

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO
(Rule 13e-4)

Tender Offer Statement Under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

General Employment Enterprises, Inc.
(Name of Subject Company (Issuer))

General Employment Enterprises, Inc.
(Name of Filing Person (Offeror))

Options to Purchase Common Stock, No Par Value,
under the General Employment Enterprises, Inc. 1995 Stock
Option Plan, the General Employment Enterprises, Inc. 1997
Stock Option Plan, and
the General Employment Enterprises, Inc. 1999 Stock Option
Plan
(Title of Class of Securities)

369730106
(CUSIP Number of Class of Securities)

Herbert F. Imhoff, Jr.
General Counsel
General Employment Enterprises, Inc.
One Tower Lane, Suite 2100
Oakbrook Terrace, IL 60181
(630) 954-0400

with copy to:
Robert B. Chapman
FagelHaber LLC
55 East Monroe Street, 40th Floor
Chicago, IL 60603
(312) 246-7500

(Name, address and telephone numbers of persons authorized to receive
notices and communications on behalf of filing person)

Calculation of Filing Fee

Transaction valuation*	Amount of filing fee
\$40,000	\$8

* Calculated solely for purposes of determining the filing fee. This amount assumes that options to purchase 600,149 shares of common stock of General Employment Enterprises, Inc. having an aggregate value of \$40,000 as of August 5, 2002 will be exchanged pursuant to this offer. The aggregate value of such options was calculated based on the Black-Scholes Option pricing model. The amount of the filing fee, calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, equals 1/50th of one percent of the value of the transaction.

// Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

// Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

// third party tender offer subject to Rule 14d-1.
/X/ issuer tender offer subject to Rule 13e-4.
// going-private transaction subject to Rule 13e-3.
// amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: //

Item 1. Summary Term Sheet.

The information set forth under "Summary Term Sheet" in the Offer to Exchange, dated August 21, 2002 (the "Offer to Exchange"), attached hereto as Exhibit (a)(3), is incorporated herein by reference.

Item 2. Subject Company Information.

(a) The name of the issuer is General Employment Enterprises, Inc., an Illinois corporation (the "Company"), and the address of its principal executive office is One Tower Lane, Suite 2100, Oakbrook Terrace, IL 60181. The Company's phone number is (630) 954-0400. The information set forth in the Offer to Exchange under Section 9 ("Information Concerning General Employment Enterprises, Inc.") is incorporated herein by reference.

(b) This Tender Offer Statement on Schedule TO relates to an offer by the Company to exchange all options to purchase the Company's common stock, no par value, (the "Common Stock") having an exercise price equal to or greater than \$3.00 per share currently outstanding under the General Employment Enterprises, Inc. 1995 Stock Option Plan, the General Employment Enterprises, Inc. 1997 Stock Option Plan and the General Employment Enterprises, Inc. 1999 Stock Option Plan (the "Plans") for new options to purchase shares of the Common Stock to be granted under the Plan, upon the terms and subject to the conditions described in the Offer to Exchange and the related election form, attached hereto as Exhibits (a)(3) and (a)(5). The information set forth in the Offer to Exchange under "Summary Term Sheet," Section 1 ("Number of Options and Exercise Price; Expiration Date"), Section 5 ("Acceptance of Options for Exchange and Issuance of New Options") and Section 8 ("Source and Amount of Consideration; Terms of New Options") is incorporated herein by reference.

(c) The information set forth in the Offer to Exchange under Section 7 ("Price Range of Common Stock Underlying the Options") is incorporated herein by reference.

Item 3. Identity and Background of Filing Person.

(a) The information set forth under Item 2(a) above is incorporated herein by reference. The information set forth in Schedule A to the Offer to Exchange is incorporated herein by reference.

(b) Not applicable.

(c) Not applicable.

(d) Not applicable.

Item 4. Terms of the Transaction.

(a) The information set forth in the Offer to Exchange under "Summary Term Sheet," Section 1 ("Number of Options and Exercise Price; Expiration Date"), Section 3 ("Procedures for Tendering Options"), Section 4 ("Withdrawal Rights"),

Section 5 ("Acceptance of Options for Exchange and Issuance of New Options"), Section 6 ("Conditions of the Offer"), Section 8 ("Source and Amount of Consideration; Terms of New Options"), Section 11 ("Status of Options Acquired by Us in the Offer; Accounting Consequences of the Offer"), Section 12 ("Legal Matters; Regulatory Approvals"), Section 13 ("Material Federal Income Tax Consequences") and Section 14 ("Extension of Offer; Termination; Amendment") is incorporated herein by reference.

(b) The information set forth in the Offer to Exchange under "Summary Term Sheet" and Section 10 ("Interests of Directors and Officers; Transactions and Arrangements Concerning the Options") is incorporated herein by reference.

(c) Not applicable.

(d) Not applicable.

(e) Not applicable.

(f) Not applicable.

Item 5. Past Contacts, Transactions, Negotiations and Arrangements.

(a) Not applicable.

(b) Not applicable.

(c) Not applicable.

(d) Not applicable.

(e) The information set forth in the Offer to Exchange under Section 10 ("Interests of Directors and Officers; Transactions and Arrangements Concerning the Options") is incorporated herein by reference. The Plans attached hereto as Exhibit (d)(1), Exhibit (d)(2), Exhibit (d)(3), and Exhibit (d)(4) and the form of the stock option agreement attached hereto as Exhibit (d)(5) contain information regarding the subject securities.

Item 6. Purposes of the Transaction and Plans or Proposals.

(a) The information set forth in the Offer to Exchange under Section 2 ("Purpose of the Offer") is incorporated herein by reference.

(b) The information set forth in the Offer to Exchange under Section 5 ("Acceptance of Options for Exchange and Issuance of New Options") and Section 11 ("Status of Options Acquired by Us in the Offer; Accounting Consequences of the Offer") is incorporated herein by reference.

(c) The information set forth in the Offer to Exchange under Section 2 ("Purpose of the Offer") is incorporated herein by reference.

(d) Not applicable.

Item 7. Source and Amount of Funds or Other Consideration.

(a) The information set forth in the Offer to Exchange under Section 8 ("Source and Amount of Consideration; Terms of New Options") is incorporated herein by reference.

(b) The information set forth in the Offer to Exchange under Section 6 ("Conditions of the Offer") is incorporated herein by reference.

(c) The information in the Offer to Exchange under Section 15 ("Fees and Expenses") is incorporated herein by reference.

(d) Not applicable.

Item 8. Interest in Securities of the Subject Company.

(a) The information set forth in the Offer to Exchange under Section 10 ("Interests of Directors and Officers; Transactions and Arrangements Concerning the Options") is incorporated herein by reference.

(b) The information set forth in the Offer to Exchange under Section 10 ("Interests of Directors and Officers; Transactions and Arrangements Concerning the Options") is incorporated herein by reference.

Item 9. Person/Assets, Retained, Employed, Compensated or Used.

(a) Not applicable.

(b) Not applicable.

Item 10. Financial Statements.

(a) The information set forth in the Offer to Exchange under Section 9 ("Information Concerning General Employment Enterprises, Inc.") and Section 16 ("Additional Information"), and on pages 9 through 20 of the Company's Annual Report on Form 10-K for the year ended September 30, 2001 and pages 2 through 4 of the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002 is incorporated herein by reference.

(b) Not applicable.

(c) The Selected Financial Data set forth in the Offer to Exchange under section 9 ("Information Concerning General Employment Enterprises, Inc.") is incorporated herein by reference.

Item 11. Additional Information.

(a) The information set forth in the Offer to Exchange under Section 10 ("Interests of Directors and Officers; Transactions and Arrangements Concerning the Options") and Section 12 ("Legal Matters; Regulatory Approvals") is incorporated herein by reference.

(b) Not applicable.

Item 12. Exhibits

The following exhibits are filed as a part of this report:

Number Description of Exhibit

(a)(1) Press Release issued by General Employment Enterprises, Inc. on August 6, 2002.

(a)(2) Form of letter to eligible option holders.

(a)(3) Offer to Exchange, dated August 21, 2002.

(a)(4) Form of Personnel Option Status Report.

- (a)(5) Form of Election Form.
- (a)(6) Form of Withdrawal Form.
- (a)(7) Form of Affidavit of Loss.
- (a)(8) Form of Election Acknowledgement Form.
- (a)(9) General Employment Enterprises, Inc. Annual Report on Form 10-K for its fiscal year ended September 30, 2001, filed with the SEC on November 21, 2001, which is incorporated herein by reference.
- (a)(10) General Employment Enterprises, Inc. Quarterly Report on Form 10-Q for its fiscal quarter ended June 30, 2002, filed with the SEC on August 2, 2002, which is incorporated herein by reference.
- (d)(1) General Employment Enterprises, Inc. 1995 Stock Option Plan. Incorporated by reference to Exhibit 4.1 to the Registrant's Form S-8 Registration Statement dated April 25, 1995, Registration No. 33-91550.
- (d)(2) General Employment Enterprises, Inc. 1997 Stock Option Plan. Incorporated by reference to Exhibit 10(n) to the Registrant's Annual Report on Form 10-KSB for the fiscal year ended September 30, 1998, Commission File No. 001-05707.
- (d)(3) Resolution of the Board of Directors adopted September 28, 1998, amending the General Employment Enterprises, Inc. 1997 Stock Option Plan. Incorporated by referenced to Exhibit 10(o) to the Registrant's Annual Report on Form 10-KSB for the fiscal year ended September 30, 1998, Commission File No. 001-05707.
- (d)(4) General Employment Enterprises, Inc. 1999 Stock Option Plan. Incorporated by reference to Exhibit 10 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 1999, Commission File No. 001-05707.
- (d)(5) Form of Stock Option Agreement under the General Employment Enterprises, Inc. 1999 Stock Option Plan.

Item 13. Information Required by Schedule 13E-3.

Not applicable.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Schedule TO is true, complete and correct.

Date: August 21, 2002 By: /s/ Kent M. Yauch
Kent M. Yauch
Vice President,
Chief Financial Officer and Treasurer

Exhibit (a)(1)

Press Release issued by General Employment Enterprises, Inc. on August 6, 2002

FOR IMMEDIATE RELEASE

August 6, 2002

COMPANY: General Employment Enterprises, Inc.

