

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

**FORM 8-K**

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

**February 18, 2026**  
Date of Report (Date of earliest event reported)

**CHARLES RIVER LABORATORIES INTERNATIONAL, INC.**  
(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other  
Jurisdiction of Incorporation)

**001-15943**  
(Commission File Number)

**06-1397316**  
(IRS Employer  
Identification No.)

**251 Ballardvale Street**  
**Wilmington, Massachusetts 01887**  
(Address of Principal Executive Offices) (Zip Code)

**781-222-6000**  
(Registrant's Telephone Number, including Area Code)

**Securities registered pursuant to Section 12(b) of the Act:**

| Title of each class            | Trading Symbol(s) | Name of each exchange on which registered |
|--------------------------------|-------------------|-------------------------------------------|
| Common stock, \$0.01 par value | CRL               | New York Stock Exchange                   |

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

## Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 18, 2026, the Company announced the appointment of Glenn Coleman as its Corporate Executive Vice President and Chief Financial Officer. Mr. Coleman will join the company with a tentative start date of April 6, 2026.

Mr. Coleman, 58, will join Charles River with over 30 years of strong financial and operational management experience, including more than a decade of senior leadership roles in the healthcare sector. Most recently since 2024, Mr. Coleman has been serving as Chief Financial Officer and Chief Administrative Officer of Premier, Inc., a \$1-billion healthcare services business. Prior to this role, he was the CFO of two public companies, DENTSPLY SIRONA Inc. and Integra Life Sciences Holdings Corporation. Mr. Coleman served as Executive Vice President and CFO at DENTSPPLY from 2022 to 2024. Prior to DENTSPLY, he held operational and financial leadership positions at Integra Life Sciences from 2014 to 2022, including as Executive Vice President and Chief Operating Officer from 2019 to 2022, and previously as CFO and Corporate Vice President, International. In addition to overseeing its Finance department as CFO, as Integra's COO, Mr. Coleman led operations and most of its talent force, including clinical, research and development, manufacturing, and quality functions while also leading the international team. Prior to Integra, Mr. Coleman spent 25 years in financial management positions with leading global manufacturing and telecommunications businesses, including Curtiss-Wright Corporation and Alcatel-Lucent, and began his career at PricewaterhouseCoopers LLP (formerly Coopers & Lybrand). Mr. Coleman holds a Bachelor of Science degree in Business Administration from Montclair State University and is a Certified Public Accountant.

The Company entered into an at-will employment offer letter with Mr. Coleman (the "Offer Letter") that provides for the following material compensation terms:

- **Base Salary:** Base compensation of \$800,000 annually. Beginning in 2026, Mr. Coleman will be eligible for future salary increases based on his performance and the Company's annual salary program design.
- **Bonus:** Mr. Coleman will be eligible to participate in the Company's Executive Incentive Compensation Program, with a targeted bonus equal to 85% of his gross annual base salary for 2026, which will be pro-rated to the date of his hire.
- **Equity:** Mr. Coleman will be eligible to receive annual stock awards beginning in May 2026. For 2026, Mr. Coleman will receive an equity award with a grant value of \$3,000,000, comprised of: (1) 60% Performance Share Units (PSUs); and (2) 40% Restricted Stock Units (RSUs). Beginning in 2026, Mr. Coleman will be eligible to receive an annual equity award, the terms and conditions of which are commensurate with the awards typically granted to executive officers.
- **One-Time New Hire Cash Award:** Mr. Coleman will receive a one-time new hire cash award in the gross amount of \$1,875,000. The initial \$1,000,000 will be paid six months after his start date, with the remaining \$875,000 to be paid after 12 months of employment with the Company.
- **One-Time New Hire Equity Award:** Mr. Coleman will be granted a one-time new hire equity award with a grant value of \$3,500,000. The award will be structured in the form of RSUs with a vesting period of 25% annually over four years.

