

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported) June 22, 2009

GENERAL EMPLOYMENT ENTERPRISES, INC.
(Exact Name of Registrant as Specified in Charter)

Illinois 1-05707 36-6097429
(State or Other Jurisdiction (Commission (IRS Employer
of Incorporation) File Number) Identification No.)

One Tower Lane
Suite 2200
Oakbrook Terrace, IL 60181
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code (630) 954-0400

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

AMENDMENT TO CONSULTING AGREEMENT

General Employment Enterprises, Inc., an Illinois corporation (the "Company"), previously entered into a Securities Purchase and Tender Offer Agreement (the "Purchase Agreement") with PSQ, LLC, a Kentucky limited liability company ("Purchaser"), on March 30, 2009, pursuant to which Purchaser (i) agreed to purchase from the Company (the "Share Purchase") 7,700,000 newly issued shares of common stock,

no par value (the "Common Stock"), of the Company at a purchase price of \$0.25 per share, and (ii) commenced a cash tender offer (the "Offer") to purchase from the Company's shareholders up to 2,500,000 outstanding shares of Common Stock at a purchase price of \$0.60 per share. Consummation of the Offer and the Share Purchase is subject to certain customary closing conditions.

In connection with entering into the Purchase Agreement, on March 30, 2009, the Company, Purchaser and Herbert F. Imhoff, Jr. entered into a Consulting Agreement (the "Consulting Agreement"), which agreement will become effective upon the closing of the Share Purchase and the Offer (the "Closing").

On June 22, 2009, the Company, Purchaser and Mr. Imhoff, Jr. entered into an amendment to the Consulting Agreement (the "Amendment"). The Amendment was principally entered into to allow for the Company to pay the consulting fees that are to be paid to Mr. Imhoff, Jr. under the Consulting Agreement over a period of five years after the Closing, instead of the original term of three years after the Closing. As such, the Amendment provides that the Consulting Agreement will run for a term of five years instead of the original term of three years (except that Mr. Imhoff will continue to serve on the Board of Directors of the Company for a period of three years after the Closing, as originally provided in the Consulting Agreement, and not five years), and that Mr. Imhoff, Jr. will be paid consulting fees thereunder equal to \$180,000 per year over such five-year term instead of the original consulting fees of \$300,000 per year over the original three-year term. The Amendment also provides that Mr. Imhoff, Jr. will provide up to 20 hours of consulting services per week, instead of the 40 hours per week initially specified in the Consulting Agreement.

In addition, the Company was notified by NYSE Amex, the exchange on which the Company's Common Stock is traded, that the issuance of the 500,000 shares of Common Stock by the Company to Mr. Imhoff, Jr. contemplated by the Consulting Agreement (the "Imhoff Share Issuance") should be separately approved by the Company's shareholders prior to issuance. In order to comply with such requirement, the Amendment provides that the Imhoff Share Issuance will be deferred until after the Closing, and that promptly after the Closing, PSQ will adopt a written consent of the shareholders of the Company (the "PSQ Written Shareholder Consent") in favor of the approval of such share issuance,

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subject to compliance with applicable state law notice requirements. If the Closing occurs, PSQ will own a sufficient number of shares of Common Stock to effect the approval of the Imhoff Share Issuance by virtue of the adoption of the PSQ Written Shareholder Consent.

The foregoing descriptions of the Purchase Agreement, the Consulting Agreement and the Amendment do not purport to be complete and are qualified in their entirety by reference to the Purchase Agreement, the Consulting Agreement and the Amendment, copies of which are filed herewith as Exhibits 2.1, 10.1 and 10.2, respectively, and which are incorporated herein by reference.

NEW EMPLOYMENT AGREEMENTS

The Company previously entered into (and subsequently amended) employment agreements with Kent M. Yauch, Vice President, Chief Financial Officer and Treasurer of the Company, and Marilyn L. White, Vice President of the Company (together, the "Previous Employment Agreements").

The Previous Employment Agreements provided for the at-will employment of Mr. Yauch and Ms. White and provided for the waiver by

Mr. Yauch and Ms. White of any benefits to which they may have been entitled under the Company's Key Manager Plan. The Previous Employment Agreements further provided, among other things, that upon a change in control of the Company, the severance available to each of Mr. Yauch and Ms. White would include (i) a cash payment equal to two times the employee's base salary, (ii) accelerated vesting of all cash or stock awards, (iii) payment of the employee's severance bonus, (iv) payment for any accrued but unused vacation pay, and (v) continued coverage for a period of two years under the Company's medical, dental and vision plans, and other benefit plans and programs in which the employee is a participant on the date of his or her termination.

At the request of PSQ, on June 26, 2009, Mr. Yauch entered into a new employment agreement with the Company (the "New Yauch Employment Agreement") and Ms. White entered into a new employment agreement with the Company (the "New White Employment Agreement", and together with the New Yauch Employment Agreement, the "New Employment Agreements"). The New Employment Agreements replace in their entirety the Previous Employment Agreements.