CONTACTS: Herbert F. Imhoff, Jr.
Chairman of the Board & Chief Executive Officer
Phone (630) 954-0402 (630) 954-0595 fax

Doris A. Bernar
Communications Manager & Assistant Corporate Secretary
Phone (630) 954-0495 (630) 954-0592 fax
invest@genp.com e-mail

General Employment's Executive Management
Volunteer to Take Pay Cut

Company Will Expense Stock Options
and Adopt Stock Option Exchange Program

Following a board of directors meeting held on August 5, 2002, General Employment Enterprises, Inc. (AMEX: JOB) announced several actions designed to better align the Company's employees and management with shareholder interests and thereby assist in increasing shareholder value.

Compensation Reduction

The Company announced that Herbert F. Imhoff, Jr., Chief Executive Officer, is voluntarily reducing his salary by 20% effective August 1, 2002. Other members of the executive management team volunteered to reduce their salaries by 10% each, and the outside members of the board of directors volunteered to reduce their fees by 50% each.

Commenting on the reductions, Herbert F. Imhoff, Jr. said, "The past year or so has been a difficult period for the Company due to the U.S. economic slowdown and the declining demand for the Company's services. We have taken many steps to reduce the Company's cost structure. Our executive management team and board of directors felt that it would be in the best interests of the Company and its shareholders to reduce their salaries and fees to help contain costs until revenues improve. It is this level of commitment, dedication and self-sacrificing that I believe makes our management team and board very unique."

Company to Expense Stock Options

At its meeting, the audit committee of the Company's board of directors approved the adoption of expensing the fair value of stock options pursuant to SFAS No. 123, "Accounting for Stock-Based Compensation," effective retroactively to October 1, 2001. Mr. Imhoff commented, "In the past, we disclosed the effects of stock options in our annual reports. For fiscal 2002 we will begin recording them as compensation expense in our results of operations. In making this decision, the Company considered that investors today are looking for this type of information and that it is considered to be a preferable method of accounting."

Stock Option Exchange Program

The Company's board of directors voted at its meeting yesterday to offer a voluntary stock option exchange program for its employees and directors. An offer will be made to all holders of existing stock options having an option price of \$3.00 per share

or higher. They will be able to exchange each eligible option for a new option to be granted as of August 5, 2002, provided that current options having an exercise price of \$5.50 per share or more will be required to tender two options to receive one new option. The Company expects approximately 600,000 option shares to be eligible for exchange. Because of the two-for-one feature applicable to certain options, there could be a net reduction of up to 155,000 in the number of outstanding stock options as a result of the exchange. The Company estimates that the cost of expensing stock options in fiscal 2002, under SFAS No. 123, will increase its net loss for the year by approximately \$70,000 (or \$0.01 per share).

Details of the option exchange program, including new vesting schedules, will be contained in the offering documents. The offering documents will be distributed to eligible option holders upon the completion of all regulatory requirements, which is expected to be within two weeks.

Option holders should carefully read the offering materials when available from the company because they will contain important information and additional details for the exchange offer. Option holders may also obtain the exchange offer materials, tender offer statement, and other filed documents for free at the Securities and Exchange Commission's website, www.sec.gov. The exchange offer materials will be available for free from the company.

Mr. Imhoff remarked, "General Employment and its Board of Directors view stock options as an essential part of the Company's compensation program for its managers, designed to attract and retain the best employees. The intent is to reward individuals for their strong contributions to the Company and to insure that their interests are aligned with shareholders."

Mr. Imhoff explained, "The senior officers and directors are voluntarily agreeing to forgo a portion of their base salary to help improve the cash flow of the corporation, and many other key employees have had a reduction in their compensation due to adverse business conditions. The board has chosen to offer this exchange to benefit those who continue to make significant contributions to the Company, in spite of the economic downturn over which they have no direct control."

Conclusion

Concluding his remarks, Mr. Imhoff said, "We hope the economy will rebound soon. However we, like many of our peer companies, remain cautious about the outlook for remainder of the calendar year. We will continue to do whatever we can do to increase revenues and to minimize our expenses without impacting future business once the economy improves."

This news release contains forward-looking statements that are based on management's current expectations and are subject to risks and uncertainties. Some of the factors that could affect the Company's future performance include general business conditions, the demand for the Company's services, the ability of the Company to attract and retain qualified personnel for regular full-time placement and contract project assignments, and the ability to attract and retain qualified corporate and branch management.

General Employment provides information technology and technical staffing services, operating 33 branch offices in major metropolitan and suburban business centers in 12 states. The Company's shares are traded on the American Stock Exchange under the trading symbol JOB.

Exhibit (a)(2)
FORM OF LETTER TO ELIGIBLE OPTION HOLDERS

[GRAPHIC OMITTED] General Employment /TRIAD Personnel

General Employment Enterprises, Inc.
Stock Option Exchange Program

August 21, 2002

Dear General Employment Option Holder:

I'm sure you are aware of the current economic environment and the volatility the stock markets have experienced over the past year and a half. Many of our employees hold stock options with an exercise price that substantially exceeds the current trading price of our stock. Our Board of Directors recognizes the role our options play in providing long-term rewards for excellent performance. The Board also recognizes that many of these "underwater" stock options may not be providing the performance incentive that options should create for our employees. For that reason we have reviewed ways to provide you with the benefit of options that may have a greater potential to increase in value. As a result, we are announcing our Stock Option Exchange Program.

This voluntary program generally allows our employees the opportunity to surrender existing outstanding options that have an exercise price of \$3.00 or higher. Under the terms of the offer, you will be given the opportunity to exchange your existing eligible options for replacement options that will have an exercise price of \$0.86 per share, which was the closing price of the Company's common stock on the American Stock Exchange on August 5, 2002. You will receive one new option for every eligible option that you exchange having an exercise price from \$3.00 to \$5.50 per share, and you will receive one new option for every two eligible options that you exchange having an exercise price above \$5.50 per share. Replacement options will be issued in a full number of shares, and any fractional shares will be forfeited. The replacement options to be issued to you will be considered granted as of August 5, 2002, and they will expire on August 4, 2012. The replacement options will have a new waiting period before they may be exercised that will be equal to the waiting period of the tendered options when they were granted.

The offer is being made under the terms and subject to the conditions of an Offer to Exchange and related documents that we have included with this letter:

A Personnel Option Status Report showing your outstanding option grants that are eligible for exchange

A detailed description of the offer titled Offer to Exchange

An Election Form that you will need to complete and return to us

A Withdrawal Form that you will need to complete if you decide to withdraw any tendered options

An Affidavit Form that you will need to complete if you lost any option agreement or amendment that you want to tender for exchange

You should read the information provided and consider your decision carefully. If you wish to participate in this program, your Election Form, along with your tendered option agreements, must be received by Nancy C. Frohnmaier, Vice President and Corporate Secretary, at General Employment Enterprises, Inc., One Tower Lane, Suite 2100, Oakbrook Terrace, IL 60181, by 5:00 p.m., Central time, on or before September 20, 2002. If you have any questions about the offer after reading the enclosed materials, you can send me a fax at (630) 954-0595 or or e-mail me at cimhoff@genp.com. Due to the nature of this offer, we cannot answer questions over the telephone.

The Board and I continue to believe that our long-term opportunities for growth are excellent, and we want to provide the best ways to reward you for focusing and delivering on these opportunities. Thank you for your continued commitment to General Employment.

Sincerely,

Herbert F. Imhoff, Jr.
Chairman of the Board and
Chief Executive Officer

Enclosures

General Employment Enterprises, Inc.
One Tower Lane, Suite 2100, Oakbrook Terrace, IL 60181
(630) 954-0400 FAX (630) 954-0447

GENERAL EMPLOYMENT ENTERPRISES, INC.

Offer To Exchange Outstanding Stock Options
Under the General Employment Enterprises, Inc. 1995 Stock Option Plan,
the General Employment Enterprises, Inc. 1997 Stock Option Plan and
the General Employment Enterprises, Inc. 1999 Stock Option Plan

The Offer and Withdrawal Rights Expire
at 5:00 p.m., Central Time, on September 20, 2002
Unless the Offer is Extended.

General Employment Enterprises, Inc. (the "Company") is offering to its employees and directors, the opportunity to exchange outstanding options to purchase shares of its common stock that have an exercise price equal to or greater than \$3.00 per share granted under the General Employment Enterprises, Inc. 1995 Stock Option Plan, the General Employment Enterprises, Inc. 1997 Stock Option Plan and the General Employment Enterprises, Inc. 1999 Stock Option Plan (the "Plans"), for new options to purchase shares of the Company's common stock.

Under the terms of the offer, you are given the opportunity to exchange your existing eligible options for replacement options that will have an exercise price of \$0.86 per share, which was the closing price of the Company's common stock on the American Stock Exchange on August 5, 2002. You will receive one new option for every eligible option that you exchange having an exercise price from \$3.00 to \$5.50 per share, and you will receive one new option for every two eligible options that you exchange having an exercise price above \$5.50 per share. Replacement options will be issued in a full number of shares. Any fractional shares will be forfeited.

The replacement options to be issued to you will be considered granted as of August 5, 2002 and they will expire on August 4, 2012. The replacement options will have a waiting period before they may be exercised that will be equal to the waiting period of the tendered options when they were granted.

If you wish to accept this offer, you must complete an election form agreeing to exchange your eligible stock options for new options. This offer is currently expected to expire at 5:00 p.m., Central time, on September 20, 2002, (the "Exchange Offer Expiration Date"), unless we extend the offer to a later date. Section 14 describes our rights to extend, terminate and amend the offer.

This offer is not conditioned upon a minimum number of options being tendered. However, this offer is subject to conditions which we describe in Section 6 of this offer.

Although our board of directors has approved this offer, neither we nor our board of directors makes any recommendation as to whether you should tender or refrain from tendering your options for exchange. You must make your own decision whether you should tender your options.

However, we believe that the offer may create a better opportunity for the option holders who elect to exchange their options to obtain value from their options and our stock option program in the short term. The Board of Directors recognizes that the decision to accept or reject the offer is an individual decision that should be based on a variety of factors. You should consult your personal advisors if you have questions about your financial and/or tax situation.

