
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

GENERAL EMPLOYMENT ENTERPRISES, INC.

(Exact name of registrant as specified in its charter)

Illinois (State or other jurisdiction of incorporation or organization)	One Tower Lane - Suite 2200 Oakbrook Terrace, IL 60181 (Address of principal executive offices, including zip code)	36-6097429 (I.R.S. Employer Identification No.)
--	---	---

Second Amended and Restated General Employment Enterprises, Inc. 1997 Stock Option Plan
(Full title of the plan)

SALVATORE ZIZZA
Chief Executive Officer And Chairman Of The Board
GENERAL EMPLOYMENT ENTERPRISES, INC.
One Tower Lane, Suite 2200
Oakbrook Terrace, Illinois 60181
(630) 954-0400
(Name and address of agent for service)

With Copies to:
GREGORY BARTKO
Law Office of Gregory Bartko, LLC
3475 Lenox Road, Suite 400
Atlanta, Georgia 30326
(404) 238-0550

(Telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share ¹	Proposed maximum aggregate offering price ¹	Amount of registration fee ¹
Common Stock no par value	592,000	\$.56	\$331,520	\$23.64

¹ Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) and 457(c) under the Securities Act of 1933, as amended, based on \$.56 per share, the average of the high and low sales prices of the Common Stock on April 09, 2010.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with the Note to Part I of Form S-8.

Part II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated by reference herein and in the Prospectus constituting a part of this Registration Statement:

(a) The Registrant's Annual Report on Form 10-K for the year ended September 30, 2009;

(b) The Registrant's Quarterly Report on Form 10-Q for the quarter ended December 31, 2009;

(c) The Registrant's Current Reports on Form 8-K or Form 8-A/A filed March 26, 2010, January 26, 2010, January 14, 2010, January 11, 2010, December 28, 2009 and November 25, 2009 (in each case, other than information that is furnished but that is deemed not to have been filed);

(d) The Registrant's Form DEF 14A filed January 28, 2010 and Form DEF 14C filed October 16, 2009; and

(e) The description of the Registrant's Common Stock, no par value contained in the Registrant's Registration Statement on Form S-1, filed with the Securities and Exchange Commission (the "Commission") on March 3, 1967, under the Securities Act of 1933, and in the Registration Statement filed on Form 8-A filed with the Commission on February 21, 1990 under Section 12 of the Securities Exchange Act of 1934, including any amendments or reports filed for the purpose of updating such description.

All documents filed by the Registrant with the SEC pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (other than any information that is furnished but that is deemed not to have been filed) prior to the filing of a post-effective amendment hereto that either indicates that all securities offered hereby have been sold or deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and the Prospectus and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement and the Prospectus to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 8.75 of the Illinois Business Corporation Act of 1983 permits indemnification of directors, employees and agents of corporations under certain conditions and subject to certain limitations. Article VII of the By-Laws of the Registrant ("Article VII") provides that each person who was or is a party to, or has threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the corporation, or that he or she was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, will be indemnified by the Registrant, to the fullest extent authorized by the Illinois Business Corporation Act of 1983, as currently in effect, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding. Article VII provides that the rights conferred thereby are contract rights between the Registrant and each Director or Officer serving in each such capacity, and any repeal or modification of Article VII shall not affect any rights or obligations thereunder with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

The Registrant has insurance which, subject to certain policy limits, deductible amounts and exclusions, insures directors and officers of the Registrant for liabilities incurred as a result of acts committed in their capacity as directors and officers or claims made against them by reason of their status as directors or officers.

The foregoing is only a general summary of certain aspects of the Illinois Business Corporation Act of 1983 and the Registrant's bylaws dealing with indemnification of directors and officers, and does not purport to be complete. It is qualified in its entirety by reference to the detailed provisions of Section 8.75 of the Illinois Business Corporation Act of 1983 and Article VII of the bylaws of the Registrant.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The following exhibits are filed with or incorporated by reference in this Registration Statement.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
4(a)	Second Amended and Restated General Employment Enterprises, Inc. 1997 Stock Option Plan
5(a)	Opinion of the Law Office of Gregory Bartko, LLC
23(a)	Consent of the Law Office of Gregory Bartko, LLC (included in 5(a))
23.01	Consent of Auditors, BDO Seidman LLP
24(a)	Powers of Attorney

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement: (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act"); (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement (notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement); and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; *provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oakbrook Terrace, Illinois, on this 19th day of April, 2010.

