

**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

July 31, 2012
(Date of earliest event reported)

OLD DOMINION FREIGHT LINE, INC.

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

0-19582
(Commission
File Number)

56-0751714
(I.R.S. Employer
Identification No.)

500 Old Dominion Way
Thomasville, North Carolina 27360
(Address of principal executive offices)
(Zip Code)

(336) 889-5000
(Registrant's telephone number, including area code)

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))
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Item 1.02. Termination of a Material Definitive Agreement.

On July 31, 2012, John R. Congdon, a Senior Vice President of Old Dominion Freight Line, Inc. (the “Company”), informed the Company’s Board of Directors (the “Board”) that effective August 3, 2012, he intended to resign from his position as Senior Vice President but would continue to serve the Company as its Manager – Equipment Purchasing. In connection with his resignation as a Senior Vice President, the Board and Mr. Congdon agreed to terminate that certain Amended and Restated Employment Agreement, as amended, between the Company and Mr. Congdon (the “Agreement”), effective August 3, 2012. The Agreement currently provides Mr. Congdon with, among other things, certain base salary arrangements and bonus opportunities as well as change in control benefits. The Agreement also provides Mr. Congdon with the right to designate a beneficiary for \$2.0 million in death benefits under certain life insurance contracts owned by the Company.

In accordance with Section 5.2 of the Agreement, each of the Company and Mr. Congdon have executed a written Termination of Amended and Restated Employment Agreement, as Amended (the “Termination of Agreement”), pursuant to which the Agreement shall be terminated without penalty to the Company and shall be of no further force or effect as of August 3, 2012. In compliance with the existing life insurance contracts noted above, however, the Company is required to continue to provide Mr. Congdon with beneficiary designation rights. The Termination of Agreement is attached hereto as Exhibit 10.17.14 and is incorporated herein by reference.

Mr. Congdon is the brother of Earl E. Congdon, the Company’s Executive Chairman, and the uncle of David S. Congdon, the Company’s President and Chief Executive Officer. Mr. Congdon will continue to serve as a member of the Company’s Board and as Chairman of the Board of Directors of a corporation with which the Company does business from time to time.

**Item Other Events.
8.01.**

In conjunction with the foregoing, on July 31, 2012, John R. Congdon relinquished his position as Vice Chairman of the Company’s Board. As noted above, Mr. Congdon will continue to serve as a member of the Company’s Board.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No. Description

10.17.14 Termination of Agreement, effective as of August 3, 2012,
by and between Old Dominion Freight Line, Inc. and John R. Congdon

SIGNATURE

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.

OLD DOMINION FREIGHT LINE, INC.

By: /s/ John P. Booker, III

John P. Booker, III

Vice President – Controller

(Principal Accounting Officer)

Date: August 3, 2012

EXHIBIT INDEX

Exhibit No. Description

10.17.14 Termination of Agreement, effective as of August 3, 2012,
by and between Old Dominion Freight Line, Inc. and John R. Congdon

**TERMINATION OF
AMENDED AND RESTATED EMPLOYMENT AGREEMENT, AS AMENDED**

THIS TERMINATION OF AMENDED AND RESTATED EMPLOYMENT AGREEMENT, AS AMENDED (the “Termination”), is made and entered into this 31st day of July, 2012, to be effective as of August 3, 2012, by and between **OLD DOMINION FREIGHT LINE, INC.** (the “Company”), a corporation organized and existing under the laws of the Commonwealth of Virginia and having its principal office at Thomasville, North Carolina, and **John R. Congdon** (the “Employee”), an individual residing at Richmond, Virginia.

RECITALS:

WHEREAS, the Company and the Employee entered into an Amended and Restated Employment Agreement, effective June 1, 2008 and scheduled to expire on May 31, 2010, which was extended to May 21, 2012 by the First Amendment to Amended and Restated Employment Agreement and further extended to May 31, 2014 pursuant to the Second Amendment to Amended and Restated Employment Agreement (together, the “Agreement”); and

WHEREAS, pursuant to Section 5.2 of the Agreement, the Employee desires to terminate the Agreement effective August 3, 2012.

AGREEMENT:

NOW, THEREFORE, the Company and the Employee hereby agree as follows:

1. The Agreement shall be terminated and shall be of no further force or effect as of August 3, 2012.
 2. The Company and the Employee waive the requirement for one hundred and twenty (120) days written notice in order to terminate the Agreement.
 3. The Employee understands and agrees that termination of the Agreement shall not cause the Company to incur any penalty or obligation whatsoever and shall not be subject to ARTICLE 10, ARTICLE 29 or any other ARTICLE, covenant, condition, or limitation contained in or incorporated by reference into the Agreement.
 4. Neither the Company nor the Employee shall have any further responsibilities or expectations with respect to the Agreement, and further employment of the Employee by the Company after August 3, 2012, if any, shall be on an “at-will” basis and such employment may be terminated by the Company or the Employee at any time with or without notice, and with or without cause.
 5. If the Employee subsequently obtains employment with the Company in accordance with Paragraph 4, above, the following life insurance policies currently owned by the Company (collectively, the “Policies”) on the life of the Employee shall be maintained subject to the terms outlined below:
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Issuer

Policy No.

The Northwestern Mutual Life
Insurance Company

6204845 ("Policy No. 1")

The Northwestern Mutual Life
Insurance Company

7040586 ("Policy No. 2")

The Employee was previously granted the right to designate the beneficiary of \$500,000 of the death benefit payable under Policy No. 1 and \$1,500,000 of the death benefit payable under Policy No. 2 (the "Designation Rights"). The Company shall maintain the Policies in full force and effect and pay all premiums required to be paid under such Policies, if any, during any period of the Employee's employment. Upon the termination of the Employee's employment for any reason other than death (the "Termination Date"), the Designation Rights shall cease as of the Termination Date and the Employee shall not have any rights under or in the Policies. Following the Employee's Termination Date, the Company alone may exercise all rights under the Policies. The Employee shall take all actions and execute any and all documents as may be necessary or required to relinquish the Designation Rights as of the Termination Date.

IN WITNESS WHEREOF, the parties have executed this Termination on the day and year first above written.

EMPLOYEE

/s/ John R. Congdon
John R. Congdon

OLD DOMINION FREIGHT LINE, INC.

By: /s/ David S. Congdon
David S. Congdon
President and Chief Executive Officer

Attest:

/s/ Ross H. Parr
Ross H. Parr
Secretary