Shares of the Company's common stock are quoted on the American Stock Exchange under the symbol "JOB." On August 19, 2002, the last reported sale price of the common stock on the American Stock Exchange was \$0.90 per share. We recommend that you obtain current market quotations for our common stock before deciding whether to tender your options.

August 21, 2002

THIS OFFER TO EXCHANGE HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY STATE SECURITIES COMMISSION NOR HAS THE SEC OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS OFFER TO EXCHANGE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

-2-

TABLE OF CONTENTS

Description	Page
SUMMARY TERM SHEET	4
THE OFFER	11
1. Number of Options and Exercise Price; Expiration Date	11
2. Purpose of the Offer	12
3. Procedures for Tendering Options	13
4. Withdrawal Rights	14
5. Acceptance of Options for Exchange and Issuance of New Options	14
6. Conditions of the Offer	15
7. Price Range of Common Stock Underlying the Options	15
8. Source and Amount of Consideration; Terms of New Options	16
9. Information Concerning General Employment Enterprises, Inc.	18
10. Interests of Directors and Officers; Transactions and Arrangements Concerning the Options	19
11. Status of Options Acquired by Us in the Offer; Accounting Consequences of the Offer	19
12. Legal Matters: Regulatory Approvals	20
13. Material Federal Income Tax Consequences	20
14. Extension of the Offer; Termination; Amendment	21
15. Fees and Expenses	22
16. Additional Information	23
17. Miscellaneous	24

-3-

SUMMARY TERM SHEET

The following are answers to some of the questions that you may have about this offer. We urge you to read carefully the remainder of this offer and the accompanying election form because the information in this summary is not complete. Additional important information is contained in the remainder of this offer to exchange and the election form.

What securities are we offering to exchange?

We are offering to exchange all eligible stock options to purchase shares of our common stock for new stock options to be granted under the Plans.

What stock options are eligible for exchange?

All outstanding options to purchase shares of our common stock that have an exercise price equal to or greater than \$3.00 per share that were granted under the Plans are eligible for exchange (the "Eligible Stock Options").

Why are we making the offer?

Many of our outstanding options have per share exercise prices that are significantly higher than the current market price per share of our common stock. We believe these options are unlikely to be exercised in the foreseeable future. This program will offer option holders a choice to keep their current stock options at their current exercise price or to surrender those options in exchange for new options to purchase shares of our common stock that were granted by the Company's Board of Directors on August 5, 2002 (the "Replacement Grant Date"). We would like to provide our employees with the benefit of owning options that over time may have a greater potential to increase in value, to create better performance incentives for employees and thereby maximize shareholder value.

What are the conditions to the offer?

If anyone files a lawsuit or a regulatory body takes an action challenging the offer or seeking to terminate or

delay the completion of the offer, we reserve the right to terminate or delay the offer. The offer is not subject to a minimum number of options being tendered. These and other conditions are more fully described in Section 6.

Who may participate in the exchange offer?

Any active employee holding an Eligible Stock Option may participate. Non-employee members of our Board of Directors also may participate in the exchange offer.

-4-

Are there any eligibility requirements I must satisfy until the expiration date of the offer in order to receive the new options?

To receive grants of new options in this offer, you must be an active employee or a non-employee director of the Company or one of its subsidiaries from the date you tender your Eligible Stock Options through the Exchange Offer Expiration Date. We will grant the new options as of the Replacement Grant Date. If you are not an active employee or non-employee director of the Company or one of its subsidiaries from the date you tender your Eligible Stock Options through the Exchange Offer Expiration Date, your tendered options will not be accepted and will remain outstanding. You will not receive any new options in exchange for your tendered options that have been accepted for exchange, and the tendered options will remain outstanding pursuant to their original terms and conditions, including their exercise price and vesting schedule.

Do I have to participate?

No. Participation in the program is completely voluntary.

If I choose to participate, do I have to tender all my options?

We are not accepting partial tenders of an individual option grant. To tender any shares under an individual grant, you must tender all shares still subject to the grant. In other words, if you choose to tender any options granted on a particular grant date, you must tender all the options granted on that date. If you have been granted options on multiple grant dates, you may choose to tender options granted on one or more grant dates, but you do not need to tender all options granted at every grant date.

For example, if you hold an option to purchase 3,000 shares of common stock, then you must either tender all of such option to purchase the entire 3,000 shares of common stock or none of such option; you cannot tender only part of the option and retain the remainder of the option. On the other hand, if you have more than one option grant, you may choose to tender all options granted on one date but retain all those granted on another date.

How does the exchange work?

To participate you must make a voluntary election on or before September 20, 2002 to cancel outstanding stock options. You will receive one new option for every eligible option that you exchange having an exercise price from \$3.00 to \$5.50 per share, and you will receive one new option for every two eligible options that you exchange having an exercise price above \$5.50 per share. Replacement options

will be issued in a full number of shares. Any fractional shares will be forfeited. Each new option will contain a new vesting schedule and other differences described in Section 8.

What will the exercise price of my new options be?

The exercise price of the new options will be \$0.86 per share, which was the closing price of the Company's common stock on the American Stock Exchange on August 5, 2002.

-5-

When will I receive my new options?

We will need time after the Exchange Offer Expiration Date to make the new options available to you and to provide you with documentation of the grant. You should receive the documentation relating to the new options within one month following the Exchange Offer Expiration Date.

Is this a repricing?

This is not a stock option repricing in the traditional sense. Under a traditional stock option repricing, an employee's current options would be immediately repriced, with no other changes in terms.

When will the new options vest and expire?

The replacement options will have a waiting period before they may be exercised that will be equal to the waiting period of the tendered options when they were granted. Existing options that had a two-year vesting period will be replaced by new options that will have a new two-year vesting period, and they will vest 100% on the two-year anniversary of the Replacement Grant Date. Existing options that vested immediately at the time of original grant will be replaced by options that will vest immediately as of the Replacement Grant Date. You will lose the benefit of any vesting of your tendered options that are accepted for exchange and cancelled in this offer. Each new option will expire ten years after the date it is granted.

What will be the terms and conditions of my new options?

The terms and conditions of the new options will be set forth in a new option agreement. The new options will differ from the cancelled options with respect to the exercise price, vesting schedule, and other differences described in Section 8.

Can I have an example of an offer to exchange?

Example 1

Assumptions:

Your Original Grant Date: February 15, 1997
Your Original Stock Option: 3,000 shares
Your Original Stock Option Price: \$ 4.00 per share
Your Original Vesting Schedule: Two years vesting period.
Vesting Date was February 15, 1999.

Your Replacement Grant Date: August 5, 2002
Your New Stock Option: 3,000 shares
Your New Stock Option Price: \$0.86 per share
Your New Vesting Schedule: Two years vesting period.
Vesting date will be August 5, 2004

Example 2

Assuming the same facts as for

Example 1 above, except:

Your Original Stock Option Price: \$ 6.00 per share

Your New Stock Option: 1,500 shares

One new share for every two shares
tendered.

In Example 2, for every two existing stock options that you tender having a current exercise price of more than \$5.50 per share, you will receive one new stock option share. The vesting schedule would be exactly the same time period you had to wait for the original options to vest.

What happens if my new options end up underwater?

We are conducting this offer only at this time as a result of the unusual stock market conditions that have affected many companies throughout the country. This is therefore considered a one-time offer and is not expected to be offered again in the future. As your stock options are valid for ten years from the date of initial grant, subject to continued employment, the price of our common stock may appreciate over the long term even if your options are underwater for some period of time after the Replacement Grant Date. We can provide no assurances as to the price of our common stock at any time in the future.

What happens if the Company is subject to a change in control after the new options are granted?

The Board of Directors may, in its discretion, take any action it deems appropriate with respect to the options, including substituting new options for unexpired options, assuming any unexpired options, terminating or cancelling unexpired options, or accelerating the vesting of any unexpired options.

How should I decide whether or not to participate?

The decision to participate must be each individual employee's personal decision, and it will depend largely on each employee's assumptions about the future overall economic environment, our business and our stock price on the American Stock Exchange.

Will I have to pay taxes if I exchange my options in the offer?

We believe that the exchange will be treated as a non-taxable exchange. If you exchange your current options for new options, we believe you will not be required under current law to recognize income for U.S. federal income tax purposes at the time of the exchange. Furthermore, at the Replacement Grant Date, you will not be required under current law to recognize income for federal income tax purposes. The grant of options is not recognized as taxable income. We recommend that you consult with your own tax advisor to determine the tax consequences of tendering options pursuant to the offer.

Will my new options be incentive stock options or non-qualified options?

Each new option will be a non-qualified stock option.

What are the tax consequences of having a non-qualified stock option?

As noted above, your new options will be non-qualified stock options. You will not have taxable income, and we are not entitled to a tax deduction, upon the grant of the option. Upon exercise of a non-qualified stock option, you will have ordinary income equal to the excess of the fair market value of the shares received over the exercise price of the option, and, provided that certain requirements of the Internal Revenue Code are met, we will be entitled to a corresponding tax deduction. Your tax basis in the shares of stock received upon exercise of a non-qualified stock option will be equal to the fair market value of such shares on the exercise date. If you sell the shares of stock you received upon exercise of a non-qualified stock option, you will generally realize a short-term or long-term capital gain or loss, depending upon whether the shares have been held for more than one year after the date of exercise. The amount of gain or loss will be equal to the difference between the amount received in connection with the sale of the shares, and your tax basis in those shares.

When does the offer expire? Can the offer be extended, and if so, how will I be notified if it is extended?

The offer expires on September 20, 2002, at 5:00 p.m., Central time, unless we extend it. We may, in our discretion, extend the offer at any time, but we do not presently expect to extend the offer. If the offer is extended, we will publicly announce the extension no later than 9:00 a.m. on the next business day following the previously scheduled expiration of the offer period.

How do I tender my options?

If you decide to tender any of your options, you must deliver, before 5:00 p.m., Central time, on September 20, 2002, a properly completed and signed election form that we have provided to you, along with your tendered option agreements, to General Employment Enterprises, Inc., Attn: Nancy C. Frohnmaier, Vice President and Corporate Secretary, General Employment Enterprises, Inc., One Tower Lane, Suite 2100, Oakbrook Terrace, IL 60181.