GENERAL EMPLOYMENT ENTERPRISES, INC.

/s/ SALVATORE ZIZZA

Chief Executive Officer and President

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* Stephen Pence	Director, Chairman of the Board	April 19, 2010
* Herbert F. Imhoff, Jr.	Director, President and Chief Operating Officer	April 19, 2010
* Marilyn L. White	Vice President of Operations	April 19, 2010
* Dennis Wayne Baker	Director	April 19, 2010
* Thomas C. Williams	Director	April 19, 2010
* Charles W.B. Wardell	Director	April 19, 2010
* Jan V. Prieto-McCarthy	Treasurer and Financial Officer	

*By: /s/ Salvatore Zizza April 19, 2010
Salvatore Zizza
Attorney-in-Fact

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
4(a)	Second Amended and Restated General Employment Enterprises, Inc. 1997 Stock Option Plan
5(a)	Opinion of the Law Office of Gregory Bartko, LLC
23(a)	Consent of the Law Office of Gregory Bartko, LLC (included in 5(a))
23.01	Consent of Auditors, BDO Seidman LLP
24(a)	Power of Attorney

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

**SECOND AMENDED AND RESTATED
GENERAL EMPLOYMENT ENTERPRISES, INC.
1997 STOCK OPTION PLAN**

PLAN INFORMATION

COMPANY INFORMATION

The date of this document is September 30, 2009

PLAN INFORMATION

General

The Board of Directors of General Employment Enterprises, Inc. ("the Company") has established the Second Amended and Restated General Employment Enterprises, Inc. 1997 Stock Option Plan (the "Stock Option Plan"), which became effective upon receipt of shareholder approval on September 30, 2009. The following is a summary of the Stock Option Plan, which is qualified in its entirety by reference to its full text. The General Employment Enterprises, Inc. 1997 Stock Option Plan (the "1997 Plan") was originally established effective February 24, 1997, and restated on February 26, 2007. The Board has amended and restated the Stock Option Plan as follows:

- to add additional shares to the plan

The Stock Option Plan is intended to promote stock ownership by officers and key employees of the Company and its subsidiaries to increase their proprietary interest in the Company and to encourage them to remain in the employ of the Company. In addition, the Stock Option Plan is intended as an additional incentive to members of the Board of Directors of the Company, who are not employees of the Company, to serve on the Board of Directors of the Company and to devote themselves to the future success of the Company. The Stock Option Plan provides for the grant of "incentive stock options" within the meaning of Section 422 of the Internal Revenue Code, and for options that do not constitute incentive stock options (referred to herein as "nonstatutory options"), as determined in each individual case by the Committee.

Term of Stock Option Plan

Options may be awarded under the Stock Option Plan at any time after September 30, 2009 (the "effective date") until the earlier of:

- September 30, 2019, and
- the date on which the Board of Directors or the Committee terminates the Stock Option Plan.

Shares Subject to the Stock Option Plan

Subject to adjustment as described below, the Stock Option Plan provides that the number of shares of Common Stock for which options may be granted under the Stock Option Plan shall be 592,000, which represents the number of available shares remaining for issuance under the 1997 Plan. In general, any shares of Common Stock subject to issuance upon exercise of options but which are not issued because of a surrender, forfeiture, expiration, termination or cancellation of any such option will once again be available for issuance pursuant to subsequent options. The maximum number of options that may be granted to any one person during a calendar year is 150,000.

Administration

The Stock Option Plan is to be administered by the Compensation Committee (the "Committee") of the Board of Directors of the Company. The Committee will be comprised of two or more members of the Board who are "non-employee directors" within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934 and "outside directors" within the meaning of Section 162(m) of the Internal Revenue Code. The Committee will have the authority, among other things, to select the key employees to whom options may be granted, to determine the terms of each option, to interpret the provisions of the Stock Option Plan and to make all other determinations that it may deem necessary or advisable for the administration of the Stock Option Plan. Each determination or other action made or taken pursuant to the Stock Option Plan by the Committee, including interpretation of the Stock Option Plan and the specific terms and conditions of the options granted thereunder, will be final and conclusive for all purposes and upon all persons.

