

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 2)***

Grand Canyon Education, Inc.

(Name of Issuer)

Common Stock, \$0.01 per value

(Title of Class of Securities)

38526M 106

(CUSIP Number)

Christopher C. Richardson
3300 West Camelback Road
Phoenix, Arizona 85017
602-639-7500

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

September 18, 2009

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS Brent D. Richardson	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 14,622,516 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,761,504 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 14,622,516 (See Item 5)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 32.1%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

* Based on 45,613,794 shares of Grand Canyon Education, Inc. common stock outstanding, which reflects shares outstanding as of September 14, 2009 plus 1,000,000 shares issued by Grand Canyon Education, Inc. on September 18, 2009.

1	NAMES OF REPORTING PERSONS Christopher C. Richardson	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 14,622,516 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,762,370 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 14,622,516 (See Item 5)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 32.1%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

* Based on 45,613,794 shares of Grand Canyon Education, Inc. common stock outstanding, which reflects shares outstanding as of September 14, 2009 plus 1,000,000 shares issued by Grand Canyon Education, Inc. on September 18, 2009.

EXPLANATORY NOTE

In connection with the initial public offering (the “**IPO**”) of shares of common stock of Grand Canyon Education, Inc. (“**Grand Canyon**”), certain of Grand Canyon’s stockholders entered into a proxy and voting agreement (the “**Initial Voting Agreement**”) that became effective on November 25, 2008, the closing of the IPO, pursuant to which such holders granted to Brent D. Richardson, Grand Canyon’s Executive Chairman, and Christopher C. Richardson, Grand Canyon’s General Counsel and director (collectively, the “**Richardson Voting Group**”), a five-year irrevocable proxy to exercise voting authority with respect to certain shares of common stock held by such holders, for so long as such shares are held by such holders.

On September 14, 2009, Endeavour Capital Fund IV, L.P., Endeavour Associates Fund IV, L.P., and Endeavour Capital Parallel Fund IV, L.P. (collectively, the “**Endeavour Entities**”) entered into a proxy and voting agreement (the “**Endeavour Voting Agreement**”) and together with the Initial Voting Agreement, the “**Voting Agreement**”) pursuant to which such entities granted to the Richardson Voting Group a similar five-year irrevocable proxy to exercise voting authority with respect to certain shares of common stock held by such entities, for so long as such shares are held by such entities.

Under the terms of the Voting Agreement, if any person party to such agreement transfers shares of common stock covered by the proxy in open-market or other transactions, the proxy is no longer effective as to such shares. Accordingly, the number of shares over which the Richardson Voting Group will continue to hold voting power will decrease over time as shares held by other parties to the Voting Agreement are sold, which sales the Richardson Voting Group may be not be aware of since many of the shares held by such other parties are held in “street name.”

This Amendment No. 2 to Schedule 13D (the “**Amended Schedule 13D**”) is being filed to reflect the Endeavour Voting Agreement and to update the number of shares of Grand Canyon common stock over which the Richardson Voting Group may have voting authority. This Amended Schedule 13D amends the Schedule 13D filed on December 5, 2008 (the “**Original Schedule 13D**”) and Amendment No. 1 to Schedule 13D filed on June 9, 2009 (“**Amendment No. 1**”), and Items 5 and 7 of the Schedule 13D, as amended, are amended and supplemented as set forth below.

Item 5. Interest in Securities of the Issuer.

(a, b) The totals for Brent D. Richardson and Christopher C. Richardson consist of:

- 2,761,504 shares of common stock held of record by Exeter Capital, LLC, a limited liability company of which Brent D. Richardson is the manager;
- 2,762,370 shares of common stock held of record by Calle Camelia Investments, LLC, a limited liability company of which Christopher C. Richardson is a manager;
- 6,337,138 shares of common stock held by the Endeavour Entities; and
- 2,761,504 shares of common stock held of record by the Luke M. Buse and Staci Lin Buse Revocable Trust.

Upon the completion of Grand Canyon’s IPO, as a result of the Initial Voting Agreement, the Richardson Voting Group had the power to exercise voting authority with respect to 19,516,242 shares of Grand Canyon’s common stock, or 42.9% of its common stock at such time. Under the terms of the Voting Agreement, if any person party to such agreement transfers shares of common stock covered by the proxy in open-market or other transactions, the proxy is no longer effective as to such shares. Accordingly, the number of shares over which the Richardson Voting Group will continue to hold voting power will decrease over time as shares held by other parties to the Voting Agreement are sold, which sales the Richardson Voting Group may be not be aware of since many of the shares held by such other parties are held in “street name.” Except to the extent set forth in the bullet points

above, the totals for Brent D. Richardson and Christopher C. Richardson do not include other shares that may remain subject to the Initial Voting Agreement.