If we extend the expiration date of the offer beyond that time, you must deliver these documents before 5:00 p.m., Central time, on the extended expiration date of the offer.

We reserve the right to reject any or all tenders of options that we determine are not eligible to be tendered, are not in appropriate form or that we determine are unlawful to accept. Otherwise, we will accept properly and timely tendered options which are not validly withdrawn. Subject to our rights to extend, terminate and amend the offer, we currently expect that we will accept all properly tendered options promptly after the expiration of the offer.

What will happen if I do not have my current stock option agreements?

If you lost or cannot locate the existing stock option agreements that you want to tender, you will need to submit to us, in the form that we provide to you, an affidavit stating that they are lost and that you agree that they will be cancelled.

If I participate, what will happen to my current options?

Options tendered and accepted will be cancelled.

What will happen if I do not turn in my form by the deadline?

If you do not turn in your election form by the deadline, then you will not participate in the option exchange, and all stock options currently held by you will remain intact at their original price and on their original terms.

During what period of time may I withdraw previously tendered options?

You may withdraw your tendered options at any time before 5:00 p.m., Central time, on September 20, 2002. If we extend the offer beyond that time, you may withdraw your tendered options at any time until 5:00 p.m., Central time, on the extended expiration date of the offer. To withdraw tendered options, you must deliver to us a withdrawal form that we have provided to you, or a fax copy, with the required information, while you still have the right to withdraw the tendered options. Once you have withdrawn options, you may re-tender options only by following the procedures described above.

Has the Board of Directors approved the exchange offer?

The Board of Directors approved this offer on August 5, 2002. However, neither we nor the Board of Directors makes any recommendation as to whether you should tender or refrain from tendering your Eligible Stock Options. You need to decide independently whether to tender options.

Whom can I contact if I have questions about the offer?

For additional information or assistance, you should contact in writing:

Herbert F. Imhoff, Jr.
Chairman of the Board and Chief Executive Officer
General Employment Enterprises, Inc.
One Tower Lane, Suite 2100
Oakbrook Terrace, IL 60181
e-mail: cimhoff@genp.com
Fax: (630) 954-0595

-9-

IMPORTANT

If you wish to tender your eligible options for exchange, you must complete and sign the election form in accordance with its instructions, and mail or otherwise deliver it, along with your tendered option agreements, to us at General Employment Enterprises, Inc., Attn: Nancy C. Frohnmayer, Vice President and Corporate Secretary, One Tower Lane, Suite 2100, Oakbrook Terrace, IL 60181.

You should direct questions about this offer or requests for assistance to Herbert F. Imhoff, Jr., Chairman of the Board

and Chief Executive Officer of General Employment Enterprises, Inc., by e-mail at cimhoff@genp.com or by fax at (630) 954-0595.

We are not making this offer to, and we will not accept any tender of options from or on behalf of, option holders in any jurisdiction in which the offer or the acceptance of any tender of options would not be in compliance with the laws of such jurisdiction. However, we may, at our discretion, take any actions necessary for us to make this offer to option holders in any such jurisdiction.

We have not authorized any person to make any recommendation on our behalf as to whether you should tender or refrain from tendering your options pursuant to the offer. You should rely only on the information contained in this document or to which we have referred you. We have not authorized anyone to give you any information or to make any representation in connection with this offer other than the information and representations contained in this document or in the related election form. If anyone makes any recommendation or representation to you or gives you any information, you must not rely upon that recommendation, representation, or information as having been authorized by us.

-10-

THE OFFER

1. Number of Options and Exercise Price; Expiration Date.

We are offering our employees the opportunity to exchange all outstanding options to purchase shares of our common stock that have an exercise price equal to or greater than \$3.00 per share, granted under the General Employment Enterprises, Inc. 1995 Stock Option Plan, the General Employment Enterprises, Inc. 1997 Stock Option Plan and the General Employment Enterprises, Inc. 1999 Stock Option Plan (the "Plans") for new options to purchase shares of our common stock. If you wish to accept this offer, you must complete an election form agreeing to exchange your Eligible Stock Options for new options. This offer currently expires at 5:00 p.m., Central time, on September 20, 2002, unless we extend the offer to a later date. Section 14 describes our rights to extend, terminate and amend the offer.

Under the terms of this offer, you are given the opportunity to exchange your existing eligible options for replacement options that will have an exercise price of \$0.86 per share, which was the closing price of the Company's common stock on the American Stock Exchange on August 5, 2002. You will receive one new option for every eligible option that you exchange having an exercise price from \$3.00 to \$5.50 per share, and you will receive one new option for every two eligible options that you exchange having an exercise price above \$5.50 per share. Replacement options will be issued in a full number of shares. Any fractional shares will be forfeited.

The replacement options to be issued to you will be considered granted as of August 5, 2002 and they will expire on August 4, 2012. The replacement options will have a waiting period before they may be exercised that will be equal to the waiting period of the tendered options when they were granted.

If your employment with General Employment Enterprises, Inc. or one of its subsidiaries terminates after you tendered your options but before the expiration date of this offer, you are not eligible to participate in the offer. No options with an exercise price of less than \$3.00 per share are

eligible to be exchanged in the offer. Participation in this offer does not confer upon you the right to remain employed by us or any of our subsidiaries.

At August 5, 2002, options to purchase 723,149 shares of our common stock were issued and outstanding under the Plans. Of these options, 600,149 are eligible to be exchanged in the offer. The shares of common stock issuable upon exercise of options that may be tendered in connection with the offer represent approximately 83% of the shares of common stock issuable upon exercise of all options outstanding under the Plans as of August 5, 2002.

If we decide to take any of the following actions, then we will publish notice of that action:

- (a) increase or decrease what you will receive for the options you tender that are accepted for exchange;
- (b) increase or decrease the number of options eligible to be tendered in the offer; or
- (c) extend or terminate the offer.

-11-

If we take any of the above actions and the offer is scheduled to expire at any time earlier than ten business days from, and including, the date that notice of the particular action is first published, sent or given in the manner specified, we will also extend the offer so that it will expire ten business days after the date of that notice. For purposes of the offer, a "business day" means any day other than a Saturday, Sunday or federal holiday and consists of the time period from 12:01 a.m. through 12:00 midnight, Central time.

2. Purpose of the Offer.

We issued the options outstanding under the Plans for the following purposes:

- (a) to provide our employees an opportunity to acquire or increase a proprietary interest in our company and thereby maximize shareholder value, thereby creating a stronger incentive to expend maximum effort for our growth and success;
- (b) to provide our employees with the benefit of owning options that over time may have a greater potential to increase in value; and
- (c) to encourage our employees to continue their employment with us.

Many of our outstanding options have exercise prices that are significantly higher than the current market price of our common stock. Because of this, we believe these options are not providing our employees and non-employee directors the opportunity and incentive we desire to provide and that these options are unlikely to be exercised in the foreseeable future. By making this offer to exchange outstanding options for new options that had an exercise price equal to the market value of our common stock on the Replacement Grant Date, we intend to provide you with the benefit of owning options that over time may have a greater potential to increase in value, create better performance incentives for you and thereby maximize shareholder value. We believe that this program will correct the current

underwater options issue, but it is not guaranteed to do so considering the ever-present risks associated with a volatile and unpredictable stock market.

Subject to the foregoing, and except as otherwise disclosed in this offer to exchange or in our filings with the Securities and Exchange Commission (the "SEC"), we presently have no plans or proposals that relate to or would result in:

- (a) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving us;
- (b) any purchase, sale or transfer of a material amount of our assets;
- (c) any material change in our present dividend rate or policy, or our indebtedness or capitalization;
- (d) any change in our present Board of Directors or management, including a change in the number or term of directors or to fill any existing board vacancies or to change any executive officer's material terms of employment;
- (e) any other material change in our corporate structure or business;

-12-

(f) our common stock being delisted from a national securities exchange or not being authorized for quotation in an automated quotation system operated by a national securities association;

(g) our common stock becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

(h) the suspension of our obligation to file reports pursuant to Section 15(d) of the Exchange Act;

(i) the acquisition by any person of additional securities of our company, or the disposition of securities of our company, other than the acquisition of our common stock pursuant to the exercise of options by our employees or the grant of options to our employees in the ordinary course of business; or

(j) any change in our certificate of incorporation or bylaws, or any actions which may impede the acquisition of control of our company by any person.

Although our Board of Directors has approved this offer, the board recognizes that the decision to accept or reject the offer is an individual decision that should be based on a variety of factors. You should consult your personal advisors if you have questions about your financial and/or tax situation.

Neither we nor our Board of Directors makes any recommendation as to whether you should tender your options, nor have we authorized any person to make any such recommendation. You are urged to carefully consider all of the information in this offer to exchange and to consult your own investment and tax advisors. You must make your own decision whether to tender your options for exchange.

3. Procedures for Tendering Options.

To validly tender your options in this offer, you must

properly complete, execute and deliver the election form, along with your tendered options, to the attention of Nancy C. Frohnmaier, Vice President and Corporate Secretary, by mail or delivery at One Tower Lane, Suite 2100, Oakbrook Terrace, IL 60191, before the expiration date of the offer.

If you do not turn in your election form by the expiration date of the offer, then you will not participate in the exchange, and all stock options currently held by you will remain intact at their original exercise price and on their original terms.

The method of delivery of all documents, including election forms, is at the election and risk of the tendering option holder. In all cases, you should allow sufficient time to ensure timely delivery. Delivery will be deemed made only when actually received by us.

We will determine, in our discretion, all questions as to form of documents and the validity, form, eligibility, including time of receipt, and acceptance of any tender of options. Our determination of these matters will be final and binding on all parties. We reserve the right to reject any or all tenders of options that we determine are not eligible to be tendered, are not in appropriate form or that we determine are unlawful to accept. Otherwise, we will accept for exchange properly and timely tendered options that are not validly withdrawn. No tender of options will be deemed to have been properly made until all defects or irregularities have been cured by the tendering option

-13-

holder. Neither we nor any other person is obligated to give notice of any defects or irregularities in tenders, nor will anyone incur any liability for failure to give any such notice.

Your tender of options following the procedures described above constitutes your acceptance of the terms and conditions of the offer. Our acceptance for exchange of your options validly tendered by you will constitute a binding agreement between us and you upon the terms and subject to the conditions of the offer.

