# Instruction Delivered with “Fidelity”

“Delivered with fidelity” means that evidence-based instruction is implemented **exactly as designed and intended** by the program’s/methodology’s research-based model, without omission or unauthorized modification, and is:

* **Delivered by Qualified Personnel** – Provided by an instructor who has successfully completed all required training and certification for the specific evidence-based program or methodology, and who participates in ongoing professional development to maintain competence.
* **Adherent to Program Design** – Conducted in accordance with the sequence, pacing, lesson structure, instructional routines, and assessment protocols established by the program or methodology developer.
* **Provided at the Prescribed Intensity and Duration** – Scheduled and conducted for the frequency, session length, and total instructional hours demonstrated by peer-reviewed research to be necessary for effectiveness with dyslexic students.
* **Monitored and Documented** – Subject to regular observation, progress monitoring, and data collection to verify that the instruction remains aligned to the program’s prescribed practices, with corrective action taken immediately when deviations occur.
* **Individualized as Necessary** – Adjusted only to meet the unique needs of the student as determined by the Individualized Education Program (IEP) team, without altering the core structure, scope, or sequence of the evidence-based program.

# Case Law Appendix

The following cases support the statutory definition of “delivered with fidelity” for evidence-based instruction for dyslexic students:

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| Case | Court & Year | Key Holding | Relevance to Fidelity |
| M.L. v. Federal Way School District, 394 F.3d 634 | 9th Cir. 2005 | Failure to provide services as written in the IEP and as required by methodology constituted a denial of FAPE. | Deviation from required instructional methods can violate IDEA. |
| R.P. v. Prescott Unified School District, 631 F.3d 1117 | 9th Cir. 2011 | School’s failure to provide reading intervention in the manner and frequency stated in the IEP denied FAPE. | Instruction must match the agreed-upon design in scope, intensity, and delivery. |
| Van Duyn v. Baker School District 5J, 502 F.3d 811 | 9th Cir. 2007 | Material failure to implement IEP services is a violation of IDEA even without complete abandonment of the plan. | Even partial deviation from program fidelity can be a legal violation. |
| Deal v. Hamilton County Board of Education, 392 F.3d 840 | 6th Cir. 2004 | District’s refusal to use ABA therapy with fidelity, despite evidence of its necessity, denied FAPE. | Refusal to follow the methodology as intended can constitute deliberate indifference. |
| C.G. v. Five Town Community School District, 513 F.3d 279 | 1st Cir. 2008 | Lack of qualified staff to deliver specialized reading instruction resulted in ineffective delivery of services, violating IDEA. | Proper fidelity requires qualified, trained personnel. |
| R.E. v. New York City Department of Education, 694 F.3d 167 | 2d Cir. 2012 | IEP must be implemented in a manner that is “reasonably calculated to enable the child to receive educational benefits.” | If fidelity is absent, educational benefit is compromised. |
| Doe v. East Lyme Board of Education, 790 F.3d 440 | 2d Cir. 2015 | District’s reduction in service hours and change in delivery format violated the IEP. | Fidelity includes maintaining prescribed frequency, duration, and setting. |

## Key Legal Principle

**Under IDEA (20 U.S.C. § 1400 et seq.) and 34 C.F.R. § 300.323, schools must deliver special education services “in conformity with the IEP.” Courts have interpreted this to mean services must be delivered as designed and with the integrity of the chosen methodology intact. Deviations that reduce effectiveness are legal violations.**