The New Employment Agreements provide, among other things, that (i) Mr. Yauch's annual salary will be \$150,000 and Ms. White's annual salary will be \$150,000; (ii) the New Employment Agreements each will have a term of two years from the Closing; (iii) Mr. Yauch and Ms. White will each receive as additional compensation from the Company a grant on the date of the Closing of 25,000 stock options under the Company's 1997 Stock Option Plan, 50% of which will vest immediately and 50% of which will vest one year after the date of the Closing, with the exercise price of such options to be equal to the closing trading price of the Company's Common Stock on the NYSE Amex on the

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date of the Closing; (iv) if Mr. Yauch or Ms. White terminates his or her employment with the Company before the end of the two-year term for good reason (as defined in the New Employment Agreements), or if the employment of Mr. Yauch or Ms. White is terminated by the Company before the end of the two-year term without cause (as defined in the New Employment Agreements), then (a) the Company will continue to pay such employee's salary to such employee during the remainder of such two-year term, (b) the Company will continue to provide health insurance coverage to such employee during the remainder of such two-year term, and (c) the options granted to such employee under his or her New Employment Agreement will terminate three years after the termination of such employee's employment with the Company; and (v) Mr. Yauch and Ms. White shall be entitled to benefits that are provided generally to the most senior executive officers of the Company, and their benefits shall not be reduced at any time to exclude current coverages.

The foregoing descriptions of the Previous Employment Agreements, the New Yauch Employment Agreement and the New White Employment Agreement do not purport to be complete and are qualified in their entirety by reference to such agreements, copies of which are filed herewith as Exhibits 10.3, 10.4 and 10.5, respectively, and which are incorporated herein by reference.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.

The information set forth under Item 1.01 above is incorporated by reference into this Item 5.03.

The Company's By-laws previously prohibited actions taken by written consent of the Company's shareholders unless the consent was approved by all of the Company's shareholders. In connection with entering into the Amendment, and in order to facilitate the PSQ

Written Shareholder Consent in favor of the Imhoff Share Issuance, the Board of Directors approved an amendment to the Company's By-laws on June 22, 2009, which amendment is to become effective on June 30, 2009, to eliminate the requirement that actions taken by written consent of the Company's shareholders be approved by all of the Company's shareholders. The effect of removing such provision from the Company's By-laws is that the applicable provisions of the Illinois Business Corporation Act will govern the requirements relating to actions taken by written consent of the Company's shareholders.

The foregoing description of the amendment to the By-laws described above does not purport to be complete and is qualified in its entirety by reference to the amendment, a copy of which is filed herewith as Exhibit 3.1 and is incorporated herein by reference.

FORWARD-LOOKING STATEMENTS

The statements made in this Current Report on Form 8-K which are not historical facts are forward-looking statements and, except for statements made with respect to the Offer, are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements include statements regarding the acquisition of shares pursuant to the Offer, the consummation of the Share Issuance, the filing of documents and information with the SEC, other future or anticipated matters regarding the transactions discussed in this release and the timing of such matters. Such forward-looking statements often contain or are prefaced by words such as "will" and "expect." As a result of a number of factors, the Company's actual results could differ materially from those set forth in the forward-looking statements. Certain factors that might cause our actual results to differ materially from those in the forward-looking statements include, without limitation: (i) the risk that the conditions to the closing of the Offer or the Share Purchase set forth in the Purchase Agreement will not be satisfied, (ii) changes in the Company's business during the period between the date of this Current Report on Form 8-K and the Closing, (iii) obtaining regulatory approvals (if required) for the transaction, (iv) the risk that the transaction will not be consummated on the terms or timeline first announced and (v) those factors set forth in the "Forward-Looking Statements" section of the Company's filings with the SEC, including its most recent Annual Report on Form 10-KSB. The Company is under no obligation to (and expressly disclaims any such obligation to) and does not intend to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) EXHIBITS.

Exhibit No. Description

- | Exhibit No. | Description |
|-------------|--|
| 2.1 | Securities Purchase and Tender Offer Agreement, dated as of March 30, 2009, by and among General Employment Enterprises, Inc. and PSQ, LLC. (Incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K dated March 30, 2009). |
| 3.1 | Amendment to the By-Laws of General Employment Enterprises, Inc. |

10.1 Consulting Agreement, dated as of March 30, 2009, by and among Herbert F. Imhoff, Jr., General Employment Enterprises, Inc. and PSQ, LLC. (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated March 30, 2009).

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10.2 Amendment No. 1, dated as of June 22, 2009, to Consulting Agreement, dated as of March 30, 2009, by and among Herbert F. Imhoff, Jr., General Employment Enterprises, Inc. and PSQ, LLC.

10.3 Form of employment agreement with executive officers (incorporated by reference to Exhibit 10.01 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2001), as amended by the Form of First Amendment of Employment Agreements with Marilyn L. White and with Kent M. Yauch, effective as of October 2, 2007 (incorporated by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-KSB for the fiscal year ended September 30, 2007), as further amended by the Second Amendment of Employment Agreement with Marilyn L. White, effective as of January 27, 2009 (incorporated by reference to Exhibit 10.02 to the Company's Form 8-K filed with the Securities and Exchange Commission on March 26, 2009).