The foregoing description of the Offer Letter contained herein does not purport to be complete and is qualified in its entirety by reference to the complete text of the Offer Letter, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

There are no family relationships between Mr. Coleman and any director or executive officer of the Company and there are no transactions involving the Company that would be required to report pursuant to Item 404(a) of Regulation S-K.

Mr. Coleman will succeed Michael G. Knell, who assumed the interim Chief Financial Officer role in September 2025. Mr. Knell will continue in his current role as Corporate Senior Vice President and Chief Accounting Officer.

## ITEM 9.01. Financial Statements and Exhibits

(d) Exhibits.

| Exhibit No.          | Description                                                                                                                        |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <a href="#">10.1</a> | <a href="#">Employment Offer Letter between Charles River Laboratories, Inc. and Glenn Coleman, dated as of February 12, 2026.</a> |
| 104                  | Cover Page Interactive Data File (embedded within the Inline XBRL document)                                                        |

## 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 hereunto duly authorized.

**CHARLES RIVER LABORATORIES INTERNATIONAL, INC.**

Date: February 18, 2026

By: /s/ Matthew L. Daniel  
Matthew L. Daniel, Corporate Senior Vice President,  
General Counsel, Corporate Secretary & Chief Compliance Officer

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02/12/2026

Mr. Glenn Coleman

**Electronic Offer Letter**

**Subject: Employment Offer Letter**

Dear Mr. Coleman:

Charles River Laboratories, Inc. ("Charles River") is pleased to offer you the position of Executive Vice President, Chief Financial Officer, with a tentative start date of April 6<sup>th</sup>, 2026. In this role, you will report directly to Birgit Girshick, Executive Vice President, Chief Operating Officer and CEO elect, and will be based at your remote home office in Charlotte, NC.

This Full-Time position offers a bi-weekly base salary of \$30,769.23 (which is equivalent to \$800,000 on an annualized basis), subject to applicable deductions, withholdings and benefit elections. Direct deposit is available for your convenience, and we strongly encourage you to take advantage of this payment option. You will be eligible for future salary increases based on your performance and the Charles River annual salary program design.

Your regular compensation package includes eligibility to participate in Charles River's Executive Incentive Compensation Program (i.e., Bonus). Your targeted bonus will equate to 85.0% of your gross annual base salary, with actual payouts being based on business and individual performance. Your actual payout will vary depending on performance against your respective bonus metrics. Please note, bonus plan design and eligibility are subject to annual approval and/or modification by the Company.

Your regular compensation package also includes eligibility for annual equity (stock) awards beginning with the first annual grant cycle following your start date, which is expected to be in May 2026. You will be eligible to receive an annual equity award in a manner consistent with grants made to other key employees at similar position levels, which is based on the design of the Charles River Long Term Incentive Plan. For 2026, your grant award value is \$3,000,000. This equity award is comprised of two parts: (i) 60% Performance Share Units; and (ii) 40% shares of Restricted Stock. The Performance Share Units are measured against pre-defined goals over a three (3) year performance period, beginning in the year that the date is granted (e.g., A grant given in May 2026, would have a performance period of 2026, through 2028). PSUs vest and are awarded within sixty (60) days after the performance period ends. The restricted shares will vest in one-quarter increments over four years and are subject to the terms and conditions of the Charles River Long Incentive Plan. The number of shares/units you receive, and the exercise price of the stock options will be based on the closing price of Charles River stock on the date of the grants. You must hold CRL stock equal to three times your annual salary within four years of your date of hire. You will receive related agreement documents and Incentive Plan Prospectus, within thirty (30) days of your grant date.

