have the compensation for positions for which they may apply, and which will unquestionably be awarded to some of them, fixed without unconstitutional discrimination on account of race. As pointed out by Judge Chestnut, in Mills v. Lowndes, supra, they are qualified school teachers and have the civil right, as such, to pursue their profession without being subjected to discriminatory legislation on account of race or color. It is no answer to this to say that the hiring of any teacher is a matter resting in the discretion of the school authorities. Plaintiffs, as teachers qualified and subject to employment by the state, are entitled to apply for the positions and to have the discretion of the authorities exercised lawfully and without unconstitutional discrimination as to the rate of pay to be awarded them, if their applications are accepted.

Nor do we think that the fact that plaintiffs have entered into contracts with the school board for the current year at the rate fixed by the discriminatory practice precludes them from asking relief. What the effect of such contracts may be on right to compensation for the current year, we need not decide, since plaintiffs are not insisting upon additional compensation for the current year and their prayer for relief asks a broad declaration of rights and injunctive relief for the future. As qualified teachers holding certificates, they have rights as above indicated which are not confined to the contract for the current year, i. e. the right to apply for positions in the future and to have the Board award the positions without unconstitutional discrimination as to the rate of pay.

The defendants take the position that no one but a teacher holding a contract with the Board has any such interest in the rate of pay as would give him standing to sue concerning it, and that he cannot sue because he has waived the unconstitutional discrimination by entering into the contract. If this were sound, there would be no practical means of redress for teachers subjected to the unconstitutional discrimination. But it is not sound. As pointed out in Frost Trucking Co. v. Railroad Com. 271 U. S. 583, 594, even in the granting of a privilege, the state "may not impose conditions which require the relinquishment of constitutional rights. If the state may compel the surrender of one constitutional right as a condition of its favor, it may, in like manner, compel a surrender of all. It is inconceivable that guaranties embedded in the Constitution of the United States may thus be manipulated out of existence." See also Union Pac. R. Co. v. Public Service Com. 248 U. S. 67,69,70; Hanover Ins. Co. v. Harding 272 U. S. 494, 507. But as stated above, the waiver could not extend beyond the terms of the contract for the current year, in any event, and the relief asked is for the declaration and protection of rights which extend beyond any present employment.

We should say, too, that we have no doubt as to the Norfolk Teachers Association being a proper party to the suit. According to the