Eligibility

A member of the Board of Directors who is not an employee of the Company (referred to herein as a "non-employee director") is automatically eligible to participate on the date he or she becomes a non-employee director. The Committee will, from time to time, select those officers and other key employees of the Company or any of the Company's subsidiaries who are eligible to participate in the Stock Option Plan on the basis of the special importance of their services in the management, development and operations of the Company or its subsidiaries. As of the date of this document, five non-employee directors and approximately three to five additional employees were eligible to participate in the Stock Option Plan.

Grants of Options

Grants of options to non-employee directors will be automatic and non-discretionary. As was the case under the 1997 Plan and the subsequently amended plan, each individual who is a non-employee director on the effective date of the Stock Option Plan, will automatically be granted a nonstatutory option to purchase 15,000 shares of Common Stock on the effective date of the Stock Option Plan. In addition, each individual who becomes a non-employee director (other than a non-employee director who was previously an employee-director) after the effective date of the Stock Option Plan shall be granted automatically a nonstatutory option to purchase 15,000 shares of Common Stock on the date he or she becomes a non-employee director. The Committee may from time to time grant options, which may be incentive stock options or nonstatutory stock options, to key employees of the Company.

Terms and Conditions of Options

Each option will be evidenced by a written option award agreement specifying the type of option granted, the option exercise price (which may not be less than fair market value on the grant date), the terms for payment of the exercise price, the expiration date of the option, the number of shares of Common Stock to be subject to each option and such other terms and conditions established by the Committee, in its sole discretion, not inconsistent with the Stock Option Plan. The exercise price of nonstatutory options granted under the Stock Option Plan will be determined by the Committee and specified in each option grant, and will not be less than the fair market value of the Common Stock on the date the option is granted. "Fair market value" is the price at which one share of Common Stock is last sold in the principal United States market for such stock as of the grant date. The exercise price of incentive stock options granted under the Stock Option Plan shall be the fair market value of the Common Stock on the date the option is granted.

An incentive stock option granted under the Stock Option Plan to an employee owning more than 10% of the Company (i) must have an exercise price of at least 110% of the fair market value of the shares issuable (determined as of the date the options granted) and (ii) will expire no later than the fifth anniversary of the date the incentive stock option was granted. An incentive stock option is subject to the further restriction that the aggregate fair market value (determined as of the date of grant) of stock as to which any such incentive stock option first becomes exercisable in any calendar year shall not exceed \$100,000. Options in excess of this limit would be nonstatutory options.

Exercise of Options

In general, options granted under the Stock Option Plan will vest and become exercisable with respect to one-fifth of the total number of shares of Common Stock subject to the option as of each anniversary of the date of the option grant, provided, however, that the Committee has the authority, in its sole discretion, to shorten or lengthen the vesting and exercise schedule with respect to any or all options or portion thereof granted under the Stock Option Plan. Notwithstanding the foregoing, upon a change of control in the Company (as defined under the Stock Option Plan), all outstanding options shall become fully exercisable and all restrictions thereon will terminate in order that optionees may fully realize the benefits thereunder. Options granted under the Stock Option Plan may be exercisable for up to ten years.

The full exercise price for all shares purchased on exercise of options granted under the Stock Option Plan may be paid in cash, in cash received from a broker-dealer to whom the optionee has submitted an exercise notice, by delivering shares of Common Stock having an aggregate fair market value on the date of exercise equal to the option exercise price, by directing the Company to withhold such number of shares of Common Stock otherwise issuable upon exercise of such option having an aggregate fair market value on the date of exercise equal to the option exercise price, by such other medium of payment as the Committee, in its discretion, shall authorize at the time of grant, or by any combination of the above. Except in instances of retirement, disability or death as provided in the Stock Option Plan or in the Committee's sole discretion, any option will terminate on the date of the optionee's termination of employment with the Company and its subsidiaries.