In addition to your regular compensation package, we are offering you the following additional compensation as incentive to join Charles River:

- **New Hire Cash Award:** You will also receive a signing bonus in the gross amount of \$1,875,000.00, subject to applicable tax withholding, split into 2 increments
  - o \$1,000,000.00 paid 6 months from your start date. You must be employed by the Company at the time the bonus is paid in order to receive the bonus payment. Should you leave the Company voluntarily or involuntarily for cause prior to the first anniversary of your start date, you will be required to repay this bonus payment in full. If applicable, you authorize the Company to recover such bonus amounts through payroll deductions, if permitted by state law.
  - o \$875,000.00 paid at 1 year from your start date. You must be employed by the Company at the time the bonus is paid in order to receive the bonus payment. Should you leave the Company voluntarily or involuntarily for cause prior to the first anniversary of your payment date, you will be required to repay this bonus payment in full. If applicable, you authorize the Company to recover such bonus amounts through payroll deductions, if permitted by state law.
- **New Hire Equity Award:** You will be granted a one-time equity award with a grant value of \$3,500,000 on the first business day of the month following the month in which you commence your employment with Charles River. This equity award will be delivered in the form of Restricted Stock Units. These restricted stock units will vest twenty five percent (25%) annually over four years at the anniversary date of the date of grant, and are subject to the terms and conditions of the Charles River Incentive Plan. You will receive a letter confirming this grant and the terms thereof within forty-five (45) days of your start date, along with related agreement documents and a copy of the Incentive Plan Prospectus.

Charles River offers a very competitive benefits program, which significantly adds to your overall direct compensation. Our current benefits program includes numerous Company-provided and elective benefits, including medical, dental and vision insurance; life and accidental death and dismemberment insurance; short-term and long-term disability coverage; health and/or dependent care Flexible Spending Accounts; and a 401(k)-retirement savings plan with a company match. Please note that our 401(k) plan has an automatic enrollment feature. Unless you elect otherwise, you will automatically be enrolled at 3% of your base pay with a matching Company contribution of 3%. You will also be entitled to paid holidays based on policy guidelines and your specific site holiday schedule, and unbounded vacation. A current Summary of Employee Benefits, and SVP supplemental benefits, which contain benefit highlights, eligibility requirements, and employee contribution amounts are enclosed for your reference.

This employment offer and your start date is contingent upon the successful completion of the following: verification of your employment and education; criminal background investigation; substance abuse screening; execution of the enclosed Non-Disclosure and Non-Solicitation Agreement ("Agreement"); Change in Control agreement; receipt by the Company of this signed and dated letter; and your ability to provide (within three days of your start date) proper employment eligibility documents.

Charles River is extending you this offer based on your general skills and abilities and not your possession of any proprietary information belonging to your current or former employers. Should you decide to accept this offer, Charles River requests that you do not disclose any such proprietary information. You represent to Charles River that you are not bound by any contractual obligations (e.g., non-compete agreement) to your current or previous employer that would prevent you from performing your expected job duties at Charles River. You further represent that you are not currently debarred by the Food and Drug Administration ("FDA"), that you have not been debarred in the past by the FDA, and that you are not currently under consideration for debarment by the FDA.

This letter does not constitute an employment contract and you understand that employment at Charles River is at-will. You are not being offered employment for a definitive period of time and either you or the Company may end the employment relationship at any time and for any reason without prior notice. All Charles River policies, compensation and benefits may be amended at the Company's discretion at any time. You are not relying upon any verbal or written representations other than what is contained in this offer.

If you are in agreement with the terms of employment set forth in this letter, you may accept this offer of employment by signing and dating this letter and the enclosed Agreement, via DocuSign, on or before **February 16, 2026**

We hope you find your role with Charles River to be rewarding and that becoming part of the global Charles River organization enhances your opportunities for professional growth. We look forward to working with you toward the Company's continued success.

Please feel free to contact me if you have any questions.

Best regards,

Victoria Creamer

Chief People Officer

**Attachments:**

Summary of Employee Benefits

EVP Supplemental Benefits

Non-Disclosure / Non-Solicitation Agreement

Change in Control Agreement – For review only. To be signed on date of hire

**AGREED TO AND ACCEPTED**

/s/ Mr. Glenn Coleman

Mr. Glenn Coleman

Date: 2/13/26