10.4 Employment Agreement between General Employment Enterprises, Inc. and Kent M. Yauch, dated June 26, 2009.

10.5 Employment Agreement between General Employment Enterprises, Inc. and Marilyn L. White, dated June 25, 2009.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GENERAL EMPLOYMENT ENTERPRISES, INC.

Date: June 26, 2009 By: /s/ Kent M. Yauch

Name: Kent M. Yauch
Title: Vice President, Chief
Financial Officer and
Treasurer

EXHIBIT INDEX

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- 10.4 Employment Agreement between General Employment Enterprises, Inc. and Kent M. Yauch, dated June 26, 2009.
- 10.5 Employment Agreement between General Employment Enterprises, Inc. and Marilyn L. White, dated June 26, 2009.

EXHIBIT 3.1

AMENDMENT

TO

BY-LAWS (AS AMENDED)

OF

GENERAL EMPLOYMENT ENTERPRISES, INC.

The following amendment to the By-Laws (as amended) of General Employment Enterprises, Inc. (the "Company") was approved by the Company's Board of Directors on June 22, 2009:

1. Effective as of June 30, 2009, Article II, Section 13 of the By-Laws was amended and restated in its entirety as follows:

"SECTION 13. [INTENTIONALLY OMITTED.]"

EXHIBIT 10.2

AMENDMENT NO. 1

TO

CONSULTING AGREEMENT

This AMENDMENT NO. 1 (the "AMENDMENT") to that certain Consulting Agreement dated as of March 30, 2009 (the "AGREEMENT") among PSQ, LLC ("PSQ"), General Employment Enterprises, Inc. (the "COMPANY") and Herbert F. Imhoff, Jr. (the "CONSULTANT"), is made and entered into as of June 22, 2009, by and among PSQ, the Company and the Consultant. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

WHEREAS, PSQ, the Company and the Consultant desire to modify and amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. TERM. The first sentence of Section 2 of the Agreement shall be amended and restated in its entirety to read as follows:

"The term of this Agreement shall begin on the Closing Date and shall continue for five (5) years thereafter (the "Term").

2. BOARD OF DIRECTORS. Section 3(b) of the Agreement shall be amended and restated in its entirety to read as follows:

"b. BOARD OF DIRECTORS. The Consultant shall continue to serve on the Board of Directors of the Company for three (3) years after the Closing Date at the same level and form of compensation and benefits as other outside directors of the Company, but in no event shall the Consultant receive less than \$2,000 per month for such services."

3. AVAILABILITY. Section 3(d) of the Agreement shall be amended and restated in its entirety to read as follows:

"d. AVAILABILITY. The Consultant shall be available to render services to the Company under this Agreement for not more than twenty (20) hours during any week during the Term."

4. ANNUAL FEE. Section 4(a) of the Agreement shall be amended and restated in its entirety to read as follows:

"a. ANNUAL FEE. During the Term of this Agreement, the Company shall pay the Consultant at the rate of \$180,000 per year, payable in equal monthly installments."

5. SHARE ISSUANCE. Section 4(d) of the Agreement shall be amended and restated in its entirety to read as follows:

"d. SHARE ISSUANCE. In consideration for (1) the Consultant's agreeing to (i) terminate his Employment Agreement and release his rights thereunder (except as specified herein), (ii) cancel his options as described in Section 4(c) above, (iii) grant a

release in favor of the Company as described in Section 4(b) above, and (iv) enter into the non-competition and non-solicitation covenants in Section 9 below, and (2) the other benefits to be provided by the Consultant hereunder, contingent upon the occurrence of the Closing Date, the Company will issue to the Consultant 500,000 fully vested shares of Common Stock of the Company (the "Acquired Stock") for no additional consideration. The issuance of the Acquired Stock will be subject to approval by the Company's shareholders in accordance with the applicable requirement set forth in the NYSE Amex Company Guide. PSQ agrees to cause such shareholder approval to be obtained by (A) voting all of the shares of Common Stock of the Company held by PSQ and its affiliates in favor of the approval and adoption of a written consent of the shareholders of the Company approving the issuance of the Acquired Stock to the Consultant, which consent will be approved and adopted by PSQ no later than ten days after the Closing Date, and (B) as promptly as practicable thereafter, and in any event no later than ten days thereafter, filing with the Securities and Exchange Commission and thereafter distributing to the shareholders of the Company an information statement relating to such written shareholder consent in accordance with Rule 14C-2 of the Securities Exchange Act of 1934, as amended, and applicable state law. The Company will effect the issuance of the Acquired Stock to Mr. Imhoff upon the later to occur of (x) the earliest date permitted under Rule 14C-2 of the Securities Exchange Act of 1934, as amended, and (y) the approval by NYSE Amex of the supplemental listing application to be filed by the Company in connection with the issuance of the Acquired Stock, which supplemental listing application will be filed by the Company as promptly as practicable after such written shareholder consent is approved and adopted. With respect to the amount, if any, that the Company is required to withhold under the Internal Revenue Code of 1986, as amended, in connection with the issuance of the Acquired Stock to the Consultant, the Consultant shall pay over to the Company upon request an amount equal to such withholding amount, and the Company shall timely pay such amount to the appropriate taxing authority.