Luke M. Buse and Staci Lin Buse, as co-trustees, share dispositive power with respect to the shares owned by the Luke M. Buse and Staci Lin Buse Revocable Trust. Staci Lin Buse is the sister of Brent D. Richardson and Christopher C. Richardson. Except (i) in the case of Brent D. Richardson, with respect to shares of Grand Canyon common stock held of record by Exeter Capital, LLC, and (ii) in the case of Christopher C. Richardson, with respect to shares of Grand Canyon common stock held of record by Calle Camelia Investments, LLC, Brent D. Richardson and Christopher C. Richardson disclaim beneficial ownership of the shares of Grand Canyon common stock subject to the Voting Agreement, except to the extent of their voting interest in such shares as a result of the Voting Agreement and related proxy.

(c) On September 18, 2009, Grand Canyon closed on the sale of 1,000,000 shares of its common stock, and Exeter Capital, LLC, Calle Camelia Investments, LLC, the Luke M. Buse and Staci Lin Buse Revocable Trust, and the Endeavour Entities closed on the sale of 741,667, 741,666, 741,667, and 3,675,000 shares, respectively, of Grand Canyon common stock, in each case at a price of \$16.50 per share, in an underwritten transaction that was registered with the Securities and Exchange Commission on a Registration Statement on Form S-1 (File No. 333-161571). None of the shares that were sold by the Endeavour Entities were subject to the Endeavour Voting Agreement.

Item 7. Material to be Filed as Exhibits.

Exhibit 1. Amended and Restated Joint Filing Agreement (incorporated by reference to Exhibit 1 of Amendment No. 1).

Exhibit 2. Initial Voting Agreement (incorporated by reference to Exhibit 2 of the Original Schedule 13D).

Exhibit 3. Investor Rights Agreement (incorporated by reference to Exhibit 3 of the Original Schedule 13D).

Exhibit 4. Endeavour Voting Agreement.

Signature

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

September 23, 2009

By: /s/ Brent D. Richardson
Name: Brent D. Richardson

By: /s/ Christopher C. Richardson
Name: Christopher C. Richardson

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
4.	Endeavour Voting Agreement.

PROXY AND VOTING AGREEMENT

This Proxy and Voting Agreement (this "Agreement"), dated September 14, 2009 (the "Effective Date"), is entered into by and among BRENT. D. RICHARDSON, an individual, CHRISTOPHER C. RICHARDSON, an individual, and the undersigned stockholders of Grand Canyon Education, Inc., a Delaware corporation (the "Company"), listed on the signature pages hereto (each, a "Stockholder" and, collectively, the "Stockholders").

RECITALS

A. Brent D. Richardson and Christopher C. Richardson (collectively, the "Richardson Voting Group") are parties to a proxy and voting agreement, dated September 17, 2008, by and among the Richardson Voting Group and the stockholders named therein, pursuant to which such stockholders have granted to the Richardson Voting Group voting power over their shares of common stock, par value \$0.01 per share, of the Company ("Common Stock") as set forth therein.

B. Each Stockholder is a holder of shares of Common Stock of the Company.

C. Each Stockholder desires to enter into this Agreement and to grant to the Richardson Voting Group voting power over shares of their Common Stock that are subject to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Irrevocable Proxy.

a. Effective upon the Effective Date, and continuing until November 19, 2013, each Stockholder hereby grants to Brent D. Richardson and Christopher C. Richardson, and each of them, an irrevocable proxy, and hereby constitutes and appoints Brent D. Richardson and Christopher C. Richardson, and each of them, as such Stockholder's true and lawful proxy and attorney-in-fact, each with full power of substitution, to exercise all voting authority and authority to act by written consent for the Shares (as defined below) of such Stockholder on all matters on which such Shares may be voted and all matters requiring the affirmative vote or consent of the Stockholders, which proxy is IRREVOCABLE AND COUPLED WITH AN INTEREST.

b. For purposes of this Section 1, the term "Shares" shall mean the shares of Common Stock beneficially owned by such Stockholder as of the Effective Date and set forth opposite such Stockholder's name on Exhibit A hereto and any other shares of stock issued or issuable with respect thereto (whether by way of stock dividend or stock split or in exchange for

or upon conversion of such shares or otherwise in connection with a combination of shares, recapitalization, merger, consolidation, or other corporate reorganization).

c. Anything in this Section 1 to the contrary notwithstanding, in no event may Brent D. Richardson and Christopher C. Richardson exercise any such voting authority or authority to act by written consent with respect to any such Share or Shares if, by exercising such authority with respect to any such Share or Shares, the number of shares of Common Stock over which the Richardson Voting Group exercises such authority, pursuant to this Agreement or any other agreement, would equal or exceed 50% or more of the outstanding shares of Common Stock of the Company at such time. Accordingly, at any given time, the number of Shares over which Brent D. Richardson and Christopher C. Richardson may exercise any such voting authority or authority to act by written consent pursuant to this Agreement shall be equal to the total number of Shares, less such number of Shares as shall be necessary to ensure that the total number of shares of Common Stock over which the Richardson Voting Group exercises such authority, pursuant to this Agreement or any other agreement, is less than 50%.