Subject to our rights to extend, terminate and amend the offer, we currently expect that we will accept for exchange, promptly after the expiration of the offer, all options properly tendered by eligible employees that have not been validly withdrawn.

4. Withdrawal Rights.

You may only withdraw your tendered options in accordance with the provisions of this Section 4.

You may withdraw your tendered options at any time before 5:00 p.m., Central time, on September 20, 2002. If we extend the offer beyond that time, you may withdraw your tendered options at any time until the new expiration time.

To validly withdraw tendered options, you must deliver a withdrawal form to Nancy C. Frohnmaier, Vice President and Corporate Secretary, by fax at (630) 954-0595 or by mail or delivery at One Tower Lane, Suite 2100, Oakbrook Terrace, IL 60181, before the expiration of the offer. The withdrawal form must specify your name, the grant date, the exercise price, and the total number of option shares subject to each option to be withdrawn. Except as described in the following sentence, the withdrawal form must be executed exactly as your name appears on the option agreement or agreements

evidencing the options. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or another person acting in a fiduciary or representative capacity, the signer's full title and proper evidence of the authority of such person to act in such capacity must be indicated on the withdrawal form.

You may not rescind any withdrawal, and any options you withdraw will thereafter be deemed not properly tendered for purposes of the offer, unless you properly re-tender those options before the expiration date by following the procedures described in Section 3.

Neither General Employment Enterprises, Inc. nor any other person is obligated to give notice of any defects or irregularities in any withdrawal form, nor will anyone incur any liability for failure to give any such notice. We will determine, in our discretion, all questions as to the form and validity, including time of receipt, of notices of withdrawal. Our determination of these matters will be final and binding on all parties.

5. Acceptance of Options for Exchange and Issuance of New Options.

Upon the terms and subject to the conditions of this offer and as promptly as practicable following the Exchange Offer Expiration Date, we will accept for exchange and cancel options properly tendered by eligible employees that have not been properly withdrawn before

-14-

the expiration date. If your options are properly tendered and accepted for exchange by September 20, 2002 and the expiration date for the offer is not extended, we will grant your new options effective as of the Replacement Grant Date.

You will receive one new option for every eligible option that you exchange having an exercise price from \$3.00 to \$5.50 per share, and you will receive one new option for every two eligible options that you exchange having an exercise price above \$5.50 per share. Replacement options will be issued in a full number of shares, and any fractional shares will be forfeited.

To receive grants of new options pursuant to the offer and under the terms of the Plans, you must be an active employee of General Employment Enterprises, Inc. or one of its subsidiaries from the date you tender your Eligible Stock Options through the Exchange Offer Expiration Date. If you are not an active employee or non-employee board member of General Employment Enterprises, Inc. or one of its subsidiaries from the date you tender your Eligible Stock Options through the Exchange Offer Expiration Date, you will not be eligible to participate in the offer, and your tendered options will not be accepted for exchange.

For purposes of the offer, we will be deemed to have accepted for exchange all options that are properly tendered by eligible employees that have not been properly withdrawn, if and when we give written notice to the option holders of our acceptance for exchange of such options, which may be by press release. Subject to our rights to extend, terminate and amend the offer, we currently expect that we will accept for exchange, promptly after the expiration of the offer, all properly tendered options that are not properly withdrawn. If you tender options properly, promptly after we receive tendered options for exchange, we will send you a confirming receipt thereof by mail or, if you choose, by e-mail or fax.

6. Conditions of the Offer.

We will not be required to accept any options tendered for exchange, and we may postpone our acceptance and cancellation of any options tendered for exchange if before the Exchange Offer Expiration Date anyone threatens or files suit or regulatory action is taken that, in our reasonable judgment would (1) make the acceptance for the exchange of, or issue of new options for, some or all of the tendered options illegal or otherwise restrict or prohibit consummation of the offer or otherwise relates in any manner to the offer; or (2) delay or restrict our ability, or render us unable, to accept for exchange, or issue new options for, some or all of the tendered options.

7. Price Range of Common Stock Underlying the Options.

Our common stock is quoted on the American Stock Exchange under the symbol "JOB." The following table shows, for the periods indicated, the high and low sales prices per share of our common stock as quoted on the American Stock Exchange:

Fiscal Quarter End	High	Low
June 30, 2002	\$1.99	\$1.20
March 31, 2002	\$1.79	\$1.20
December 31, 2001	\$1.70	\$1.04
September 30, 2001	\$2.73	\$1.13

-15-

June 30, 2001	\$2.74	\$2.30
March 31, 2001	\$3.38	\$2.30
December 31, 2000	\$3.75	\$2.50
September 30, 2000	\$3.88	\$3.25

As of August 19, 2002, the last reported sale price of our common stock, as quoted on the American Stock Exchange, was \$0.90 per share. We recommend that you obtain current market quotations for our common stock before deciding whether to tender your options.

8. Source and Amount of Consideration; Terms of New Options.

Number of New Options

We will issue new options to purchase common stock under the Plans in exchange for outstanding Eligible Stock Options properly tendered by eligible employees and non-employee directors and accepted for exchange by us. You will receive one new option for every eligible option that you exchange having an exercise price from \$3.00 to \$5.50 per share, and you will receive one new option for every two options that you exchange having an exercise price above \$5.50 per share. Replacement options will be issued in a full number of shares, and any fractional shares will be forfeited. If we receive and accept tenders of all outstanding Eligible Stock Options, we will grant new options to purchase up to a maximum of 445,360 shares of our common stock. The common stock issuable upon exercise of the new options will equal approximately 8.7% of the total shares of our common stock outstanding as of August 5, 2002.

Terms of New Options

The new options will be issued under the Plans. We will issue one or more new option agreements to each option holder who receives new options in the offer. The following

description of the Plans and the new option agreements are summaries, and may not be complete. The Plans and the form of the new stock option agreement, filed as Exhibits (d)(1), (d)(2), (d)(3), (d)(4) and (d)(5), respectively, to the Tender Offer Statement on Schedule TO filed with the SEC, are hereby incorporated by reference. You may also contact us in the manner described in Section 16 to request copies of the Plans or the form of the new option agreement. Upon your request, copies will be provided promptly and at our expense.

The terms and conditions of your current options are set forth in the Plans under which they were granted and the stock option agreements you entered into in connection with the grants. The terms and conditions of the Plans are summarized in the prospectuses prepared by us and previously distributed to you.

General

The shareholders approved the Plans on February 27, 1995, February 24, 1997 and February 22, 1999, respectively. We are authorized to issue up to a total of 878,593 shares of common stock under the Plans. All options we acquire pursuant to this offer will be cancelled and the shares of common stock subject to those options, will be returned to the pool of shares available for grants of new options under the Plans and for issuance upon the exercise of such new options. To the extent such shares are not fully reserved for issuance upon exercise of the new options to be granted in connection with this offer, the shares will be available for future awards to employees and other eligible plan participants without further shareholder action, except as required by applicable law or the rules of the American Stock Exchange or any other securities quotation system or any stock exchange on which our common stock is then quoted or listed.

-16-

Administration

The Compensation and Stock Option Committee of the Board of Directors administers the Plans. It consists of not less than two of our non-employee directors.

Time of Exercise

Generally, you may exercise the vested portion of a new option at any time. At the time of exercise, you must be an employee or non-employee director of General Employment Enterprises, Inc. or one of our subsidiaries and have been continuously so employed from the date we issue you the new options through the date of exercise. In the event of your death or disability during your employment or service with General Employment Enterprises, Inc. or one of our subsidiaries, or in the event of your retirement from General Employment Enterprises, Inc. or one of our subsidiaries, the options that you hold on that date will become fully exercisable. Such options will expire on the earlier of the first anniversary of the death, disability or retirement, or the date that they expire under their terms.

Exercise Price

The exercise price of the new options will be \$0.86 per share, which was the closing price of the Company's common stock on the American Stock Exchange on August 5, 2002.

Vesting/Expiration

The replacement options will have a waiting period before they may be exercised that will be equal to the waiting period of the tendered options when they were granted. Existing options that had a two-year vesting period will be replaced by new options that will have a new two-year vesting period, and they will vest 100% on the two-year

anniversary of the Replacement Grant Date. Existing options that vested immediately at the time of original grant will be replaced by options that will vest immediately as of the Replacement Grant Date. Each new option will expire ten years after the date it is granted.

Change in Control

In addition, the Board of Directors may, in its discretion, take action it deems appropriate with respect to the options, including substituting new options for unexpired options, assuming any unexpired options, terminating or cancelling unexpired options, or accelerating the vesting of any unexpired options.

Federal Income Tax Consequences of Options

Each new option will be a non-qualified stock option under the Internal Revenue Code.

Generally, no taxable income is recognized by an optionee upon the grant of a non-qualified option. The optionee will, in general, recognize ordinary income in the year in which the option is exercised. The amount of ordinary income is equal to the excess of the fair market value of the purchased shares on the exercise date over the exercise price paid for the shares. The optionee will be required to satisfy the tax withholding requirements applicable to such income.

We will be entitled to a business expense deduction equal to the amount of ordinary income recognized by the optionee with respect to the exercised non-qualified option. The deduction will in general be allowed for the taxable year of the Company in which the ordinary income is recognized by the optionee.

-17-

Our statements in this offer concerning the eligible option plans and the new options are merely summaries and do not purport to be complete. The statements are subject to, and are qualified in their entirety by reference to, all provisions of the Plans and the forms of option agreements under the Plans.

We recommend that you consult your own tax advisor with respect to the federal, state and local tax consequences of participating in the offer.

Registration of Option Shares

All shares of common stock issuable upon exercise of options under the Plans, including shares that will be issuable upon exercise of the new options, have been or will be registered under the Securities Act of 1933 on a Registration Statement on Form S-8 filed with the SEC. Unless you are considered an affiliate of ours, you will be able to sell shares you obtain upon the exercise of vested new options free of any transfer restrictions under applicable securities laws.