Transferability of Options

Options are not transferable other than by the laws of descent and distribution, or pursuant to a qualified domestic relations order (as defined in Section 414(p) of the Internal Revenue Code). Notwithstanding the foregoing, an optionee, at any time prior to his or her death, may assign all or any portion of an option granted to him or her (other than an incentive stock option) to:

- the optionee's spouse or lineal descendant;
- the trustee of a trust for the primary benefit of the optionee's spouse or lineal descendant;
- a partnership of which the optionee's spouse and lineal descendants are the only partners; or
- a tax exempt organization as described in Section 501(c)(3) of the Internal Revenue Code.

Any such assignment will be permitted only if (i) the optionee does not receive any consideration therefore and (ii) the assignment is expressly permitted by the applicable option agreement as approved by the Committee.

Amendment, Suspension or Termination

The Board of Directors or the Committee has authority to terminate, suspend or amend the Stock Option Plan, in whole or in part, from time to time without the approval of the shareholders of the Company to the extent allowed by law, provided, however, that a modification of the maximum aggregate shares of

Company Stock that may be issued under the Stock Option Plan or the class of employees eligible to receive them shall require shareholder approval. The Stock Option Plan provides for appropriate adjustment in the number and kind of shares subject to the Stock Option Plan, and the number, kind and per share exercise price of shares subject to unexercised options, in the event of any change in the outstanding Common Stock by reason of a stock split, stock dividend, combination or reclassification of shares, recapitalization, merger or similar event.

Change in Control

As was the case under the 1997 Plan and the subsequently amended plan, upon a change in control (as defined in the Stock Option Plan) of the Company, the Committee, as constituted before such change in control, is authorized, and has sole discretion, as to any option, either at the time such option is granted or any time thereafter, to take any one or more of the following actions: (i) provide for the purchase of any such option, upon the option holder's request, for an amount of cash equal to the difference between the exercise price and the then fair market value of the Common Stock covered thereby had such option been currently exercisable; (ii) make such adjustment to any such option then outstanding as the Committee deems appropriate to reflect such change in control; and (iii) cause any such option then outstanding to be assumed, by the acquiring or surviving corporation, after such change in control.

U.S. Federal Income Tax Consequences of Awards Granted under the Stock Option Plan

The following is a general description of the United States federal income tax consequences to optionees and the Company relating to options that may be granted under the Stock Option Plan. The plan is not qualified under the Internal Revenue Code Section 401(a). This discussion only applies to U.S. citizens and/or residents and does not purport to cover all tax consequences relating to options.

Incentive stock options granted under the Stock Option Plan have certain advantageous tax attributes under federal income tax laws. An option holder will generally not recognize income, and the Company will not be entitled to a deduction from income, at the time of grant of an incentive stock option. If the option is exercised during employment, or within three months thereafter (or one year in the case of a permanently and totally disabled employee), the option holder will generally not recognize any income and the Company will not be entitled to a deduction. However, the excess of the fair market value of the shares on the date of exercise over the option price generally is included in computing the option holder's alternative minimum taxable income. Generally, if the option holder disposes of shares acquired by exercise of an incentive stock option within either two years after the date of grant or one year after the date of exercise, the option holder will recognize ordinary income, and the Company will be entitled to a deduction, equal to the excess of the fair market value of the shares on the date of exercise over the option price (limited generally to the gain on the sale). The balance of any gain or loss will be treated as a capital gain or loss to the option holder. If shares are disposed of after the two year and one year periods described above expire, the Company will not be entitled to any deduction, and the entire gain or loss for the option holder will be treated as a long-term capital gain or loss.

As in the case of incentive stock options, the grant of a nonstatutory stock option will not result in taxable income to the option holder for federal income tax purposes nor will the Company be entitled to an income tax deduction. Upon exercise of a nonstatutory stock option, however, the option holder will generally recognize ordinary income for federal and state income tax purposes equal to the difference between the exercise price and the fair market value of the shares acquired on the date of exercise, and the Company or the subsidiary of the Company which is the employer of the option holder, will be entitled to federal and state income tax deductions in the amount of the ordinary income recognized by the option holder. In general, any further gain or loss realized by the option holder on the subsequent disposition of such shares will be long-term or short-term capital gain or loss, depending on the length of time the shares are held after the option is exercised.