6. MISCELLANEOUS.

(A) The execution and delivery of this Amendment have been duly and validly authorized and approved by the Board of Directors of the Company and by the Sole Member of PSQ, and no other proceedings (corporate or otherwise) on the part of the parties are necessary to authorize this Amendment.

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(B) Upon execution hereof, each reference in the Agreement to "this Agreement," "hereby," "hereunder," "herein," "hereof" or words of like import referring to the Agreement shall mean and refer to the Agreement, as amended by this Amendment. If this Amendment is inconsistent with (or affects the interpretations of) unamended portions of the Agreement, the provision of (or interpretations suggested by) this Amendment shall control.

(C) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

PSQ, LLC HERBERT F. IMHOFF, JR.

By: /s/ Stephen B. Pence /s/ Herbert F. Imhoff, Jr.

Name: Stephen B. Pence Chairman, President and
Its: Sole Member Chief Executive Officer

GENERAL EMPLOYMENT ENTERPRISES, INC.

By: /s/ Kent M. Yauch

Name: Kent M. Yauch
Its: Vice President, Chief
Financial Officer and Treasurer

EXHIBIT 10.4

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made June 26, 2009, by and between General Employment Enterprises, Inc., an Illinois corporation, (the "Company") and Kent M. Yauch (the "Employee") (collectively the "Parties"). For valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. EMPLOYMENT AGREEMENT

Upon the terms and subject to the conditions contained in this Agreement, the Company hereby offers and the Employee hereby accepts employment with the Company. Upon the Closing Date, the employment agreement between the Employee and the Company dated December 5, 2001, as amended, shall be revoked and shall have no force or effect.

2. TERM OF EMPLOYMENT

The term of this Agreement shall be for two (2) consecutive years commencing upon the closing date of the Stock Purchase Agreement between the Company and PSQ, LLC ("Closing Date").

3. SERVICES

The Employee shall be the Chief Financial Officer with such duties as are consistent with that of a company's chief financial officer, with Employee's background and experience, and with the Company's needs as determined in good faith by the CEO. Employee shall perform his duties under this Agreement in accordance with such reasonable standards expected of employees with comparable positions in comparable organizations and as may be established from time to time by the Company's Board of Directors. Employee shall devote his best efforts and his full business and professional time to the faithful fulfillment of his duties hereunder.

4. COMPENSATION

The Employee shall receive an annual salary of \$150,000 per year, payable in installments no less frequently than monthly. Employee shall also receive as additional compensation a grant of an additional twenty-five thousand (25,000) non-qualified stock options of which one-half (1/2) shall vest immediately and the remainder shall vest one (1) year after the Closing Date. These options shall have an exercise price equal to the Company's trading price on the date of the grant and have a ten (10) year term. The options shall terminate three (3) years after Employee's termination of employment with the Company for any reason other than Cause, as defined below. If Employee is terminated for Cause all options not yet vested shall immediately terminate.

5. FRINGE BENEFITS AND PERQUISITES

The Employee shall be entitled to all fringe benefits and perquisites that may be provided generally for the most senior executive officers of the Company pursuant to policies established from time to time by the Company's Board of Directors, including, but

not limited to annual vacations of four (4) weeks per year (which vacation shall accrue pro rata over each year of employment and shall not carry over from year to year without the consent of the CEO), and participation in the Company's family medical plan, and any pension plan or profit sharing plan the Company may institute. At no time shall Employee's benefits be reduced to exclude current coverages, including, but not limited to, group health, life, and disability insurance.

6. REIMBURSEMENTS

The Employee shall be reimbursed for all direct and substantiated out-of-pocket expenditures duly made on the Company's behalf in the performance of his services under this Agreement, subject to timely reporting requirements imposed from time to time by the Company's Board of Directors.

7. OFFICE SPACE

The company will provide the employee with office space in the Chicago area suitable for the Employee's use in carrying out his responsibilities, including appropriate support and technology resources. If the corporate office would become unavailable, one of the existing branch offices would be utilized. In the event that the corporate headquarters should be relocated out of the Chicago area, the employee agrees to reasonable travel as needed to carry out his responsibilities, at Company expense, said travel not to exceed two weeks per quarter without Employee's written consent.

8. COVENANT NOT TO COMPETE

In consideration for the term of employment, salary and benefits paid to the Employee by the Company as described herein, Employee agrees that during the term of his employment hereunder and for the two-year period following termination of his employment he will not solicit the customers of the Company, or directly or indirectly solicit for employment any employees of Company. For purposes hereof, "Company" shall include any entity into which the Company may be merged or to which substantially all the business and assets of the Company are transferred, and shall include all affiliates of the Company at the date of termination. For purposes hereof, "affiliate" shall include any business controlling, controlled by, or under common control with the Company and its successors.

