hout unconstitutional

arded them, if their applications are accepted.

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

The defendants take the position that no one but a teacher
ding a contract with the Board has any such interest in the rate
pay as would give him standing to sue concerning it, and that he
not sue because he has waived the unconstitutional discrimination
entering into the contract. If this were sound, there would be no
ctical means of redress for teachers subjected to the unconsti-
ional discrimination. But it is not sound. As pointed out in
st Trucking Co. v, Railroad Com. 271 U.S. 583, 594, even in the
nting of a privilege, the state "may not impose conditions which
quire the relinquishment of constitutional rights. If the state
compel the surrender of one constitutional right as a condition
its favor, it may, in like manner, compel a surrender of all. It
inconceivable that guaranties embodded in the Constitution of the
ited States may thus be manipulated out of existence." See also
ion Pac. R. Co. v. Public Service Com. 248 U.S. 67,69,70; Hanover
. Co. v. Harding 272 U.S. 494, 507. But as stated above, the
ver could not extend beyond the terms of the contract for the
rent year, in any event, and the relief asked is for the declara-
on and protection of rights which extend beyond any present employ-
nt.

We should say, too, that we have no doubt as to the Norfolk
achers Association being a proper party to the suit. According to
e complaint, it is a voluntary unincorporated association and
s composed of Negro teachers and principals in the public colored
hools of Norfolk"; and the right of such an association to sue in
s common name for the purpose of enforcing substantive rights under