9. Information Concerning General Employment Enterprises, Inc.

General Employment Enterprises, Inc. was incorporated in the State of Illinois in 1962 and is the successor to employment offices doing business since 1893. In 1987 the Company established Triad Personnel Services, Inc., a wholly owned subsidiary, incorporated in the State of Illinois. The Company provides information technology and technical staffing services, operating 33 branch offices in major metropolitan and suburban business centers in 12 states. Our principal executive offices are located at One Tower Lane, Suite 2100, Oakbrook Terrace, IL 60181. Our telephone

number is (630) 954-0400.

Selected Financial Data

Set forth below is a summary of our selected financial information. The financial data as of and for the years ended September 30, 2001 and 2000 are derived from the audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended September 30, 2001. The financial data as of June 30, 2002 and for the nine-months ended June 30, 2002 and 2001 are derived from the unaudited condensed consolidated financial statements included in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2002. This financial data should be read together with Management's Discussion and Analysis of Financial Condition and Results of Operations and our consolidated financial statements and related notes included in our Annual Report on Form 10-K for the year ended September 30, 2001 and our Quarterly Report on Form 10-Q for the quarter ended June 30, 2002.

-18-

	Nine Months Ended June 30		Year Ended September 30	
(In Thousands, Except Per Share)	2002	2001	2001	2000
Operating results:				
Net revenues	\$15,397	\$24,582	\$31,035	\$39,802
Income (loss) from operations	(3,727)	(1,203)	(2,217)	3,577
Net income (loss)	(2,255)	(481)	(1,066)	2,532
Per share data:				
Net income (loss) - basic	\$ (0.44)	\$ (0.09)	\$ (0.21)	\$ 0.50
Net income (loss) - diluted	(0.44)	(0.09)	(0.21)	0.49
Cash dividends declared	--	--	--	0.30
Book value	2.12	2.57	2.78	
Balance sheet data:				
Net working capital	\$ 7,572	\$ 9,444	\$11,300	
Shareholders' equity	10,857	13,077	14,143	
Total assets	12,941	15,679	19,979	

10. Interests of Directors and Officers; Transactions and Arrangements Concerning the Options.

All of our employees and non-employee directors holding Eligible Stock Options are eligible to tender options for exchange under the offer.

A list of our executive officers and non-employee directors is attached as Schedule A. Schedule A also sets forth the number of options they beneficially own that are eligible to be tendered. As of August 5, 2002, our executive officers and non-employee directors who are eligible to tender outstanding options beneficially owned eligible options to purchase a total of 421,611 shares of our common stock, which represented approximately 70% of all options outstanding as of that date which are eligible to be exchanged under this offer.

Schedule B to this offer lists all transactions in our common stock that were effected during the past 60 days, to our knowledge, by any of our executive officers and non-employee directors.

11. Status of Options Acquired by Us in the Offer; Accounting Consequences of the Offer

All options we acquire pursuant to the offer will be

cancelled and the shares of common stock subject to those options will be returned to the pool of shares available for grants of new options under the Plans and for issuance upon the exercise of such new options. To the extent such shares are not fully reserved for issuance upon exercise of the new options to be granted in connection with the offer, the shares will be available for future awards to employees and other eligible plan participants without further shareholder action, except as required by applicable law or the rules of the American Stock Exchange or any other securities quotation system or any stock exchange on which our common stock is then quoted or listed.

-19-

The Company's Board of Directors has approved the adoption of expensing the fair value of stock options pursuant to SFAS No. 123, "Accounting for Stock-Based Compensation," effective retroactively to October 1, 2001. Under this method of accounting, the Company will record an expense whenever it grants stock options to its employees or non-employee directors, including the new options granted under this offer. The amount of the expense will be determined as the fair value of the stock options on the date of grant, using the Black-Scholes option pricing model, and the expense will be recorded on the books of the Company in the periods that the new options will become vested. We estimate that the pretax cost of expensing the stock options under the offer will be a maximum of \$125,000, to be recorded over the vesting periods of the options.

12. Legal Matters; Regulatory Approvals.

We are not aware of any license or regulatory permit that appears to be material to our business that might be adversely affected by our exchange of options and issuance of new options as contemplated by the offer, or of any approval or other action by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for the acquisition or ownership of our options as contemplated herein. Should any such approval or other action be required, we presently contemplate that we will seek such approval or take such other action. We are unable to predict whether we may determine that we are required to delay the acceptance of options for exchange pending the outcome of any such matter. We cannot assure you that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that the failure to obtain any such approval or other action might not result in adverse consequences to our business. Our obligation under the offer to accept tendered options for exchange and to issue new options for tendered options is subject to conditions, including the conditions described in Section 6.

13. Material Federal Income Tax Consequences.

We recommend that you consult your own tax advisor with respect to the federal, state and local tax consequences of participating in the offer.

The following is a general summary of the material federal income tax consequences of the exchange of options pursuant to the offer. This discussion is based on the Internal Revenue Code, its legislative history, Treasury Regulations thereunder and administrative and judicial interpretations thereof as of the date of the offer, all of which are subject to change, possibly on a retroactive basis. We have not obtained or sought to obtain a tax ruling with regard to this offer. This summary does not discuss all of the tax

consequences that may be relevant to you in light of your particular circumstances, nor is it intended to be applicable in all respects to all categories of option holders.

The option holders who exchange outstanding options for new options should not be required to recognize income for federal income tax purposes at the time of the exchange. We believe that the exchange will be treated as a non-taxable exchange.

Upon the granting of new options, the option holders will not be required to recognize additional income for federal income tax purposes. The grant of options is not recognized as taxable income. (See Section 8.)

-20-

14. Extension of Offer; Termination; Amendment.

We expressly reserve the right, in our discretion, at any time and from time to time, and regardless of whether or not any event set forth in Section 6 has occurred or is deemed by us to have occurred, to extend the period of time during which the offer is open and thereby delay the acceptance for exchange of any options by giving oral or written notice of such extension to the option holders and making a public announcement thereof.

We also expressly reserve the right, in our reasonable judgment, before the expiration date to terminate or amend the offer and to postpone our acceptance and cancellation of any options tendered for exchange upon the occurrence of any of the conditions specified in Section 6, by giving oral or written notice of such termination or postponement to the option holders and making a public announcement thereof. Notwithstanding the foregoing, we will return the options tendered for exchange promptly after termination or withdrawal of an offer.

Subject to compliance with applicable law, we further reserve the right, in our discretion, and regardless of whether any event set forth in Section 6 has occurred or is deemed by us to have occurred, to amend the offer in any respect, including, without limitation, by decreasing or increasing the consideration offered in the offer to option holders or by decreasing or increasing the number of options being sought in the offer. Amendments to the offer may be made at any time and from time to time by public announcement of the amendment. In the case of an extension, the amendment must be issued no later than 9:00 a.m., Central time, on the next business day after the last previously scheduled or announced expiration date.

Any public announcement made pursuant to the offer will be disseminated promptly to option holders in a manner reasonably designated to inform option holders of such change. Without limiting the manner in which we may choose to make a public announcement, except as required by applicable law, we have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a press release.

If we materially change the terms of the offer or the information concerning the offer, or if we waive a material condition of the offer, we will extend the offer as required by Rules 13e-4(d)(2) and 13e-4(e)(3) under the Exchange Act. These rules require that the minimum amount of time the offer must remain open following a material change in the terms of the offer or information concerning the offer will depend on the facts and circumstances, including the relative materiality of such terms or information.

If we decide to take any of the following actions, we will notify you of such action:

- (a) increase or decrease the amount of consideration offered for the options;
- (b) decrease the number of options eligible to be tendered in the offer; or
- (c) increase the number of options eligible to be tendered in the offer by an amount that exceeds 2% of the shares of common stock issuable upon exercise of the options that are subject to the offer immediately prior to the increase.

If we take any of the three aforementioned actions and the offer is scheduled to expire at any time earlier than ten business days from, and including, the date that notice of the applicable action is first published, sent or given in the manner specified, we will also extend the offer so that it will expire ten business days after the date of such notice.

-21-

15. Fees and Expenses.

We will not pay any fees or commissions to any broker, dealer or other person for soliciting tenders of options pursuant to this offer to exchange.

16. Additional Information.

We have filed with the SEC a Tender Offer Statement on Schedule TO, of which this offer is a part. This offer does not contain all of the information contained in the Schedule TO and the exhibits to the Schedule TO. We recommend that you review the Schedule TO, including its exhibits, and the following materials which we have filed with the SEC before deciding on whether to tender your options:

- (a) our annual report on Form 10-K for our fiscal year ended September 30, 2001, filed with the SEC on November 21, 2001;
- (b) our quarterly report on Form 10-Q for our fiscal quarter ended June 30, 2002, filed with the SEC on August 2, 2002;
- (c) our quarterly report on Form 10-Q for our fiscal quarter ended March 31, 2002, filed with the SEC on May 7, 2002;
- (d) our quarterly report on Form 10-Q for our fiscal quarter ended December 31, 2001, filed with the SEC on February 1, 2002;
- (e) our Form S-8 filed with the SEC on April 25, 1995, which contains our 1995 Stock Option Plan;
- (f) Exhibit 10(n) to our Form 10-KSB for the fiscal year ended September 30, 1998, which contains our 1997 Stock Option Plan;
- (g) Exhibit 10 of our Quarterly Report on Form 10-Q for the quarter ended March 31, 1999, which contains our 1999 Stock Option Plan; and
- (h) Any document that we file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this offer to exchange and before the termination of this offer. Information in these filings is deemed to be incorporated by reference as of the date we make the filing.

These filings, our other annual, quarterly and current reports, our proxy statements and our other SEC filings may be examined, and copies may be obtained, at the following public reference room:

450 Fifth Street, N.W. Room 1024
Washington, D.C. 20549

-22-

You may obtain information on the operation of the public reference rooms by calling the SEC at 1-800-SEC-0330. Our SEC filings are also available to the public on the SEC's Internet site at <http://www.sec.gov>.

Our common stock is quoted on the American Stock Exchange under the symbol "JOB."

We will also provide without charge to you, upon your written or oral request, a copy of any or all of the documents to which we have referred you including exhibits to those documents that are specifically incorporated by reference into our Schedule TO filing but not any other exhibits to those documents. Requests should be directed to:

Nancy C. Frohnmaier
General Employment Enterprises, Inc.
One Tower Lane, Suite 2100
Oakbrook Terrace, IL 60181
e-mail: nfrohnmaier@genpent.com

or by telephoning (630) 954-0400 between the hours of 8:30 a.m. and 5:00 p.m., Central time.