Employee has carefully read and considered the provisions of this paragraph and, having done so, agrees that the restrictions set forth therein, including, but not limited to, the time period of restriction and geographical areas of restriction, are fair and reasonable and are reasonably required for the protection of the interests of the Company.

If, notwithstanding the foregoing, any of the provisions hereof shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included. In the event that any provision relating to the time period and/or the areas of restriction and/or related aspects shall be declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, the time period and/or areas of restriction and/or related aspects deemed reasonable and enforceable by the court shall become the maximum restriction in such regard, and the restriction shall remain enforceable to the fullest extent deemed reasonable by such court.

In the event of a breach or threatened breach of any of the covenants herein, the Company shall have the right to seek equitable relief, including specific performance by means of an injunction against the Employee and against the Employee's partners, agents,

representatives, servants, employers, employees, and/or any and all persons acting directly or indirectly by or with it or them, to prevent or restrain any breach or further breach. In the event Company obtains any such equitable relief, the party against whom relief is obtained shall reimburse Company for its reasonable attorney's fees and costs related thereto. If the Company fails to obtain equitable relief, the Company shall reimburse the Employee for his reasonable attorney's fees and costs related thereto.

9. TERMINATION OF EMPLOYMENT BY THE COMPANY FOR CAUSE

Company shall have the right to terminate Employee's employment with the immediate discontinuation of payments hereunder for Cause herein defined as:

(A) The intentional and substantial failure by Employee to perform Employee's duties with Company; or

(B) Employee's material ("material" qualifying each of the following) personal dishonesty, incompetence, willful misconduct, breach of a fiduciary duty involving personal profit, willful violation of any law, rule or regulation (other than traffic violations or similar offenses) or cease-and-desist order, or breach of any material provision of this Agreement, in each case directly involving the Company or its affiliates, customers or suppliers; or

(C) Employee is unable to perform his duties hereunder for more than sixty (60) consecutive days or ninety (90) days within a consecutive twelve (12) month period as a result of his becoming disabled. "Disabled" shall mean the inability of the Employee, due to mental or physical disability certified by a physician selected by the Company and reasonably satisfactory to the Employee, to substantially perform his duties hereunder. The Employee shall make himself available for examination by such physician upon reasonable request; or

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(D) Employee engages in repeated conduct causing the Company or any of its subsidiaries substantial public disgrace or disrepute or public harm, including, without limitation, chronic drug or alcohol abuse; or

(E) Employee dies.

provided, however, that prior to the determination that "Cause" under clause (A), (B), or (D) of this Section has occurred, the Company shall provide to the Employee in writing, in reasonable detail, the reasons for the determination that such "Cause" exists, and afford the Employee a reasonable opportunity to remedy any such breach, if such breach is capable of being remedied. For purposes of this Agreement, no act or failure to act on the Employee's part shall be considered "willful" unless it is done, or omitted to be done, by him in bad faith or without reasonable belief that his action or omission was in the best interests of the Company or any successor or affiliate. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or based upon the advice of counsel for the Company or any successor or affiliate shall be conclusively presumed to be done, or omitted to be done, in good faith and in the best interests of the Company or any successor or affiliate thereof.

10. TERMINATION OF EMPLOYMENT BY THE COMPANY WITHOUT CAUSE

If the Company terminates the employment before the end of the contract term for any reason other than Cause, the Company will continue to pay the Employee his salary for the balance of the two-year period in the ordinary course through payroll until the end

of the term. Company will also continue to provide health insurance coverage to the Employee for the remainder of the period at no cost to the Employee

11. TERMINATION OF EMPLOYMENT BY EMPLOYEE

If the Employee terminates employment before the end of the contract period for any reason other than Good Reason, as defined below, no further payments shall be due Employee pursuant to this Agreement, other than as required by law and the terms of the Company's employee benefit plans. If Employee terminates for Good Reason, the Company will continue to pay the Employee his salary for the balance of the two-year period in the ordinary course through payroll until the end of the term. Company will also continue to provide health insurance coverage to the employee for the remainder of the period at no cost to the Employee. Good Reason shall be defined as the requirement by the Company, without the Employee's written consent, that the Employee's services be performed primarily at a location outside the Chicago metropolitan area or the Company's material breach of this Agreement.

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12. DIRECTORS AND OFFICERS LIABILITY INSURANCE

The Company will include the Employee under its directors and officers' liability insurance and the indemnification provisions of its charter and bylaws during the term of the agreement, and for a period of six years following the Employee's term of Employment.

13. COMPLETE AGREEMENT

This document contains the entire agreement between the parties and supersedes any prior decision, negotiations, representations, or agreements between them respecting employment of the Employee. No alterations, additions or other changes to this Agreement shall be binding unless made in writing and signed by both parties to this Agreement.

14. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the internal laws of the state of Illinois. The Parties agree and consent to submit to personal jurisdiction in the State of Illinois in any state or federal court of competent subject matter jurisdiction situated in Du Page County, Illinois.

15. EFFECT ON OTHER OBLIGATIONS.

Payments and benefits herein provided to the Employee by the Company will be made without regard to and in addition to any other payments or benefits required to be paid to the Employee at any time hereafter under the terms of any other plan or agreement between the Employee and the Company. No payments or benefits provided the Employee hereunder will be reduced by any amount the Employee may earn or receive from employment with another employer or from any other source without violation of this Agreement. In no event will the Employee be obliged to seek other employment or take any other action by way of mitigation of the amounts payable to the Employee under any of the provisions of this Agreement.

16. CODE SECTION 409A.

This Agreement is intended to comply with Code Section 409A and the interpretative guidance thereunder, including the exceptions for short-term deferrals, separation pay arrangements, reimbursements, and in-kind distributions, and shall be administered accordingly. This Agreement shall be construed and interpreted with such intent. If a payment under this Agreement does not qualify as a short-term deferral

under Code Section 409A and Treas. Reg. Section 1.409A-1(b)(4) (or any similar or successor provisions), and the Employee is a Specified Employee (as defined below) as of his termination, distributions to the Employee may not be made before the date that is six months after the date of his termination or, if earlier, the date of the Employee's death (the "Six-Month Delay Rule"). Payments to which the Employee would otherwise be entitled during the first six months following the termination (the "Six-Month Delay") will be accumulated and paid on the first day of the seventh month following the termination. Notwithstanding the Six-Month Delay Rule set forth in this Section 16(B):

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(A) To the maximum extent permitted under Code Section 409A and Treas. Reg. Section 1.409A-1(b)(9)(iii) (or any similar or successor provisions), during each month of the Six-Month Delay, the Company will pay the Employee an amount equal to the lesser of (i) the total monthly severance provided under this Agreement, or (ii) one-sixth (1/6) of the lesser of (1) the maximum amount that may be taken into account under a qualified plan pursuant to Code Section 401(a)(17) for the year in which the Employee's termination occurs, and (2) the sum of the Employee's annualized compensation based upon the annual rate of pay for services provided to the Company for the taxable year of the Employee preceding the taxable year of the Employee in which his termination occurs (adjusted for any increase during that year that was expected to continue indefinitely if the Employee had not had a termination); provided that amounts paid under this sentence will count toward, and will not be in addition to, the total payment amount required to be made to the Employee by the Company under this Agreement; and

(B) To the maximum extent permitted under Code Section 409A and Treas. Reg. Section 1.409A-1(b)(9)(v)(D) (or any similar or successor provisions), within ten (10) days of the termination, the Company will pay the Employee an amount equal to the applicable dollar amount under Code Section 402(g)(1)(B) for the year of the Employee's termination; provided that the amount paid under this sentence will count toward, and will not be in addition to, the total payment amount required to be made to the Employee by the Company under this Agreement.

(C) For purposes of this Agreement, "Specified Employee" has the meaning given that term in Code Section 409A and Treas. Reg. 1.409A-1(c)(i) (or any similar or successor provisions). The Company's "specified employee identification date" (as described in Treas. Reg. 1.409A-1(c)(i)(3)) will be December 31 of each year, and the Company's 'specified employee effective date' (as described in Treas. Reg. 1.409A-1(c)(i)(4) or any similar or successor provisions) will be February 1 of each succeeding year."

(D) Each payment under this Agreement or any Company benefit plan is intended to be treated as one of a series of separate payments for purposes of Code Section 409A and Treasury Regulation Section 1.409A-2(b)(2)(iii) (or any similar or successor provisions).

(E) For purposes of this Agreement, the Employee's employment is terminated when the Employee experiences a "separation from service" within the meaning of Code Section 409A.

General Employment Enterprises, Inc. Employee

By: /s/ Herbert F. Imhoff, Jr. /s/ Kent M. Yauch

Its: Chairman, President Kent M. Yauch
and Chief Executive Officer

EXHIBIT 10.5

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made June 26, 2009, by and between General Employment Enterprises, Inc. (the "Company") and Marilyn White (the "Employee") (collectively the "Parties"). For valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. EMPLOYMENT AGREEMENT

Upon the terms and subject to the conditions contained in this Agreement, the Company hereby offers and the Employee hereby accepts employment with the Company. All other employment agreements between the Employee and the Company are revoked and shall have no force or effect.

2. TERM OF EMPLOYMENT

The term of this Agreement shall be for two (2) consecutive years commencing upon the closing date of the Stock Purchase Agreement between the Company and PSQ, LLC ("Closing Date").