2. Voting Agreement. If, for any reason, the proxy provided for in Section 1 is determined to be invalid or unenforceable in any respect, then each Stockholder shall, and shall cause each of its affiliates to, attend each meeting of the stockholders of the Company for the purposes of satisfying the quorum requirements for any such meeting and shall vote its Shares for or against any matter on which the Shares may be voted, and shall vote for or consent to (or refrain from voting for or consenting to) any matter requiring the affirmative vote or consent of the Stockholders, in each case as directed by Brent D. Richardson and Christopher C. Richardson.

3. Other Stockholder Rights. Except as otherwise provided herein, all other rights associated with a Stockholder's ownership of the Shares, including, but not limited to, all rights to transfer, sell or otherwise dispose of such Shares shall not be modified by or subject to this Agreement.

4. Further Assurances. Each Stockholder agrees to execute and deliver to Brent D. Richardson and Christopher C. Richardson, from time to time, such other documents and instruments as may be reasonably requested by either of them to the extent necessary to permit Brent D. Richardson and Christopher C. Richardson to vote or act on behalf of such Stockholder. In furtherance of the foregoing, each Stockholder agrees (a) to notify Brent D. Richardson and/or Christopher C. Richardson in writing within two (2) business days following any sale or other transfer of Shares if, following such sale or transfer, such Shares would no longer be subject to this Agreement, and (b) to confirm in writing to Brent D. Richardson and/or Christopher C. Richardson, within two (2) business days of receiving a request therefor, the number of shares of Common Stock that are beneficially owned by such Stockholder as of the date of such request.

5. General.

a. Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to the conflicts of laws rules of such State). The parties agree and consent to the jurisdiction of the state and federal courts located in Phoenix, Arizona and acknowledge that such courts shall constitute proper and

convenient forums for the resolution of any actions between the parties hereto with respect to the subject matter hereof, and agree that such courts shall be the sole and exclusive forums for the resolution of any actions between the parties hereto with respect to the subject matter hereof.

b. Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto (collectively, the “Successors”); provided, however, that this Agreement shall not be binding upon any Successor who purchases Shares from a Stockholder for value in a transaction registered under the Securities Act of 1933, as amended, or effected pursuant to an exemption therefrom.

c. Severability. If any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable, this Agreement shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other respects this Agreement shall remain in full force and effect; *provided, however*, that if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable provision and be legal, valid and enforceable. Further, should any provision contained in this Agreement ever be reformed or rewritten by any judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all parties hereto.

d. Amendment and Waiver. Any amendment, change or modification of this Agreement shall be void unless in writing and signed by all parties hereto.

e. Remedies. The Stockholders agree and acknowledge that damages may not be an adequate remedy for any breach of the provisions of this Agreement, and that in the event of a breach or threatened breach by any Stockholder, each of Brent D. Richardson and Christopher C. Richardson shall be entitled to apply to any court of competent jurisdiction for a temporary and/or permanent injunction restraining the breaching party from such breach or threatened breach.

f. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, or three business days after deposit in the United States mail, first-class, postage prepaid and one business day after deposit with a reputable overnight courier service, or by facsimile (with proof of transmission), upon transmission, to the address or facsimile number on file with the Company.

g. Headings. The descriptive section headings are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Agreement.

h. Complete Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

i. Counterparts; Facsimile Copies. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Signatures sent to the other parties by facsimile shall be binding as evidence of acceptance of the terms hereof by such signatory party.

IN WITNESS WHEREOF, the parties hereto have executed this Proxy and Voting Agreement as of the date set forth in the first paragraph hereof.

RICHARDSON VOTING GROUP:

By: /s/ Brent D. Richardson
Name: Brent D. Richardson

By: /s/ Christopher C. Richardson
Name: Christopher C. Richardson

STOCKHOLDERS:

ENDEAVOUR CAPITAL FUND IV, LP

By: Endeavour Capital IV, LLC
Its: General Partner

By: /s/ Chad N. Heath
Name: Chad N. Heath
Title: Managing Member

ENDEAVOUR ASSOCIATES FUND IV, LP

By: Endeavour Capital IV, LLC
Its: General Partner

By: /s/ Chad N. Heath
Name: Chad N. Heath
Title: Managing Member

ENDEAVOUR CAPITAL PARALLEL FUND IV, LP

By: Endeavour Capital IV, LLC
Its: General Partner

By: /s/ Chad N. Heath
Name: Chad N. Heath
Title: Managing Member

Name of Stockholder	Number of Shares of Common Stock Owned
Endeavour Capital Fund IV, LP	5,395,750
Endeavour Associates Fund IV, LP	330,470
Endeavour Capital Parallel Fund IV, LP	610,918
Total	6,337,138