*. A court should freely grant leave to amend a complaint when justice so requires. MCR 2.118(A)(2); *Weymers v Khera*, 454 Mich 639, 658; 563 NW2d 647 (1997). Reasons to deny any amendment include undue delay, bad faith and futility. *Ben P Fyke & Sons, Inc v Gunter Co*, 390 Mich 649, 659; 213 NW2d 134 (1973). However, the lower court may not deny an amendment based on undue delay alone. *Stanke v State Farm Mutual Automobile Ins Co*, 200 Mich App 307, 321-322; 503 NW2d 758 (1993). Here the trial court improperly denied plaintiff's motion solely on the basis of undue delay. Therefore, we reverse the trial court's denial of plaintiff's motion to amend.

In cases of undue delay, the appropriate remedy is "to sanction the offending party to reimburse the opponent for the additional expenses and attorney fees incurred because of the inexcusable delay in requesting an amendment." MCR 2.118(A)(3); *Stanke, supra* at 321. Although defendant argues that plaintiffs' amendment would have been futile, that was not an issue presented to the lower court. Accordingly, we remand the matter to the trial court to determine if amendment would be futile. *Id.* at 322.

Affirmed in part, reversed in part, and remanded for proceedings consistent with this opinion. We do not retain jurisdiction.

/s/ Gary R. McDonald
/s/ Kathleen Jansen
/s/ Michael J. Talbot