3. SERVICES

The Employee shall be the Vice President of Operations with responsibility for oversight of branch operations for the permanent placement / direct hire division of the Company, or such other employment consistent with the Employee's background and experience and the Company's needs as determined in good faith by the Chief Executive Officer ("CEO") of the Company. Employee shall perform her duties under this Agreement in accordance with such reasonable standards expected of employees with comparable positions in comparable organizations and as may be established from time to time by the Company's Board of Directors. Employee shall devote her best efforts and her full business and professional time to the faithful fulfillment of her duties hereunder.

4. COMPENSATION

The Employee shall receive an annual salary of \$150,000 per year. Employee shall also receive as additional compensation a grant of an additional twenty-five thousand (25,000) non-qualified stock options of which one-half (1/2) shall vest immediately and the remainder shall vest one (1) year after the Closing Date. These options shall have an exercise price equal to the Company's trading price on the date of the grant and have a ten (10) year term. The options shall terminate three (3) years after Employees termination of employment with the Company for any reason other than cause. If Employee is terminated for cause all options not yet vested shall immediately terminate.

5. FRINGE BENEFITS AND PERQUISITES

The Employee shall be entitled to all fringe benefits and perquisites that may be provided generally for the most senior executive officers of the Company pursuant to policies established from time to time by the Company's Board of Directors, including, but not limited to annual vacations of five weeks per year (which vacation

shall accrue pro rata over each year of employment and shall not carry over from year to year without the consent of the CEO), and participation in the Company family medical plan, and any pension plan or profit sharing plan the Company may institute. At no time shall Employee's benefits be reduced to exclude current coverage's.

6. REIMBURSEMENTS

The Employee shall be reimbursed for all direct and substantiated out-of-pocket expenditures duly made on the Company's behalf in the performance of her services under this Agreement, subject to timely reporting requirements imposed from time to time by the Company's Board of Directors.

7. OFFICE SPACE

The company will provide the employee with office space in the Chicago area suitable for the Employee's use in carrying out her responsibilities, including appropriate support and technology resources. If the corporate office would become unavailable, one of the existing branch offices would be utilized. In the event that the corporate headquarters should be relocated out of the Chicago area, the employee agrees to reasonable travel as needed to carry out her responsibilities, at Company expense.

8. COVENANT NOT TO COMPETE

In consideration for the term of employment, salary and benefits paid to the Employee by the Company as described herein, Employee agrees that during the term of her employment hereunder and for the two-year period following termination of her employment she will not solicit the customers of the Company, or directly or indirectly solicit for employment any employees of Company. For purposes hereof, "Company" shall include any entity into which the Company may be merged or to which the substantially all the business and assets of the Company are transferred, and shall include all affiliates of the Company at the date of termination. For purposes hereof, "affiliate" shall include any business controlling, controlled by, or under common control with General Employment Enterprises, Inc and its successors.

Employee has carefully read and considered the provisions of this paragraph and, having done so, agrees that the restrictions set forth therein, including, but not limited to, the time period of restriction and geographical areas of restriction, are fair and reasonable and are reasonably required for the protection of the interests of the Company.

If, notwithstanding the foregoing, any of the provisions hereof shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included. In the event that any provision relating to the time period and/or the areas of restriction and/or related aspects shall be declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, the time period and/or areas of restriction and/or related aspects deemed reasonable and enforceable by the court shall become the maximum restriction in such

regard, and the restriction shall remain enforceable to the fullest extent deemed reasonable by such court.

In the event of a breach or threatened breach of any of the covenants herein, the Company shall have the right to seek equitable relief, including specific performance by means of an injunction against the Employee and against the Employee's partners, agents, representatives, servants, employers, employees, and/or any and all persons acting directly or indirectly by or with it or them, to prevent or restrain any breach or further breach. In the event Company obtains any such equitable relief, the party against whom relief is obtained shall reimburse Company for its reasonable attorney's fees and costs related thereto.

9. TERMINATION OF EMPLOYMENT BY EMPLOYER FOR CAUSE

Company shall have the right to terminate Employee's employment with the immediate discontinuation of payments hereunder for Cause

herein defined as:

(A) The intentional and substantial failure by Employee to perform Employee's duties with Company; or

(B) Employee's material ("material" qualifying each of the following) personal dishonesty, incompetence, willful misconduct, breach of a fiduciary duty involving personal profit, willful violation of any law, rule or regulation (other than traffic violations or similar offenses) or cease-and-desist order, or breach of any material provision of this Agreement, in each case directly involving the Company or its affiliates customers or suppliers; or

(C) Employee is unable to perform her duties hereunder for more than sixty (60) consecutive days or ninety (90) days within a consecutive twelve (12) month period as a result of his becoming disabled. "Disabled" shall mean the inability of the Employee, due to mental or physical disability certified by a physician selected by the Company and reasonably satisfactory to the Employee, to substantially perform his duties hereunder. The Employee shall make herself available for examination by such physician upon reasonable request; or

(D) Engages in repeated conduct causing the Company or any of its subsidiaries substantial public disgrace or disrepute or public harm, including, without limitation, chronic drug or alcohol abuse; or

(E) Employee dies.