Compliance with Section 409A of the Internal Revenue Code

The American Jobs Creation Act of 2004, enacted on October 22, 2004, revised the federal income tax law applicable to certain types of awards that may be granted under the Stock Option Plan. To the extent applicable, it is intended that the Stock Option Plan and any grants made under the Stock Option Plan comply with the provisions of Section 409A of the Internal Revenue Code. The Committee intends to administer the Stock Option Plan and any grants made thereunder in a manner consistent with the requirements of Section 409A, and to make such amendments (including retroactive amendments) to the Stock Option Plan and any other grants made thereunder as required by Section 409A on a timely basis. Any reference to Section 409A will also include any proposed temporary or final regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of Treasury or the Internal Revenue Service.

Applicability of ERISA

The Stock Option Plan is not subject to the Employee Retirement Income Security Act of 1974.

Additional Information

If any material changes are made to the Stock Option Plan information contained in this document, the Company will deliver updated information to each optionee. This document should be read in connection with any applicable updates. The Company will provide without charge to each person to whom a copy of this document has been delivered, on the written or oral request of such person, a copy of any such documents.

Additional information about the Stock Option Plan is available upon request from: Secretary, General Employment Enterprises, Inc., One Tower Lane, Suite 2200, Oakbrook Terrace, Illinois 60181; Telephone (630) 954-0400.

Restrictions on Resales of Common Stock Acquired Under the Stock Option Plan

The Stock Option Plan does not impose any restrictions on the resale of Common Stock purchased under the Stock Option Plan. However, certain optionees, as "affiliates" of the Company, may not reoffer or resell shares of Common Stock acquired under the Stock Option Plan pursuant to this prospectus by use or delivery of this prospectus. Such optionees may reoffer or resell such Common Stock only (i) pursuant to a separate prospectus of the Company that is then effective under the Securities Act of 1933, (ii) in reliance upon and in compliance with applicable provisions of Rule 144 under the Securities Act of 1933, or (iii) to prepare and file such a separate prospectus to facilitate reoffers and resales by affiliates. "Affiliates" is defined in Rule 405 under the Securities Act of 1933 to include any person that directly or indirectly, through one or more intermediaries, controls, or is controlled by or is under common control with the Company by means of the direct or indirect possession of the power to direct or cause the direction of the Company's management and policies, whether through the ownership of voting securities, by contract, or otherwise.

Section 16(b) of the Securities Exchange Act of 1934

Any purchase and sale, or sale and purchase, of Common Stock, including Common Stock acquired under the Stock Option Plan, within any period of less than six months by an optionee who is an officer or director of the Company may, depending upon the particular circumstances, be subject to the liabilities imposed by Section 16(b) of the Securities Exchange Act of 1934.

COMPANY INFORMATION

Documents Incorporated By Reference

The Company will provide without charge to each person to whom a copy of this document has been delivered, on the written or oral request of any such person, a copy of any of the documents incorporated by reference in the registration statement to which this document relates, other than exhibits to such documents which are not specifically incorporated by reference into the information that this document incorporates. The documents incorporated by reference in the registration statement are hereby incorporated by reference in this document. Requests for such copies should be directed to: Secretary, General Employment Enterprises, Inc., One Tower Lane, Suite 2200, Oakbrook Terrace, Illinois 60181; Telephone (630) 954-0400.



LAW OFFICE OF
Gregory Bartko, Esq.
ATTORNEY AT LAW
A Limited Liability Company

April 19, 2010

General Employment Enterprises, Inc.
One Tower Lane - Ste 2200,
Oakbrook Terrace, IL 60181

Re: General Employment Enterprises, Inc.
Registration of 592,000 Shares of Common Stock,
No Par Value, on Form S-8

Ladies and Gentlemen:

I have acted as counsel to General Employment Enterprises, Inc., an Illinois Corporation (the "Company"), in connection with the Company's filing of a Registration Statement on Form S-8 (the "Registration Statement") covering 592,000 shares of Common Stock, no par value, of the Company (the "Shares"), to be issued pursuant to the terms of that certain Second Amended and Restated General Employment Enterprises, Inc. 1997 Stock Option Plan (the "Plan").

I have made such investigation and have examined such corporate documents as I have deemed necessary, in order to enable me to render the opinion contained herein, including without limitation, the Registration Statement and the Plan.

Based upon the foregoing, it is my opinion that the 592,000 Shares, when issued in accordance with the terms of the Plan, will be legally issued, fully paid and non-assessable.