The information about General Employment Enterprises, Inc. contained in this offer to exchange should be read together with the information contained in the documents to which we have referred you.

As you read the foregoing documents, you may find some inconsistencies in information from one document to another. If you find inconsistencies between the documents, or between a document and this offer to exchange, you should rely on the statements made in the most recent document.

17. Miscellaneous.

This report and other reports and statements filed by us from time to time with the SEC contain or may contain certain forward-looking statements and information that are based on beliefs of, and information currently available to, our management as well as estimates and assumptions made by our management. When used in SEC filings, and in oral statements by us the words "anticipate," "believe," "estimate," "expect," "future," "intend," "plan" and similar expressions as they relate to us or our management, identify forward-looking statements. Such statements reflect our then-current views with respect to future events and are subject to certain risks, uncertainties and assumptions relating to our operations and results of operations, competitive factors and pricing pressures, shifts in market demand, the performance and needs of the industries served by us, and other risks and uncertainties, including, in addition to any uncertainties specifically identified in the text surrounding such statements and those identified below, uncertainties with respect to changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including our

shareholders, customers, suppliers, business partners, competitors, and legislative, regulatory, judicial and other governmental authorities and officials. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may vary significantly from those anticipated, believed, estimated, expected, intended or planned.

-23-

We have not authorized any person to make any recommendation on our behalf as to whether you should tender or refrain from tendering your options pursuant to the offer. You should rely only on the information contained in this document or to which we have referred you. We have not authorized anyone to give you any information or to make any representations in connection with the offer other than the information and representations contained in this document or in the related election form. If anyone makes any recommendation or representation to you or gives you any information, you must not rely upon that recommendation, representation or information as having been authorized by us.

Any questions or requests for assistance or additional copies of any documents referred to in the offer may be directed to Herbert F. Imhoff, Jr., Chairman of the Board and Chief Executive Officer, by e-mail at cimhoff@genp.com, or to Nancy C. Frohnaier, Vice President and Corporate Secretary, by e-mail at nfrohnaier@genpent.com or by fax at (630) 954-0595 or by mail at One Tower Lane, Suite 2100, Oakbrook Terrace, IL 60181.

-24-

SCHEDULE A

Information About Our Directors and Executive Officers

The following persons are the executive officers and non-employee directors of General Employment Enterprises, Inc. No other persons control General Employment Enterprises, Inc. and no executive officer or director of any corporation or other person is ultimately in control of General Employment Enterprises, Inc. The address for each person listed is One Tower Lane, Suite 2100, Oakbrook Terrace, IL 60181.

Name	Position	Number of Options Eligible to be Tendered
Herbert F. Imhoff, Jr.	Chairman of the Board, Chief Executive Officer, President and Director	125,912
Kent M. Yauch	Vice President, Chief Financial Officer, Treasurer and Director	39,947
Gregory Chrisos	Vice President	62,295
Nancy C. Frohnaier	Vice President and Corporate Secretary	42,236
Marilyn L. White	Vice President	61,297
Dennis W. Baker	Director	5,000
Sheldon Brottman	Director	39,962
Delain G. Danehey	Director	39,962
Joseph F. Lizzadro	Director	5,000
Group total		421,611

SCHEDULE B

Transactions Concerning Shares of Common Stock

The following persons are the executive officers and non-employee directors that effected transactions in our common stock during the past 60 days.

Name and Position	Date	Number of Transaction	Shares	Price
Kent M. Yauch Vice President, Chief Financial Officer, Treasurer and Director	8/16/02	Acquisition (1)	1,000	\$0.87
Gregory Chrisos Vice President	7/2/02	Acquisition (2)	76	1.32
	8/6/02	Acquisition (2)	102	0.98
Joseph F. Lizzadro Director	6/14/02	Acquisition (1)	1,000	1.30

(1) Shares acquired through open market transaction.

(2) Shares acquired through the Company's Employee Stock Purchase Plan.

Exhibit (a)(4)
FORM OF PERSONNEL OPTION STATUS REPORT

GENERAL EMPLOYMENT ENTERPRISES, INC.

Personnel Option Status Report

Optionee Name:

Optionee Address:

Optionee SS#:

This is a list, according to our records, of all options held by you as of August 5, 2002 having an exercise price of \$3.00 per share or more:

Grant	Date	Date	Last	Exer-	Options	Options	Option	
Date	Plan Name	Amended	cisable	Outstanding	Vested	Price		

NOTE: All options are non-qualified stock options under the Internal Revenue Code, and all options will expire on the 10-year anniversary of the grant date.

Exhibit (a)(5)
FORM OF ELECTION FORM

GENERAL EMPLOYMENT ENTERPRISES, INC.

Election Form

To Tender Options to Purchase Shares of Common Stock In
Exchange for Replacement Options Pursuant to the Offer to
Exchange Dated August 21, 2002

The Offer and Withdrawal Rights Expire
at 5:00 p.m., Central time, on September 20, 2002,
Unless the Offer is Extended

Complete this form, sign it and deliver it, along with your
tendered option agreements, by regular mail or by private
delivery service to Nancy C. Frohnaier, Vice President
Corporate Secretary, at General Employment Enterprises,
Inc., One Tower Lane, Suite 2100, Oakbrook Terrace, IL
60181, as soon as possible, but in any event, before 5:00
p.m. Central time on September 20, 2002.

Delivery of this election form to an address other than as
set forth above will not constitute a valid delivery.

Name of Optionee: _____

Social Security Number: ____ - ____ - ____

I have received and read the letter from Herbert F. Imhoff,
Jr. dated August 21, 2002, as well as the "Offer to Exchange
Outstanding Stock Options Under the General Employment
Enterprises, Inc. 1995 Stock Option Plan, the General
Employment Enterprises, Inc. 1997 Stock Option Plan and the
General Employment Enterprises, Inc. 1999 Stock Option Plan"
(the "Offer to Exchange"). I understand that I may tender
any eligible options under the stock option plans. In
return, after General Employment Enterprises, Inc. has
accepted and cancelled my tendered options, General
Employment Enterprises, Inc. will grant me, as of August 5,
2002, one new option for every eligible option that I
exchange having an exercise price from \$3.00 to \$5.50 per
share, and one new option for every two eligible options
that I exchange having an exercise price above \$5.50 per
share.

I understand the following:

I must be employed until the date my tendered options
are cancelled to receive any replacement options.

The exercise price of the new options will be \$0.86 per
share, which was the closing price of the Company's common
stock on the American Stock Exchange on August 5, 2002.

The replacement options will have a waiting period
before they may be exercised that will be equal to the
waiting period of the tendered options when they were
granted. Existing options that had a two-year vesting
period will be replaced by new options that will have a new
two-year vesting period, and they will vest 100% on the two-
year anniversary of the replacement grant date. Existing
options that vested immediately at the time of original
grant will be replaced by options that will vest immediately
as of the replacement grant date.

Replacement options will be issued in a full number of
shares. Any fractional shares will be forfeited.

Except for the exercise price and the vesting schedule,
and other differences described in Section 13 of the Offer

to Exchange, all of the terms of the replacement options will be substantially the same as the terms of the options being cancelled.

Under certain circumstances set forth in the Offer to Exchange, General Employment Enterprises, Inc. may terminate or amend the offer and postpone its acceptance and cancellation of any options elected for exchange.

If General Employment Enterprises, Inc. accepts the options tendered hereby for exchange, I agree to give up my entire ownership interest in the options tendered, which are listed below, and I understand that they will become null and void on the date General Employment Enterprises, Inc. accepts my options for exchange. I acknowledge that this election is entirely voluntary.

I hereby make an election to tender the following eligible stock option grants:

- Granted on _____, for _____ shares at \$ _____ per share.
- Granted on _____, for _____ shares at \$ _____ per share.
- Granted on _____, for _____ shares at \$ _____ per share.
- Granted on _____, for _____ shares at \$ _____ per share.
- Granted on _____, for _____ shares at \$ _____ per share.
- Granted on _____, for _____ shares at \$ _____ per share.
- Granted on _____, for _____ shares at \$ _____ per share.
- Granted on _____, for _____ shares at \$ _____ per share.
- Granted on _____, for _____ shares at \$ _____ per share.
- Granted on _____, for _____ shares at \$ _____ per share.

For each eligible option listed above, I am enclosing with this election form the original stock option agreement, together with any amendments thereto. If any such agreements or amendments may have been lost, I am enclosing a properly completed affidavit of loss.

-2-

I understand that the Company will promptly send me a notice by mail to confirm that it has received this form and all supporting documentation. I prefer to receive the notice in the following manner instead (check no more than one):

// By fax to this number: _____

// By e-mail to this address: _____

Optionee's Signature: _____

Date: _____

-3-

Exhibit (a)(6)
FORM OF WITHDRAWAL FORM

GENERAL EMPLOYMENT ENTERPRISES, INC.

Withdrawal Form
To Withdraw Previously Tendered Options
Pursuant to the Offer to Exchange dated August 21, 2002

The Withdrawal Rights Expire
at 5:00 p.m., Central time, on September 20, 2002,
Unless the Offer is Extended

In order to withdraw your previously tendered options, you must complete this form, sign it and deliver it by regular mail or by private delivery service to Nancy C. Frohnmaier, Vice President Corporate Secretary, at General Employment Enterprises, Inc., One Tower Lane, Suite 2100, Oakbrook Terrace, IL 60181, or by fax: (630) 954-0595, as soon as possible, but in any event, before 5:00 p.m. Central time on September 20, 2002.

Delivery of this withdrawal form to an address other than as set forth above or transmission via facsimile to a number other than as set forth above will not constitute a valid delivery.

Name of Optionee: _____

Social Security Number: ____ - ____ - ____

Upon the terms and subject to the conditions set forth in the offer to exchange dated August 21, 2002 and my election form dated _____, 2002, I tendered for exchange to General Employment Enterprises, Inc. those options to purchase common shares of General Employment Enterprises, Inc. that are described below, which I hereby withdraw from the offer. Pursuant to the terms and subject to the conditions of the offer, I understand that I may withdraw the tender of my previously tendered options before 5:00 p.m., Central time, on September 20, 2002, unless General Employment Enterprises, Inc. has extended the period of time that the offer will remain open. Accordingly, under the terms and subject to the conditions set forth in the offer and this withdrawal letter, I hereby withdraw the tender of all the options listed below.