10. TERMINATION OF EMPLOYMENT BY EMPLOYER WITHOUT CAUSE

If the Company terminates the employment before the end of the contract term for any reason other than Cause the salary for the balance of the two year period will be due and payable in ordinary course through payroll until the end of the term. In the event any payment due is not made within 60 days of the due date any balance due will accelerate and become due and payable to Employee. Company will also continue to provide health insurance coverage to the employee for

the remainder of the period under the same terms it provided during active employment.

11. TERMINATION OF EMPLOYMENT BY EMPLOYEE

If the Employee terminates employment before the end of the contract period for any reason other than Good Reason, as defined below, no further payments shall be due Employee pursuant to this Agreement. If Employee terminates for Good Reason the salary for the balance of the two year period will be due and payable in ordinary course through payroll until the end of the term. In the event any payment due is not made within 60 days of the due date any balance due would accelerate and become due and payable to Employee. Company will also continue to provide health insurance coverage to the employee for the remainder of the period under the same terms it provided during active employment. Good Reason shall be defined as the requirement by the Company, without the Employee's consent, that the Employee's services be performed primarily at a location outside the Chicago metropolitan area.

12. DIRECTORS AND OFFICERS LIABILITY INSURANCE

The company will include the employee under its directors and officers' liability insurance and the indemnification provisions of its charter and bylaws during the term of the agreement, and for any historical policies purchased during the Employees term of Employment.

13. COMPLETE AGREEMENT

This document contains the entire agreement between the parties and supersedes any prior decision, negotiations, representations or agreements between them respecting employment of the Employee. No

alterations, additions or other changes to this Agreement shall be binding unless made in writing and signed by both parties to this Agreement.

14. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the internal laws of the state of Florida.

15. CODE SECTION 409A.

This Agreement is intended to comply with Code Section 409A and the interpretative guidance thereunder, including the exceptions for short-term deferrals, separation pay arrangements, reimbursements, and in-kind distributions, and shall be administered accordingly. This Agreement shall be construed and interpreted with such intent. If a payment under this Agreement does not qualify as a short-term deferral under Code Section 409A and Treas. Reg. Section 1.409A-1(b)(4) (or any similar or successor provisions), and the Employee is a Specified Employee (as defined below) as of his termination, distributions to the Employee may not be made before the date that is six months after the date of his termination or, if earlier, the date of the Employee's death (the "Six-Month Delay Rule"). Payments to which the Employee would otherwise be entitled during the first six months following the termination (the "Six-Month Delay") will be accumulated and paid on the first day of the seventh month following the termination. Notwithstanding the Six-Month Delay Rule set forth in this Section

16(B):

(A) To the maximum extent permitted under Code Section 409A and Treas. Reg. Section 1.409A-1(b)(9)(iii) (or any similar or successor provisions), during each month of the Six-Month Delay, the Company will pay the Employee an amount equal to the lesser of (i) the total monthly severance provided under this Agreement, or (ii) one-sixth (1/6) of the lesser of (1) the maximum amount that may be taken into account under a qualified plan pursuant to Code Section 401(a)(17) for the year in which the Employee's termination occurs, and (2) the sum of the Employee's annualized compensation based upon the annual rate of pay for services provided to the Company for the taxable year of the Employee preceding the taxable year of the Employee in which his termination occurs (adjusted for any increase during that year that was expected to continue indefinitely if the Employee had not had a termination); provided that amounts paid under this sentence will count toward, and will not be in addition to, the total payment amount required to be made to the Employee by the Company under this Agreement; and

(B) To the maximum extent permitted under Code Section 409A and Treas. Reg. Section 1.409A-1(b)(9)(v)(D) (or any similar or successor provisions), within ten (10) days of the termination, the Company will pay the Employee an amount equal to the applicable dollar amount under Code Section 402(g)(1)(B) for the year of the Employee's termination; provided that the amount paid under this sentence will count toward, and will not be in addition to, the total payment amount required to be made to the Employee by the Company under this Agreement.

(C) For purposes of this Agreement, "Specified Employee" has the meaning given that term in Code Section 409A and Treas. Reg. 1.409A-1(c)(i) (or any similar or successor provisions). The Company's "specified employee identification date" (as described in Treas. Reg. 1.409A-1(c)(i)(3)) will be December 31 of each year, and the Company's 'specified employee effective date' (as described in Treas. Reg. 1.409A- 1(c)(i)(4) or any similar or successor provisions) will be February 1 of each succeeding year."

(D) Each payment under this Agreement or any Company benefit plan is intended to be treated as one of a series of separate payments for purposes of Code Section 409A and Treasury Regulation Section

1.409A-2(b)(2)(iii) (or any similar or successor provisions).

(E) For purposes of this Agreement, the Employee's employment is terminated when the Employee experiences a "separation from service" within the meaning of Code Section 409A.

General Employment Enterprises, Inc. Employee

By: /s/ Herbert F. Imhoff, Jr. /s/ Marilyn L. White

Chairman, President
and Chief Executive Officer

Marilyn White