I hereby consent to be named in the Registration Statement as the attorney who passed upon the legality of the Shares and to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ GREGORY BARTKO
Law Office of Gregory Bartko, LLC

"The Securities Regulation Law Firm"

3475 Lenox Road, Suite 400 • Atlanta, GA 30326 • Phone (404) 238-0550 • Fax (866) 342-4092
Email: gbartko@securitieslawcounsel.com • www.securitieslawcounsel.com

EXHIBIT 23.01

Consent of Independent Registered Public Accounting Firm

General Employment Enterprises, Inc.
Oakbrook Terrace, Illinois

We hereby consent to the incorporation by reference in the Prospectus constituting a part of this Registration Statement of our report dated January 8, 2010, relating to the consolidated financial statements, appearing in the Company's Annual Report on Form 10-K for the year ended September 30, 2009.

/s/ BDO Seidman, LLP
Chicago, Illinois

April 16, 2010

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each of General Employment Enterprises, Inc. and the several undersigned Officers and Directors thereof whose signatures appear below, hereby makes, constitutes and appoints Salvatore Zizza, its, his and her true and lawful attorney with power to act without any other and with full power of substitution, to execute, deliver and file in its, his and her name and on its, his and her behalf, and in each of the undersigned Officer's and Director's capacity or capacities as shown below, (a) one or more Registration Statements of General Employment Enterprises, Inc. on Form S-8 relating to the issuance of Shares pursuant to that certain Second Amended and Restated General Employment Enterprises, Inc. 1997 Stock Option Plan, and any and all documents in support thereof or supplemental thereto and any and all amendments, including any and all post-effective amendments, to the foregoing (hereinafter called the "Registration Statements"), and (b) such registration statements, petitions, applications, consents to service of process or other instruments, any and all documents in support thereof or supplemental thereto, and any and all amendments or supplements to the foregoing, as may be necessary or advisable to qualify or register the securities covered by said Registration Statements under such securities laws, regulations or requirements as may be applicable; and each of General Employment Enterprises, Inc. and said Officers and Directors hereby grants to said attorneys, full power and authority to do and perform each and every act and thing whatsoever as said attorney may deem necessary or advisable to carry out fully the intent of this power of attorney to the same extent and with the same effect as General Employment Enterprises, Inc. might or could do, and as each of said Officers and Directors might or could do personally in his or her capacity or capacities as aforesaid, and each of General Employment Enterprises, Inc. and said Officers and Directors hereby ratifies and confirms all acts and things which said attorney might do or cause to be done by virtue of this power of attorney and its, his or her signature as the same may be signed by said attorney, to any or all of the following (and/or any and all amendments and supplements to any or all thereof): such Registration Statements under the Securities Act of 1933, as amended, and all such registration statements, petitions, applications, consents to service of process and other instruments, and any and all documents in support thereof or supplemental thereto, under such securities laws, regulations and requirements as may be applicable.

IN WITNESS WHEREOF, General Employment Enterprises, Inc. has caused this power of attorney to be signed on its behalf, and each of the undersigned Officers and Directors in the capacity or capacities noted has hereunto set his or her hand as of the date indicated below.

GENERAL EMPLOYMENT ENTERPRISES, INC.

/s/ SALVATORE ZIZZA

Chief Executive Officer

Dated: April 19, 2010

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ STEPHEN PENCE</u> Stephen Pence	Director, Chairman of the Board	April 19, 2010
<u>/s/ HERBERT F. IMHOFF, JR.</u> Herbert F. Imhoff, Jr.	Director, President and Chief Operating Officer	April 19, 2010
<u>/s/ MARILYN L. WHITE</u> Marilyn L. White	Vice President	April 19, 2010
<u>/s/ DENNIS WAYNE BAKER</u> Dennis Wayne Baker	Director	April 19, 2010
<u>/s/ THOMAS C. WILLIAMS</u> Thomas C. Williams	Director	April 19, 2010
<u>/s/ CHARLES W.B. WARDELL</u> Charles W.B. Wardell	Director	April 19, 2010
<u>/s/ JAN V. PRIETO-MCCARTHY</u> Jan V. Prieto-McCarthy	Treasurer and Financial Officer	April 19, 2010