I understand the following:

I may not rescind my withdrawal, and the tendered options that I hereby withdraw will be deemed not properly tendered for purposes of the exchange unless I re-tender those options before September 20, 2002 (or such later date if the offer is extended) by following the procedures described in Section 3 of the offer to exchange.

Upon withdrawal of my tendered options, such options shall remain outstanding pursuant to their original terms and conditions, including their exercise prices and vesting schedule.

Neither General Employment Enterprises, Inc. nor any other person is obligated to give notice of any defects or irregularities in any withdrawal letter, nor will anyone incur any liability for failure to give any such notice. General Employment Enterprises, Inc. will determine, in its discretion, all questions as to the form and validity, including time of receipt, of withdrawal letters. General Employment Enterprises, Inc.'s determination of these

matters will be final and binding.

All authority herein conferred or agreed to be conferred shall not be affected by, and shall survive, my death or incapacity, and all of my obligations hereunder shall be binding upon my heirs, personal representatives, successors and assigns.

I agree to all of the terms and conditions of the exchange offer and this withdrawal letter.

This letter must be completed and signed in the same name that appears on the election form previously submitted by the eligible employee who tendered the tendered options. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or another person acting in a fiduciary or representative capacity, the signer's full title must be specified and proper evidence of the authority of such person to act in such capacity must be submitted with this letter.

IMPORTANT

To withdraw the tender of tendered options, this withdrawal form (or a facsimile copy thereof) must be received by General Employment Enterprises, Inc. on or before the expiration date of the offer. A properly signed paper copy of this form must be delivered by regular mail or facsimile. Delivery by e-mail will not be accepted. The method by which the form is delivered is at the employee's option and risk, and the delivery will be deemed made only when actually received by General Employment Enterprises, Inc. In all cases, sufficient time should be allowed to ensure timely delivery.

I hereby withdraw my election to exchange the following stock option grants:

Granted on _____, for _____ shares at \$ _____ per share.

Granted on _____, for _____ shares at \$ _____ per share.

Granted on _____, for _____ shares at \$ _____ per share.

Granted on _____, for _____ shares at \$ _____ per share.

Granted on _____, for _____ shares at \$ _____ per share.

Granted on _____, for _____ shares at \$ _____ per share.

Granted on _____, for _____ shares at \$ _____ per share.

Granted on _____, for _____ shares at \$ _____ per share.

-2-

Granted on _____, for _____ shares at \$ _____ per share.

Granted on _____, for _____ shares at \$ _____ per share.

Optionee's Signature: _____

Date: _____

-3-

Exhibit (a)(7)
FORM OF AFFIDAVIT OF LOSS

AFFIDAVIT OF LOSS

The Undersigned (hereinafter called "Deponent"), being sworn, deposes and says that:

(1) Deponent is an adult whose mailing address is

and is the Optionee of a certain Stock Option grant or grants issued by General Employment Enterprises, Inc. ("Issuing Corporation") and accepted by Optionee in a certain stock option agreement or agreements under the General Employment Enterprises, Inc. 1995 Stock Option Plan, the General Employment Enterprises, Inc. 1997 Stock Option Plan and the General Employment Enterprises, Inc. 1999 Stock Option Plan, as amended, that are as follows:

Grant Date	Last Date Plan Name Amended	Date	Options Exercisable	Options Outstanding	Option Vested	Price
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(2) Deponent further says that the aforesaid stock option agreement or agreements, as amended, (hereinafter called the "Original," whether one or more), have been lost, stolen, destroyed or misplaced under the following circumstances:

(3) Deponent has made or caused to be made, diligent search for Original, and has been unable to find or recover same, and states that Deponent was the unconditional owner of Original at the time of loss, and is entitled to the full and exclusive possession thereof; that neither the Original nor the rights of Deponent therein have, in whole or in part, been assigned, transferred, hypothecated, pledged or otherwise disposed of, in any manner whatsoever, and that no person, firm or corporation other than Deponent has any right, title, claim, equity or interest in, to, or respecting Original or the proceeds thereof.

(4) Deponent makes this affidavit for the purpose of requesting and inducing the Issuing Corporation and its agents to accept for cancellation the aforesaid stock option grants under the terms of an Offer to Exchange Outstanding Stock Options dated August 21, 2002, in substitution for the Original.

(5) Deponent agrees that if said Original should ever come into Deponent's hands, custody or power, Deponent will immediately and without consideration, surrender Original to Issuing Corporation.

(6) Signed, sealed and dated:

(Date)

Signature of Deponent

Sworn to and subscribed before me
this ____ day of _____, 2002.

Notary Public
(Affix Notarial Seal)

My Commission expires:

Exhibit (a)(8)
FORM OF ELECTION ACKNOWLEDGEMENT FORM

GENERAL EMPLOYMENT ENTERPRISES, INC.

Election Acknowledgement Form

Date:

From: Nancy C. Frohnmaier
Secretary

To Optionee:

Sent Via:

Subject: Election Form

This notice is confirmation of receipt of your election form accepting General Employment Enterprises, Inc.'s August 21, 2002 offer to exchange eligible outstanding stock options under the Company's stock option plans.

New option agreements will be sent to you as soon as possible after the expiration of the offer.

Nancy C. Frohnmaier
Secretary

Exhibit (d)(5)
FORM OF STOCK OPTION AGREEMENT UNDER THE
GENERAL EMPLOYMENT ENTERPRISES, INC. 1999 STOCK OPTION PLAN

The forms of the stock option agreements under the Company's 1995 Stock Option Plan and its 1997 Stock Option Plan have been omitted, because they are identical to the form for the 1999 Stock Option Plan, except as to the title of the respective plan.

GENERAL EMPLOYMENT ENTERPRISES, INC.
Stock Option Agreement
Under The
General Employment Enterprises, Inc. 1999 Stock Option Plan

A Stock Option ("Option") is hereby granted by General Employment Enterprises, Inc., an Illinois corporation ("Company"), to the employee/director of the Company named below ("Optionee"), for and with respect to common stock of the Company, no par value ("Common Stock"), subject to the following terms and conditions:

1. Grant. Subject to the provision set forth herein and the terms and conditions of the General Employment Enterprises, Inc. 1999 Stock Option Plan ("Plan"), the terms of which are hereby incorporated by reference, and in consideration of the agreements of Optionee herein provided, the Company hereby grants to Optionee an option to purchase from the Company the number of shares of Common Stock, at the purchase price per share, and on the schedule, set forth below. At the time of exercise of the Option, payment of the entire purchase price shall be made pursuant to terms of the Plan.

Name of Optionee:

Date of Grant: August 5, 2002

Type of Option: Non-Statutory

Number of Shares
Subject to Option: _____ shares

Option Price Per Share: \$0.86 (Fair market value as of date of grant.)

Exercise Schedule:

Number of Shares Subject to Option	Commencement Date	Expiration Date
---------------------------------------	----------------------	--------------------

August 4, 2012

The grant of the Option is conditioned upon the acceptance by Optionee of the terms hereof as evidenced by his execution of this Agreement in the space provided therefor at the end hereof and the return of an executed copy to the Secretary of the Company no later than October 18, 2002.

2. Prior Termination. Except as provided in Section 2(b) below, the Option shall not be exercisable prior to the Commencement Date set forth in Section 1 above. Notwithstanding the Expiration Date set forth in Section 1 above:

(a) if Optionee's employment with the Company (i) is

terminated by the Company and/or its shareholders for any reason; or (ii) is voluntarily terminated by the Optionee for any reason other than; (I) termination on or after attaining age 55, (II) death or (III) disability, the Option shall expire on the ninetieth (90) day after such termination of employment.

(b) if Optionee's employment with the Company terminates on or after attaining age 55; or by reason of disability or death, the Option, if not already exercisable on the date of such termination of employment, shall become exercisable and shall expire on the earlier of the first anniversary of the date of such termination of employment or the date the Option expires in accordance with Section 1 above. During such period the Option may be exercised by Optionee with respect to the same number of shares of Common Stock, in the same manner, and to the same extent, as if Optionee had continued employment during such period; provided that if such termination occurs by reason of death, the Option shall be exercisable, in whole or in part, by a legatee or legatees of the Option under Optionee's will, or by his executors, personal representatives or distributees.

3. Transferability. The Option may be exercised only by Optionee during his lifetime, except as provided in Section 2, above, and may not be transferred other than by will or the applicable laws of descent or distribution. The Option shall not otherwise be transferred, assigned, pledged or hypothecated for any purpose whatsoever and is not subject, in whole or in part, to execution, attachment, or similar process. Any attempted assignment, transfer, pledge or hypothecation or other disposition of the Option, other than in accordance with the terms set forth herein, shall be void and of no effect.

4. Notice of Exercise. Written notice of an election to exercise any portion of the Option, specifying the portion thereof being exercised, in 1,000 share increments, (or in such smaller number representing all of the shares subject to the unexercised portion of the Option) and the exercise date, shall be given by Optionee, or his personal representative in the event of Optionee's death (i) by delivering such notice at the principal executive offices of the Company no later than the exercise date, or (ii) by mailing such notice, postage prepaid, addressed to the Secretary of the Company at the principal executive offices of the Company at least three business days prior to the exercise date.

5. Shareholder Status. Neither Optionee nor any other person entitled to exercise the Option under the terms hereof shall be, or have any of the rights or privileges of, a shareholder of the Company in respect of any of the shares of Common Stock issuable on exercise of the

-2-

Option, unless and until the purchase price for such shares shall have been paid in full pursuant to the terms of the Plan.

6. Cancellation or Adjustment. In the event the Option shall be exercised in whole, this Agreement shall be surrendered to the Company for cancellation. In the event the Option shall be exercised in part, or a change in the number or designation of the Common Stock shall be made, this Agreement shall be delivered by Optionee to the Company for the purpose of making the appropriate notation thereon, or of otherwise reflecting, in such manner as the Company shall determine, the partial exercise or the change in the number or designation of the Common Stock. In the event of any Common Stock dividend, split up, recapitalization,

